



**CHEMELIL SUGAR COMPANY  
LIMITED**

**STANDARD TENDER DOCUMENT FOR**

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**PROVISION OF INSURANCE SERVICES**

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**TENDER NO: CSCL/T/2017-2018/12**

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## INTRODUCTION

### SECTION I -INVITATION FOR TENDER

Date: 13th March, 2018

**TENDER REF. NO: CSCL/T/2017-2018/12**

**TENDER NAME: PROVISION OF INSURANCE SERVICES**

- 1.1 Chemelil sugar Company Limited invites sealed tenders from eligible candidates (Insurance Underwriters only) for Provision of Insurance Services ( Plant & machinery, all motor vehicles , tractors, motor cycles, fire & special perils, WIBA, Employer liability, Consequential losses among others detailed in the specifications provided in this tender).
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Manager's office, at Chemelil Sugar Company Limited during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Ksh 1,000.00** in cash or bankers cheque payable to Chemelil Sugar Company Limited. or downloaded free of charge from our Website at [www.chemsugar.co.ke/corporate](http://www.chemsugar.co.ke/corporate) documents or IFMIS Kenya Suppliers Portal: <http://supplier.treasury.go.ke>
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name with the remarks **“Do not open before Tuesday 17<sup>th</sup> April, 2018 at 2pm** and be addressed to The managing Director, Chemelil sugar Company Limited, P.O Box 1649 Kisumu, and should be deposited in the Tender Box at the company's reception so as to be received on or before **Tuesday 17<sup>th</sup> April, 2018 at 2pm.**
- 1.6 Tenders will be opened **immediately thereafter** in the presence of the candidates representatives who choose to attend at the company's boardroom. Late bids **shall** not be accepted under any circumstances.

**JAPHETH OJWANG**  
**SUPPLY CHAIN MANAGER**

**SECTION II - INSTRUCTION TO TENDERERS**

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

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for this tender document shall be Kshs.1,000/= (**free if obtained electronically**)
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

## **2.5 Amendment of Tender Documents**

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

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

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

## **2.12. Tender Security**

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

2.12.2 The tender security shall be **2 per cent (2%)** of the tender price.

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.



## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

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

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **Tuesday 17<sup>th</sup> April, 2018 at 2.00 pm.**
- 2.15.3 The **inner envelopes** shall also indicate the name and address of the tenderer to enable the tender to be returned **unopened** in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

1.7 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 17<sup>th</sup> April, 2018 at 2.00 pm.**

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

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

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

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

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 17<sup>th</sup> April, 2018 at 2pm** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

**2.21. Conversion to single currency**

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

**2.22. Evaluation and Comparison of Tenders**

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

2.22.3 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

**2.23. Contacting the Procuring entity**

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

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

**2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

**2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive

and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 : **Mandatory Requirements**

For an insurance service provider to qualify for selection to provide the specified services, the following minimum qualifications are mandatory:

- i. Must be registered with the Commissioner of Insurance for the Current year and a copy of the current license be submitted.
- ii. Must have sold annual gross premiums in previous year of Kshs.1000,000,000/=
- iii. Must have paid up capital of at least Kshs.450,000,000/=
- iv. Must give a list of at least 5 (five) reputable clients and the total clients premiums for the previous year
- v. Must submit copies of the audited accounts for the previous year.
- vi. Must submit copies of the following documents;
  - PIN Certificate
  - Tax Compliance Certificate
  - Certificate of Registration/Incorporation.
- vii. Must be a member of the Association of Kenya Insurance (AKI)
- viii. Evidence in form of recommendation letters from major clients' atleast five reputable clients.
- ix. Certificate of good conduct of all key personnel from Criminal Investigation Department (CID).
- x. Certificate of good conduct from Insurance Regulatory Authority.(IRA)
- xi. Submission of a signed declaration to the effect that the directors and key staff Members are of good conduct.
- xii.. Litigation History, the parties concerned and the disputed amounts.
- xiii. Must provide a tender security equivalent to 2% of the tender price. (Tender security in form of cash or bankers cheque must be deposited with our cashier and a receipt obtained prior to close of tender).

• Technical Evaluation

	<b>Evaluation Criteria</b>	<b>Score</b>
1.	<p><b><u>Understanding of the engagement</u></b></p> <ul style="list-style-type: none"> <li>• Identification of key issues.</li> <li>• Programming and methodology for undertaking the engagement.</li> <li>• Adequacy of response to inherent risks in the types and category of insurance services being procured.</li> <li>• Highlight Value addition services and innovations provided by your organization.</li> <li>• Demonstrate evidence of re-insurance treaties with your organization Local and off-shore.</li> <li>• List of clients lost in the last 3years and reason for loss.</li> </ul>	<p>5</p> <p>10</p> <p>10</p> <p>5</p> <p>5</p> <p>5</p>

2.	<b><u>Personnel</u></b> Specific experience and qualification of key personnel.	5
3.	<b><u>Fir m's Exp erience</u></b> The firms experience in similar engagements.	15
6.	<b><u>Ability to honor claims</u></b> Level of capitalization (Net Assets) and working Capital	10
	<b>TOTAL</b>	<b>70</b>

To proceed for financial evaluation the bidder must score 50 out of 70 in the technical evaluation.

- Financial Evaluation

$$\frac{\text{Lowest Financial bid}}{\text{Bidders Financial bid}} \times 30 = x$$

Total Score = Technical Score + Financial score

**The tender may be awarded partially or in total.**

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security (Not required)**

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

## **2.30 Corrupt or Fraudulent Practices**

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

## Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Insurance Underwriters</i>
2.15.2 (b)	<b>2pm. on Tuesday, April 17<sup>th</sup>, 2018</b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

*(Complete as necessary)*

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security (Not required)**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty Obligations, under the Contract.

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

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

### **3.8. Payment**

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

### **3.10. Assignment**

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

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

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have sold annual gross premiums in the previous year of Kshs.1,000,000,000/=
- 4.1.3 Must have paid up capital of at least Kshs.450,000,000/=
- 4.1.4 Must give a list of at least 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copies of the audited accounts for the previous year.
- 4.1.6 Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI). Attach membership Certificate.
- 4.1.8 Evidence in form of recommendation letters from major clients’ Reputable clients.
- 4.1.9 Certificate of good conduct of all key personnel from Criminal Investigation Department (CID).
  - 4.1.9.1 Certificate of good conduct from Insurance Regulatory Authority. (IRA).
  - 4.1.9.2 Submission of a signed declaration to the effect that the directors and key staff Members are of good conduct.
  - 4.1.9.3 Litigation History, the parties concerned and the disputed amounts.
  - 4.1.9.4 Must provide a tender security equivalent to 2% of the tender price. (Tender security in form of cash or bankers cheque must be deposited with our cashier and a receipt obtained prior to close of tender).

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	As specified by the Procurement Entity
3.8 Payment	After delivery of services
3.9 Price adjustment	As per contract
3.16 Applicable law	Kenyan Law
3.18 Notices	Managing Director Chemelil Sugar Company Ltd P.O. Box 1649 - 40100 KISUMU

**SECTION V - SCHEDULE OF REQUIREMENTS  
INSURANCE PRICE SCHEDULE**

<b>NO.</b>	<b>POLICY</b>	<b>COVER</b>	<b>INTEREST</b>	<b>SUM INSURED (KSHS)</b>	<b>PREMIUM (KSHS)</b>
1	Fire Consequential loss	Reduction in turnover or increase in cost of working to maintain turnover as a result of fire, full explosion, earthquake (fire, shock & volcanic eruption) riot, strike, malicious damage and special perils.	<ul style="list-style-type: none"> <li>- Gross profits 80,000,000.00 per month -</li> <li>- Wages 100% for permanent employees</li> <li>- Auditors fees Kshs.3,600,000.00</li> <li>- Increased cost of working</li> <li>- Period of indemnity 18 Months</li> </ul>	960,000,000.00	
2	Plant & Machinery – Engineering machinery breakdown	Sudden unforeseen damage to machinery whilst working at rest or dismantling /erection for inspection or repair, excluding risks normally covered under a standard five/perils policy.	<ul style="list-style-type: none"> <li>- Schedule of property annexure 7</li> <li>- Own surrounding property</li> <li>- Any one claim</li> <li>- Third party damage</li> <li>- Claims</li> </ul>	1,412,752,000.00	
3	Engineering consequential loss	Reduction in turnover or increase in cost of working to maintain turnover as a result of claim admitted under current machinery breakdown policy.	<ul style="list-style-type: none"> <li>Gross profits 80,000,000.00 per month</li> <li>- Wages 100%</li> <li>- Auditors fees Kshs. 3,600,000.00</li> <li>- Period of indemnity 18 Months</li> </ul>	960,000,000.00	
4	Computer	Unforeseen loss or damage to computer machinery declared by any accidental cause whilst working, at rest, dismantling or reassembly for maintenance, movement repair.	<ul style="list-style-type: none"> <li>- Additional cost of working</li> <li>- Reinstatement of records</li> </ul>	575,990.00	



5	Group Personal Accident	- Payment of benefit defined as a result of accidental death or bodily injury to the insured person(s). Including riot, strike and malicious damage but excluding war,	- Benefits requested for e.g. <ul style="list-style-type: none"> <li>• Death – 5 years earnings</li> <li>• PTD – 5 years earnings</li> <li>• TTD – weekly</li> </ul>	- Estimated Annual earnings	
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		civil war and kindred risks.  - Group ‘A’ – Directors (covers while on official company business).  - Group ‘B’ – Employees in Job Groups JG 21-27 (Covers 24 hours).  - Group ‘C’ – Employees in Job Groups J19-J20 (covers occupational risks).  - Group ‘D’ – Football Club players (covers occupational risks).	benefits <ul style="list-style-type: none"> <li>• Medical expenses</li> </ul>	11,800,000.00  60,051,960.96  98,366,378.76  5,952,000.00	
6	Medical Cover	Company Board Directors 5 Nos	a)In Patient –  (b)Outpatient  ©Funeral Expenses – (Only if the member dies while still in office).	2,000,000.00 per person per year.  100,000.00 per year. 100,000.00 per year.	

7	Work Injury Benefit Act (WIBA)	<p>Employees statutory liability to pay compensation to workers as per the provisions of the Work Injury Benefits Act in the event of death, bodily injury or illness out of or in the course of employment.</p> <ul style="list-style-type: none"> <li>• Unionisable permanent employees</li> <li>• Temporary Workers</li> <li>• Casuals/Contracted employees.</li> </ul>	<ul style="list-style-type: none"> <li>- Death – 8 years</li> <li>- PTD – 8 years</li> <li>- TTD – (Continental scale) - Medical expenses. Kshs.30,000.00</li> </ul>	<p>- Total number of employees and their estimated annual wages/salaries.</p> <p>198,824,628.00</p> <p>1,847,160.00</p> <p>67,211,592.00</p>	
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8	Public & Product Liability	Legal liability in respect of accidental death, bodily injury/illness or loss or damages to property of third parties including legal expenses.	<ul style="list-style-type: none"> <li>- General liability claims per event</li> <li>- Food &amp; Drinks claims</li> <li>- Products liability</li> <li>- Limit any one year</li> </ul>	<p>20,000,000.00</p> <p>20,000,000.00</p> <p>20,000,000.00</p> <p>Unlimited</p>	
9	All risks	All risks of loss or damage to specified property unless occasioned by or happening through any excluded clauses	- Total sum insured for all delicate, movable items, laptops, tools etc.	928,671.00	
10	Fidelity Guarantee	Pecuniary loss as a result of infidelity of employees	<ul style="list-style-type: none"> <li>- On any one employee</li> <li>- Annual aggregate limit</li> <li>- Audit fees extension</li> </ul>	<p>4,000,000.00</p> <p>15,000,000.00</p> <p>500,000.00</p>	
11	Motor Cycles Insurance	- Accidental damage to motor cycles	Third party only	<p>460,000.00</p> <p>-Fleet schedule refer annexure 1</p>	
12	Motor Private (Pool vehicles)	- Accidental damage to motor vehicle caused by overturning, fire on explosion, loss or damage by theft as well as thirty party liability	Comprehensive Cover	<p>4,987,711.00</p> <p>- Fleet schedule refer annexure 5</p>	

13	Motor Commercial (Lorries, L/Rovers, buses, pick ups, land cruisers etc)	- Accidental damage to motor vehicle caused by overturning, fire on explosion, loss or damage by theft as well as thirty party liability	- Comprehensive - Legal liability to passengers	5,265,751.50 - Fleet schedule refer annexure 4	
14	Motor Commercial (Trailers, crawlers, cranes, heavy plants & tractors)	- Accidental damage to motor vehicle caused by overturning, fire on explosion, loss or damage by theft as well as third party liability	Third party Fire and theft	19,901,000.00 - Fleet schedule refer annexure 2	
15	Motor Commercial (Wheeled Tractors)	- Accidental damage to motor vehicle caused by overturning, fire on explosion, loss or damage by theft as well as thirty party liability	- Comprehensive - Legal liability to passengers	58,702,626.50 - Fleet schedule refer annexure 3	
16	Personal Accident (Road Risks) School children	Any 65 pupils/students travelling in company vehicle		65,000,000.00	
17	Motor private (Staff scheme)	- Accidental damage to motor vehicle caused by overturning, fire or explosion, loss or damage by theft as well as Thirty party liability.	- Comprehensive	2,320,000.00 - Fleet Schedule annexure 6	

18	Goods in transit	All risks of physical loss or damage to the whole or part of the property declared in the course of transit by the means of conveyance declared, including loading and unloading risks.	- All goods or property in transit belonging to the insured or for which the insured is responsible or legally liable.	-Limit per Kshs. 1,000,000.00 conveyance/transit -Estimated annual transit -Storage -Goods/property in transit to be declared when need arises.	
19	Chemelil Club insurance	<p>a. Fire insurance</p> <ul style="list-style-type: none"> <li>- Unforeseen damage to property from fire, lightning, bush fire, explosion</li> </ul> <p>b. All Risks insurance</p> <ul style="list-style-type: none"> <li>- Loss or damage to property</li> </ul> <p>c. Money insurance</p> <ul style="list-style-type: none"> <li>- Loss of cash, securities and damage to safes</li> </ul> <p>d. Burglary insurance</p> <ul style="list-style-type: none"> <li>- Loss or damage to property resulting from violent entry (exit from premises)</li> </ul> <p>e. Work Injury Benefit Act (WIBA)</p> <ul style="list-style-type: none"> <li>- Liability in respect of accidental bodily injury or illness in the course of employment</li> </ul>	<ul style="list-style-type: none"> <li>- Club buildings</li> <li>- Estimated annual carry</li> <li>- Total declared value</li> <li>- All club employees (3)</li> <li>- Estimated annual earnings</li> </ul>	<p>160,000.00</p> <p>280,000.00</p> <p>200,000.00</p> <p>339,000.00</p> <p>233,508.00</p>	
20	Professional indemnity (Medical malpractice)	- Legal liability for consequence or error, commission or negligent professional standards arising from services offered at the company clinic	<ul style="list-style-type: none"> <li>- Any one accident</li> <li>- Any one period of insurance</li> </ul>	<p>4,000,000.00</p> <p>Unlimited</p>	

21	Money Insurance	- Loss or damage to money from any causes not specifically excluded by the policy and occurring in Kenya	<p>Money deemed to include cash, bank and currency notes, postal money orders, cheques, insurance stamps etc.</p> <ul style="list-style-type: none"> <li>- Cash wages in transit until paid out</li> <li>- Cash in premises during working hours</li> <li>- Cash on premises out of business hours</li> <li>- Cash in custody of senior staff</li> <li>- Loss/damage to safe/strong room</li> </ul>	<p>4,000,000.00</p> <p>4,000,000.00</p> <p>1,500,000.00</p> <p>500,000.00</p> <p>500,000.00</p>	
22	Fire And Perils	Fire Industrial	- Buildings & site works refer annexure 8	2,266,380,000.00	
23	Employer liability (Common law)	- Indemnity to the employer against legal liability under common law of litigation in respect awards for death, bodily injury or illness to employees for damages and claimant costs, expenses in the course of employment.	<ul style="list-style-type: none"> <li>- Management staff JG (21-27)</li> <li>- Supervisory &amp; confidential staff( JG 19 &amp; JG 20)</li> <li>- Unionisable staff</li> <li>- Temporary staff</li> <li>- Footballers, coach and their physiotherapist</li> <li>- Casuals</li> </ul>	<p>60,051,960.96</p> <p>98,366,378.76</p> <p>198,824,628.00</p> <p>1,847,160.00</p> <p>5,952,000.00</p> <p>67,211,592.00</p>	
24	Motor Contigent Liability Insurance	Vicarious legal liability attached to the insured or injury to 3rd parties or damage to 3 <sup>rd</sup> party property.	- Vehicles hired by Company (not Company owned) to do Company work.	1,000,000.00	

25	Group Life Policy	Death in Service Benefits	<ul style="list-style-type: none"> <li>- Disposable of Death Benefits to Insured Dependants/Benefits.</li> <li>- Management Staff (JG 21-27)</li> <li>- Supervisory &amp; Confidential Staff (JG 19-20)</li> </ul>	-Estimated Annual Pay  -60,051,960.96  -98,366,378.76	
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### MOTOR CYCLE FLEET SCHEDULE

**MOTOR CYCLES THIRD PARTY ONLY**  
**2017/2018**

S/No,	REG No.	MAKE & TYPE	SUM INSURED	PREMIUMS	REMARKS
			<u>KSHS.</u>	<u>KSHS.</u>	
1	KAJ 274S	YAMAHA	40,000.00		TPO
2	KAN 002U	YAMAHA	50,000.00		TPO
3	KAN 003U	YAMAHA	50,000.00		TPO
4	KAN 004U	YAMAHA	50,000.00		TPO
5	KAN 005U	YAMAHA	50,000.00		TPO
6	KAV 145E	SUZUKI	80,000.00		TPO
7	KAV 146E	SUZUKI	80,000.00		TPO
8	KAV 147E	SUZUKI	30,000.00		TPO
9	KAE 752L	YAMAHA	30,000.00		TPO
	<b>KSHS.</b>		<b>460,000.00</b>		

**MOTOR TRACTOR FLEET SCHEDULE****MOTOR TRACTOR THIRD PARTY ONLY (TRAILERS, CRAWLERS,  
CRANES & HEAVY PLANTS) 2017/2018**

S/N.	REG. NO.	MAKE & TYPE	SUM INSURED (KSHS)	PREMIUMS (KSHS)	REMARKS
1	ZB 2961	SINGLE TRAILER	331,000.00		TPO
2	ZB 2964	SINGLE TRAILER	662,000.00		TPO
3	ZB 4867	DOUBLE TRAILER	1,288,000.00		TPO
4	ZB 4441	DOUBLE TRAILER	1,288,000.00		TPO
5	ZB 4868	DOUBLE TRAILER	966,000.00		TPO
6	ZB 4869	DOUBLE TRAILER	1,288,000.00		TPO
7	Z 7556	SPRAY TANK	46,000.00		TPO
8	Z 7571	WATER BOWSER	46,000.00		TPO
9	Z 7040	WATER TANK	23,000.00		TPO
10	ZB 2976	HIGH SIDED TRAILER	50,000.00		TPO
11	ZB 2914	BAGASSE TRAILER	102,000.00		TPO
12	Z 7041	WATER TANK	23,000.00		TPO
13	ZB 2976	HIGH SIDED TRAILER	50,000.00		TPO
14	ZB 2924	BAGASSE TRAILER	102,000.00		TPO
15	Z 7041	WATER TANK	23,000.00		TPO
16	Z 7861	LOW LOADER	400,000.00		TPO
17	ZB 4866	DOUBLE TRAILER	966,000.00		TPO
18	ZA 6027	HIGH S/TRAILER	14,000.00		TPO
19	Z 7563	WATER S/TRAILER	26,000.00		TPO
20	Z9374	WATER TANK	40,000.00		TPO
21	KDQ 454	JONES CRANE	500,000.00		TPO
22	KAA 399P	WHEEL LOADER	2,760,000.00		TPO
23	KAG 604F	MF LOADER	1,428,000.00		TPO
24	ZC 2937	BELL D/TRAILER	2,380,000.00		TPO
25	ZC 2938	SBELL D/TRAILER	2,380,000.00		TPO
26	ZC 2939	BELL D/TRAILER	2,380,000.00		TPO
27	ZA 7916	BOX TRAILER	16,000.00		TPO



28	ZA 9525	EXHAUSTER	80,000.00		TPO
29	ZA 9968	FILTER PRESS MUD	173,000.00		TPO
30	Z 8963	WELDING TRAILER	70,000.00		TPO
	<b>TOTAL</b>		<b>19,901,000.00</b>		

**ANNEXTURE 3**

**WHEELED MOTOR TRACTOR FLEET SCHEDULE**

**WHEELED MOTOR TRACTORS 2017/2018 COMPREHENSIVE COVER**

<b>S/NO.</b>	<b>REG. NO.</b>	<b>MAKE &amp; TYPE</b>	<b>SUM INSURED</b>	<b>PREMIUM</b>
1	KAE 513F	BELL	279,000.00	
2	KAE 536F	CASE MAGNUM	297,213.00	
3	KAE 583F	FORD 6610	141,438.00	
4	KAE 623F	FORD 7840	195,688.00	
5	KAE 862F	MF	147,250.00	
6	KAE 925F	MF	215,000.00	
7	KAN 209U	NEWHOLLAND	694,300.00	
8	KAN 527U	NEWHOLLAND	694,300.00	
9	KAR 240L	MF 5630	751,660.00	
10	KAE 622F	FORD 7840	195,688.00	
11	KAY 205V	BELL C/LOADER	1,682,760.00	
12	KAY 892V	BELL DUMBER	3,681,250.00	
13	KAY 893V	BELL DUMBER	3,681,250.00	
14	KAY 880V	KOMATSU GRADER	5,773,750.00	
15	KAY 882V	KOMATSU GRADER	5,773,750.00	
16	KAY 898V	DYNAPAC	1,809,161.00	
17	KAY 899V	KOMATSU CRAWLER	8,800,000.00	
18	KAY 881V	KOMATSU WHEEL LOADER	4,846,481.00	
19	KBR 363U	NEWHOLLAND	4,542,687.50	
20	KCK 976U	NEW MCCORMICK GMAX 165	7,500,000.00	
21	KCK 977U	NEW MCCORMICK GMAX 135	7,000,000.00	
		<b>TOTALS</b>	<b>58,702,626.50</b>	

**MOTOR COMMERCIAL FLEET SCHEDULE**

**MOTORCOMMERCIAL (LORRIES, L/ROVERS, BUSES, P/UPS &  
L/CRUISERS)**

2017/2018

			<b>SUM INSURED</b>	<b>PREMIUMS</b>
<b>S/No.</b>	<b>REG. NO.</b>	<b>MAKE &amp; TYPE</b>		
1	KAC 054G	Isuzu Bus	200,000.00	
2	KAD 225M	Nissan Lorry	258,305.00	
3	KAE 947F	Nissan Lorry	322,881.00	
4	KAE 589F	Isuzu Canter	200,000.00	
5	KAH 433F	Isuzu Mini Bus	247,250.00	
6	KAN 245U	Toyota Hillux Van	277,500.00	
7	KAN 244U	Toyota Hillux Van	277,500.00	
8	KAY 327V	Nissan D/Cabin P/up	400,000.00	
9	KAY 935V	Nissan School Bus	1,207,674.00	
10	KAY 528V	Nissan (Ambulance)	427,500.00	
11	KBB 067S	Nissan P/Up	375,000.00	
12	KBB 324S	Toyota D/Cabin	806,141.50	
13	KAH 293F	Toyota P/UP	266,000.00	
		<b>Total</b>	<b>5,265,751.50</b>	

**MOTOR PRIVATE FLEET****MOTOR PRIVATE COMPREHENSIVE POOL VEHICLES 2017/2018**

<b>S/No.</b>	<b>REG NO.</b>	<b>MAKE &amp;TYPE</b>	<b>SUM INSURED</b>	<b>PREMIUMS</b>
1	KAH 388F	Isuzu	450,000.00	
2	KAL 736U	Peugeot 504	250,000.00	
3	KAH 476F	Landrover 110	200,733.00	
4	KAW 988Z	Nissan Xtrail	655,500.00	
5	KAY 319V	Suzuki Jimny	286,650.00	
6	KAW 983Z	Toyota Prado	1,700,000.00	
7	KBB 319S	Suzuki Jimny	272,414.00	
8	KBB 320S	Suzuki Jimny	272,414.00	
9	KBB 408S	Suzuki Jimny	450,000.00	
10	KBB 409S	Suzuki Jimny	450,000.00	
		<b>TOTAL KSHS.</b>	<b>4,987,711.00</b>	

**MOTOR PRIVATE FLEET SCHEDULE 2017/2018**

<b>CHEMELIL SUGAR COMPANY LIMITED.</b>						
<b>MOTOR PRIVATE STAFF COMPREHENSIVE 2017/2018</b>						
<b>S/No.</b>	<b>REG NO.</b>	<b>NAME</b>	<b>MAKE &amp; TYPE</b>	<b>SUM INSURED</b>	<b>PREMIUM</b>	<b>REMARKS</b>
<b>1</b>	KAB 011A	M. ADHINGA	NISSAN	250,000.00		Windscreen Cover
<b>2</b>	KAD 361H	J. ONYANDO	NISSAN B13	200,000.00		Windscreen Cover
<b>3</b>	KAR 176R	N. ONDEDA	TOYOTA S/WAGON	420,000.00		Windscreen Cover
<b>4</b>	KAH 980B	J.O. ONGORO	SUZUKI SALOON	200,000.00		Windscreen Cover
<b>5</b>	KBF 556R	E. CHELAGAT	TOYOTA	350,000.00		Windscreen Cover
<b>6</b>	KAU 828B	S.O. OYAYO	TOYOTA CORONA	250,000.00		Windscreen Cover
<b>7</b>	KBP	J. KOTONYA	TOYOTA NZE	650,000.00		Windscreen Cover
			<b>TOTAL KSHS.</b>	<b>2,320,000.00</b>		

**PLANT AND MACHINERY 2017/2018****SUMMARY OF VALUES  
PLANT AND MACHINERY**

<b>S/NO</b>	<b>ITEM / DESCRIPTION</b>	<b>SUM INSURED</b>
1	WEIGHBRIDGES	2,605,000.00
2	HANDLING AND PREPARATION	156,742,000.00
3	CANE MILLING AND JUICE HANDLING	574,196,000.00
4	EVAPORATION AND SULPHITATION	53,185,000.00
5	BOILING,CENTRIFUGING AND CRYSTALLIZATION	212,876,000.00
6	MOLASSES HANDLING	11,942,000.00
7	SUGAR DRYING AND PACKING	19,671,000.00
8	STEAM GENERATION AND DISTRIBUTION SYSTEM	183,583,000.00
9	COMPRESSED AIR SYSTEM	12,301,000.00
10	ELECTRICAL INSTALLATIONS	69,320,000.00
11	PROCESS CONTROL AND INSTRUMENTATION	50,000,000.00
12	FACTORY PIPING NETWORK	13,000,000.00
13	WATER SUPPLY SYSTEM	29,861,000.00
14	WORKSHOPS	9,357,000.00
15	LABORATORIES	2,227,000.00
16	FIREFIGHTING AND PROTECTION SYSTEM	860,000.00
17	IRRIGATION SYSTEMS	11,026,000.00
	<b>TOTAL : PLANT AND MACHINERY</b>	<b>1,412,752,000.00</b>

**BUILDINGS & SITEWORKS SCHEDULE SUMMARY OF  
VALUES-BUILDINGS & SITEWORKS 2017/2018**

<b>S/No.</b>	<b>ITEM / DESCRIPTION</b>	<b>SUM INSURED</b>
1	ADMINISTRATION BUILDINGS & CARPORTS	<b>111,030,000.00</b>
2	FACTORY AREA - Ancillary Buildings	<b>132,795,000.00</b>
	-Factory Buildings	<b>209,145,000.00</b>
3	STORES AND WORKSHOPS	<b>129,300,000.00</b>
4	SITE WORKS,FENCING & DRAINS IN FACTORY AREA	<b>17,550,000.00</b>
5	HOUSING ESTATES - Top Management (Mbogo 1)	<b>57,250,000.00</b>
6	MIDDLE MANAGEMENT- Mbogo (2)	<b>131,570,000.00</b>
	-Mbogo (3)	<b>55,000,000.00</b>
	-Bhanji Estate	<b>99,250,000.00</b>
7	SUPERVISORY STAFF HOUSING-Jamhuri Estate	<b>177,000,000.00</b>
	-Madaraka Estate	<b>385,000,000.00</b>
	-Jogoo Supervisory	<b>14,000,000.00</b>
8	JUNIOR STAFF HOUSING -Chui Estate	<b>66,000,000.00</b>
	-New Jogoo Estate	<b>68,850,000.00</b>
	-Jogoo Bora Estate	<b>80,000,000.00</b>
	-Amani Estate	<b>77,950,000.00</b>
9	LABOUR CAMPS -Makutano Landhies	<b>46,850,000.00</b>
	New Makutano -Chemelil Police Station	<b>7,250,000.00</b>
	-Shauri Yako	<b>10,500,000.00</b>
	-Jogoo Landhies (Old Jogoo)	<b>16,600,000.00</b>
	-Musingi	<b>4,000,000.00</b>
10	MISCELLANEOUS BUILDINGS	<b>4,455,000.00</b>
11	AMENITIES & RECREATIONAL FACILITIES-	
	-Hall/Sports Complex	<b>41,310,000.00</b>
	-Chemelil Club	<b>39,900,000.00</b>
	-Old School Buildings	<b>6,050,000.00</b>
	-Tennis Court	<b>500,000.00</b>
	-Chemelil Sugar Primary	<b>43,500,000.00</b>
	-Chemelil Sugar Academy	<b>185,875,000.00</b>
	-Chui Club	<b>4,500,000.00</b>
	-Health Centre	<b>22,350,000.00</b>
	-Shopping Centre	<b>4,500,000.00</b>
	-KUSPAW Offices	<b>850,000.00</b>

	-Nucleus Estate Offices	<b>1,700,000.00</b>
	-Teachers' Houses	<b>4,500,000.00</b>
	-Showground (Kisumu)	<b>9,500,000.00</b>
	<b>TOTAL</b>	<b>2,266,380,000.00</b>

**OPTION 1-MEDICAL COVER FOR COMPANY DIRECTORS**

S/No	Cover Limit	Members	Premiums	Total Premiums
1	In-patient Kshs. 2,000,000.00 per person	Seven (7)		
2	Funeral Rider Kshs. 100,000.00 per person	Seven (7)		
3	Outpatient Kshs. 100,000.00 per person	Seven (8)		

**Key Notes for Option 1:**

- Public Officers not covered
- Facility restricted to Board Members only
- Spouses and Children not covered

Benefits not exceeding:

1. In- patient Kshs. 2m per year
2. Out-patient Kshs. 100,000.00 per year
3. Funeral expenses only if member dies while still in office i.e. Kshs. 100,000.00

**NB:** Any excess above approved limits being responsibility of individual board member and not the State Corporation's.



**SECTION VI -**

**STANDARD FORMS**

**Form Of Tender**

To: \_\_\_\_\_ Date \_\_\_\_\_  
 Name and address of procuring entity \_\_\_\_\_  
 Tender No. \_\_\_\_\_  
 Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
 .....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

\_\_\_\_\_  
 [Signature]

\_\_\_\_\_  
 [In the capacity of]

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

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)

**NOTE:**

The tender can be awarded as a whole to one bidder or be awarded to more than one bidder based on each category per policy as listed in the tender document.

**CONTRACT FORM (For information only)**

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a  
tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

\_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form. Part General:

Business Name

.....

Location of business premises

.....

Plot No. ....

Street/Road .....

Postal Address ..... Tel. No. ....Fax ..... Email

Nature of business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time Kshs.

.....

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.	.....	.....	.....
----	-------	-------	-------

2.	.....	.....	.....
----	-------	-------	-------

3.....  
4.....

Part 2(c) – Registered Company: Private or Public

.....

State the nominal and issued capital of the company –Nominal  
Kshs..

.....issued.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date.....Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or  
Registration

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_  
SIGNED FOR ACCOUNTING OFFICER