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TENDER DOCUMENT

TENDER FOR  
PROVISION OF INSURANCE BROKERAGE SERVICES

TENDER NO. SSC/T/INS/1/ 2019/2020

TENDER CLOSING & OPENING DATE:- 24<sup>th</sup> MAY 2019 AT 11.00  
A.M

**SIMLAW SEED COMPANY LIMITED**  
P.O, BOX 40042 - 00100  
NAIROBI  
TEL. 020 2215066, 0722 200 545  
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SECTION. 1

**INVITATION TO TENDER**

**9<sup>th</sup> MAY 2019**

**TENDER REFERENCE: TENDER REF: SSC/T/INS/1/2019/2020**

**TENDER NAME: - TENDER FOR PROVISION OF INSURANCE BROKAGE SERVICES**

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- 1.1. Simlaw Seed Company Ltd invites you to submit sealed tender for provision of insurance brokerage services to Simlaw Seed Company Limited for the period starting 1<sup>st</sup> July, 2019 and ending 30<sup>th</sup> June, 2020.
  - 1.2. Prices quoted must be net inclusive of all taxes, expressed in Kenya Shillings and shall remain valid for a period of 90 days from the date of tender closing. Your tender document must be accompanied with Tender security equivalent to 2% of the total tender sum in the form of Bank quarantine issued by reputable banks or Insurance Companies approved by the Public Procurement Oversight Authority (PPOA) valid for 120 days
  - 1.3. Completed tender documents are to be enclosed in plain sealed envelope clearly marked TENDER FOR INSURANCE BROKERAGE SERVICES, TENDER REF. SSC/T/INS/1/2019/2020, be addressed to: -  
The General Manager,  
Simlaw Seed Company Limited,  
P.O. Box 40042 - 00100,  
**NAIROBI**  
**Attn: Snr Procurement Officer**
- Completed tender documents are to be deposited in the TENDER BOX available at the **Simlaw Seed Office, Reception area, 1<sup>st</sup> floor Kijabe Street, NAIROBI** So as to be received **on or before 24<sup>th</sup> May 2019 at 11.00am**
- 1.4. Tenders will be opened immediately thereafter in the presence of tenderers representatives who choose to attend on the same date and time at Simlaw Seed Company Ltd Boardroom.
  - 1.5. Simlaw Seeds Company reserves the right to accept or reject the applications and is not obliged to give reasons for its decisions thereof. Any direct canvassing will lead to automatic disqualification of bidders

Snr. Procurement Officer  
**For: General Manager.**

## **SECTION II**

### **INSTRUCTIONS TO TENDERERS**

#### **2.1.ELIGIBLE TENDERERS**

- 2.1.1 This invitation to Tender is open to Registered/prequalified service providers eligible as described in the appendix to instruction to tenderers. Successful tenderers shall complete the provision of services by the intended completion date specified in the tender documents.
- 2.1.2 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and sub contractors) 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 Simlaw Seed company to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the same services under this invitation to tender.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2.2.COST OF TENDERING**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of the tender, and Simlaw Seed Company will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### **2.3.CONTENTENTS**

- 2.3.1 The tender document comprises the documents listed below and addenda that may be issued in accordance with clause 6 of these instructions to tenders.
- i. Invitation to tender.
  - ii. General information.
  - iii. General condition of contract.
  - iv. Tender form and schedule of insurance policy/covers to be tendered.
  - v. Tender security form (Bid security)
  - vi. Contract Form
  - vii. Underwriter's appointment Confirmation.
  - viii. Tender questionnaire.
  - ix. Confidential questionnaire

- 2.3.2 The tenderer is expected to examine all instructions, forms, terms, conditions 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 tenderer's risk and may result in the rejection of his tender.**

#### **2.4.CLARIFICATION OF DOCUMENTS.**

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the company in writing or by cable (hereinafter, the term 'cable' is deemed to include, e-mail, or facsimile) at the company's address indicated in the invitation to tender. Simlaw Seed will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to deadline for the submission of tenders prescribed by the company. Written copies of the company's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

#### **2.5.AMENDMENT OF DOCUMENTS**

2.5.1 At any time prior to the deadline for submission of tenders, Simlaw Seed for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendment.

2.5.2 All prospective tenderers that have received the tender document will be notified of the amendment in writing or by email and 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 company at its discretion may extend the deadline for the submission of tenders.

#### **2.6.LANGUAGE OF TENDER**

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 company, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

#### **2.7.DOCUMENTS COMPRISING THE TENDER**

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

- a) A tender form and price schedule completed in accordance with clause 2.8 of these instructions to tenderers.
- b) Documentary evidence established in accordance with paragraph 2.11 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 2.13.

## **2.8.TENDER FORM**

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

## **2.9.TENDER VALUE**

- 2.9.1 The tenderer shall indicate on the appropriate price schedule the premiums and total tender value of the services he proposes to provide under the contract.
- 2.9.2 Quoted premiums should be specific to particular items covered in terms of values and risks.
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tender period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 21.

## **2.10. TENDER CURRENCIES**

- 2.10.1 Prices shall be quoted in Kenya Shillings.

## **2.11. TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

- 2.11.1 Pursuant to paragraph 1 of section 3, the tenderer shall furnish, as part of his tender, documents establishing eligibility to tender and his qualifications to perform the contract if his tender is accepted.
- 2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the company's satisfaction that the tenderer at the time of submission of his tender, is eligible as per requirements stated under paragraph 1 of section 2.
- 2.11.3 The documentary evidence of the tenderer's qualifications to perform the contract if his tender is accepted shall establish to the company's satisfaction.
- a) That, in the case of a tenderer offering to provide services contract which the tenderer do not provide, **the tenderer should be duly authorized by the underwriters to submit premium quotations on their behalf.**
- b) That the tenderer has the financial and professional capability necessary to perform the contract.

## **2.12. SERVICES ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS**

- 2.12.1 Pursuant to paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all services which the tenderer proposes to provide under the contract.
- 2.12.2 The documentary evidence of the eligibility of the services shall consist of a statement in the price schedule of the under writer which shall be confirmed by a quotation from the under writer.

- 2.12.3 The documentary evidence of conformity of the services to the tender documents may be in the form of literature and shall consist of:
- a) A detailed description of the essential coverage and performance characteristic of the policies.
  - b) A clause-by-clause commentary on the company's brokers and under writers experience and references.

## **2.13. TENDER SECURITY**

- 2.13.1 The tenderer shall furnish, as part of his tender security for the amount specified in the invitation to tender.
- 2.13.2 The tender security is required to protect the company against the risk of tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 13.7.
- 2.13.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a **bank guarantee or a bank draft** issued by a reputable bank located in Kenya, in the form provided in the tender documents or another form acceptable to the company and valid for thirty (30) days beyond the validity of the tender.
- 2.13.4 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by the company as non-responsive, pursuant to paragraph 21.
- 2.13.5 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 company.
- 2.13.6 The successful tenderer's security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28 and furnishing the performance security, pursuant to paragraph 29.
- 2.13.7 The tender security may be forfeited:
- a) If a tenderer withdraws his tender during the period of tender validity specified by the company on the tender form: or
  - b) In the case of a successful tenderer, if the tenderer fails;
    - i. To sign the contract in accordance with paragraph 28 or
    - ii. To furnish performance security in accordance with paragraph 29.

## **2.14. VALIDITY OF TENDERS**

- 2.14.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the company pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the company as non-responsive.
- 2.14.2 In exceptional circumstances, the company 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 13 shall also be suitably extended. A tenderer may refuse the request without forfeiting his

tender security. A tender granting the request will be required nor permitted to modify his tender.



## 2.15. FORMAT AND SIGNING OF TENDER

- 2.15.1 The Tenderer shall prepare two copies of tender, clearly marking each **“ORIGINAL TENDER” and “COPY OF TENDER” AS APPROPRIATE.** In the event of any discrepancy between them, the original shall govern.
- 2.15.2 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 tender to the contract. **The authorization shall be indicated by written power-of-attorney accompanying the tender.** All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender and serialized.
- 2.15.3 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.

## 2.16. SUBMISSION OF TENDERERS

- 2.16.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL” and “COPY”** The envelopes shall then be sealed in **an outer envelope.**
- 2.16.2 The inner and outer envelopes shall:-

Be addressed to the company at the following address.

**The General Manager,  
Simlaw Seed Company Limited  
P.O. Box 40042,  
NAIROBI**

and clearly marked **TENDER FOR PROVISION OF INSURANCE  
BROKERAGE SERVICES. “DO NOT OPEN BEFORE, 24<sup>th</sup> MAY 2019  
AT 11.00 A.M.**

- 2.16.3 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”.**
- 2.16.4 **If the outer envelope is not sealed and marked as required by paragraph 2.16.2 the company will assume no responsibility for the tender’s misplacement or premature opening.**

## 2.17. DEADLINE FOR SUBMISSION OF TENDERS

- 2.17.1 Tenders must be received by the company at the address specified under paragraph 16.2 not later than, **24<sup>th</sup> MAY 2019 at 11.00 a.m.**
- 2.17.2 The company may at its discretion, extend this deadline for the submission of tenders by amending as per paragraph 5, in which case all rights and obligations of the company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended

## **2.18. MODIFICATION AND WITHDRAWAL OF TENDERS**

- 2.18.1 The tenderer may modify or withdraw the tender after the tender submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the company prior to the deadline prescribed for submission of tenders.
- 2.18.2 The tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision of paragraph 17.
- A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderers forfeiture of its tender security, pursuant to paragraph 13.7.

## **2.19. OPENING OF TENDERS**

- 2.19.1 The company will open all tenders in the presence of tenderers representatives who choose to attend at **11.00 a.m. on 24<sup>th</sup> May 2019** and in the following location: -

Simlaw Seed Company Limited  
Boardroom  
P.O. Box 40042,  
NAIROBI.

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

- 2.19.2 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 company at its discretion may consider appropriate, will be announced at the opening.
- 2.19.3 The company will prepare minutes of the tender opening.

## **2.20. CLARIFICATION OF TENDERS**

- 2.20.1 To assist in the examination, evaluation and comparison of tenders, the company may, at its discretion, ask the tenderer for clarification of its tender. The request for clarification and the purpose shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted.

- 2.20.2 Any effort by the tenderer to influence the company in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.21. PRELIMINARY EXAMINATION AND RESPONSIVENESS**

- 2.21.1 The company 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.
- 2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit 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, his tender will be rejected and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.21.3 The company may waive 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 or any tenderer.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the company 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 company's determination of a tenders' responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.21.5 If a tender is not substantially responsive, **it will be rejected by the company and may not subsequently be made responsive by the tenderer by correction of the non-conformity.**

## **2.22. EVALUATION AND COMPARISON OF TENDERS**

- 2.22.1 The company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.
- 2.22.2 The company's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors in the manner and to the extent indicated in the requirement schedule:
- a) Period of cover.
  - b) Deviations in payment schedule from that specified in the special conditions of contract.
  - c) Effectiveness in settlement of claims. – Tenderers are required to submit a list of major claims settled during the last three (3) years indicating date of claim and settled or still outstanding.

- 2.22.3 Pursuant to the paragraph 2.22.2 the following evaluation methods will be applied:

(a) **Service Period**

The company requires that the services under the invitation for tenders shall be provided during the period specified.

(b) **Deviation in payment schedule**

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

(c) Effectiveness in settlement of claims. – Tenderers are required to submit a list of major claims settled during the last three (3) years indicating date of claim and settled or still outstanding.

**2.23. CONTACTING THE COMPANY**

2.23.1 Subject to paragraph 2.20, **no tenderer shall contact the company on any matter relating to his 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 company in its decision on the tender evaluation, tender comparison, or contract award may result in the rejection of the tenderers' tender.

**2.24. POST-QUALIFICATION**

2.24.1 In the absence of pre-qualification, the company will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.3 as well as such other information as the company deems necessary and appropriate.

2.24.3 An affirmative determination will be a pre-requisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers' tender in which event the company 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 2.9, 2.22, and 2.27 the company will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and **has been determined to be the lowest evaluated tender**,

**provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.**

**2.26. COMPANY'S RIGHT TO VARY TENDER REQUIREMENT OR REJECT ANY TENDER.**

2.26.1 The company 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.

**2.27. NOTIFICATION OF AWARD**

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

2.27.2 The notification of award will constitute the formation of the contract.

2.27.3 Upon the successful tenderers furnishing of the performance security pursuant to paragraph 2.29, the company will promptly notify each unsuccessful tenderer and will discharge his tender security, pursuant to paragraph 2.13.

**2.28. SIGNING OF CONTRACT**

2.28.1 At the same time as the company notifies the successful tenderer that his tender has been accepted, the company will send the tenderer the contract form provided in the tender documents, incorporating all agreement between the parties.

2.28.2 After fourteen (14) days of receipt of the award notification, the successful tenderer shall sign and date the contract and return it to the company.

**2.29. PERFORMANCE SECURITY**

2.29.1 Within twenty one (21) days of the receipt of notification of award from the company, the successful tenderer shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the tender documents or in another form acceptable to the company.

29.1 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the company may make the award to the next lowest evaluated candidate or call for new tenders.

**2.30. CORRUPT FRAUDULENT PRACTICES**

2.30.1 The company requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the company.

a) Defines the purpose of this provision, the terms set forth below as follows:

- i. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a company official in the procurement process or in contract execution and
  - ii. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the company and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the company of the benefits of free and open competition.
- b) 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.
  - c) Will declare a firm ineligible, either indefinitely or for a stated period of time to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

2.30.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## Appendix to instructions to Tenderers

The following information shall complement/ supplement 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.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
<b>2.1.1</b>	Eligible tenderers: <b>Open to Brokers Registered in Kenya</b>
<b>2.2.1</b>	Price to be charged for the Tender Documents: <b>Kes 1000/=</b> for those who decide to get the documents from Procurement department and free of charge for who download it from the <b>website:www.simlaw.co.ke</b>  <b>Account no.</b> <b>Kenya Commercial Bank</b> <b>Simlaw Seeds Company Ltd,</b> <b>A/C No.1114669210</b> <b>University Way Branch</b>
<b>2.13.1</b>	Particulars of Tender Security : <b>2% of the total tender Sum</b>
<b>2.13.3</b>	Form of Tender security: <b>Tender security shall be in the form of Guarantee from a reputable bank or Insurance Company approved by The Public Procurement Oversight Authority (PPOA)</b>
<b>2.14.1</b>	Tender Validity: <b>Tenders shall remain valid for 90 days from the date of tender Opening.</b>
<b>2.15.2</b>	No of copies of Tender Documents to be submitted:- <b>An original and one copy</b>
<b>2.16.2</b>	Bulky tender documents which do not fit the Tender Box shall be delivered to Ag. Procurement Officer's Office.
<b>2.21</b>	Tenderers are required to submit copies of the following Mandatory Documents which shall be used to determine Responsiveness at the Preliminary examination stage. <ul style="list-style-type: none"> <li>i. Original Tender Security equivalent to 2% of the Total Tender Sum valid for additional 30 days after the expiry of the Tender Validity Period and Issued by a reputable bank or Insurance Company approved by the Public Procurement Oversight Authority (PPOA)</li> <li>ii. Tender Form duly completed Signed and Stamped by the Tenderer in the format provided.</li> <li>iii. Duly completed and signed Confidential Business Questionnaire in the format provided.</li> <li>iv. The CVs of four (4) key professional staff named under the staff qualifications and experience.</li> <li>v. Copies of quotations from Proposed Underwriters. <b>Note that a Broker who gives quotations different from those quoted by the proposed Underwriter will be considered non responsive and shall be disqualified.</b></li> <li>vi. <b>MANDATORY REQUIREMENTS FOR THE PROPOSED UNDERWRITERS</b> The Broker must confirm from the underwriters that they do not have</li> </ul>

	<p>any unpaid claims with Simlaw Seed Company Ltd. The Broker Must submit as minimum, certified copies of the following Mandatory Requirements of the Proposed Underwriters with their tender for the Underwriters to be eligible for evaluation and Contract Award.</p> <ol style="list-style-type: none"> <li>a) Certificate of Incorporation</li> <li>b) Current Registration Certificate with Insurance Regulatory Authority.</li> <li>c) Current Membership Registration certificate for the Association of Kenya Insurers (AKI)</li> <li>d) Audited financial statements for the last three (3) years</li> <li>e) Evidence of Paid-Up Capital of at least Kes 50 million or as required by the Insurance Regulatory Authority.</li> <li>f) Evidence of Premium Turnover in excess of Kes. 100 million for all general insurance for the last 3 years.</li> <li>g) Provide a list of at least five (5) major Clients and indicate the Client’s premium together with their references and contact persons</li> </ol> <p><i>At this stage, the Tenderer’s submission shall either be Responsive or Non-responsive. The Non-Responsive Submissions will be eliminated from the entire evaluation Process and will not be considered further.</i></p>
<p><b>2.22</b></p>	<p><b>EVALUATION AND COMPARISON OF TENDERS</b></p> <p>The following evaluation criteria shall be applied:-</p> <p><b>PHASE 1 PRELIMINARY EXAMINATION</b></p> <p>All the received tenders shall be examined for completeness and compliance to the stated tender requirement. At this stage, the tenderer’s submission shall either be responsive or non-responsive. The non-responsive submissions will not be considered further.</p> <p><b>PHASE 2 TECHNICAL EVALUATION</b></p> <p>In order to be technically evaluated, tenderers should submit technical proposals comprising the following information:-</p> <p><b>A. Broker’s past experience:</b></p> <p>A brief description of the firm’s organization, Company profile and an outline of experience on provision of Insurance brokerage services of similar nature for the last 5 years</p> <p><b>B. Staff Qualification and experience:</b></p> <p>The broker should have a minimum number of four (4) professional staff with minimum qualification of University Degree or Associateship from reputable insurance institute</p> <p>The team shall also possess the academic and professional qualification</p>



as set out below:-

- i. The team shall comprise of at least four (4) experienced personnel who shall include the team leader, One (1) senior management staff and two (2) other management staff
- ii. The team leader ( Managing Director ) shall have at least ten (10) years experience as senior manager in general management in the insurance industry and a minimum academic/technical qualification of a University Degree or an Associate of the Chartered Insurance Institute
- iii. The Senior Manager shall have at least seven (7) years experience as senior manager in general management in the insurance industry and a minimum academic/technical qualification of a university degree or an Associate of the Chartered Insurance Institute.
- iv. The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry.

The broker shall submit recent curriculum vitae (CVs) signed by the professional staff and the authorized representative submitting the proposal. Key information should include number of years worked for the 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.

### **C. Proposed Insurance Covers**

A demonstration of the candidate's capability to arrange for the various insurance covers and the proposals to include :-

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 tenderer shall sign an undertaking that the proposed covers will at a minimum cover all the details provided in Section Vii - schedule of insurance covers. The Broker must provide detailed Risks notes/Cover summaries for each policy in the technical proposal.

### **D. Methodology and Work plan for claims settlement**

The Broker must illustrate the methodology and Work plan ( with appropriate timelines) that will be used to carry out the assignments and indicate the proposed claims turn around period

### **E. Risk Management Capacity:-**

The Broker shall indicate their risk management capacity and shall be required to illustrate the methodology to be used to carry out loss control

	<p>surveys and recommendations noting the viability of the recommendations with regard to time and cost.</p> <p><b>F. Proposed Contract terms and Conditions</b>  All the contract terms and conditions and any other underwriting requirements MUST be clearly disclosed in the technical proposal</p> <p>The technical evaluation will be undertaken as stipulated in SECTION VII - <i>TECHNICAL EVALUATION RESPONSE FORM</i>.</p> <p><b>PHASE 3: FINANCIAL EVALUATION</b></p> <p>In order to be financially evaluated, tenderers should submit financial proposals comprising the following.</p> <ol style="list-style-type: none"> <li>1) The tenderer shall provide in its financial proposal, quotations from the underwriters on particular covers and the percentage rate of premiums</li> <li>2) The financial proposal should include all the local taxes, duties, fees, levies and any other charges.</li> <li>3) Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject any variations.</li> </ol> <p><b>PHASE 4 SELECTING THE LOWEST BID</b>  The lowest evaluated bid shall be selected on the basis of price comparison of the quoted premiums per policy and grand total tender sum.</p>
<p>2.25</p>	<p><b>Award criteria:</b></p> <p><b>Recommendation of the Lowest Evaluated Bidder</b></p> <p>The lowest evaluated bid shall be the one that is determined to be the lowest quoted total premium</p>

## **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 company 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 insurance brokerage service and includes provisional insurance and risk management.
- d) **“The Company”** means Simlaw Seed Company Limited, the buyer of the Services under this contract.
- e) **“The Tenderer”** means the individual or firm supplying the services under the contract to the company.

#### **3.2 APPLICATION**

3.2.1 These general conditions shall apply in all contracts made by the company for the procurement of the insurance brokerage services.

#### **3.3 USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.3.1 The candidate shall not, without the company’s prior written consent, disclose the contract or provision thereof, or any specifications plan, drawing pattern, sample or information furnished by or on behalf of the company in connection therein to any person other than a person employed by the tenderer in the performance of the contract.

3.3.2 The tenderer shall not without the company’s prior written consent, make use of any document or information enumerated in paragraph 3.3.1 above.

3.3.3 Any document other than the contract itself, enumerated in paragraph 3.3.1 shall remain the property of the company on completion of the tenderer’s performance under the contract if so required by the company.

### **3.4 PERFORMANCE SECURITY**

- 3.4.1 Within seven (7) days of receipt of the notification of contract award, the successful tenderer shall furnish to the company the performance security in the amount specified in special conditions of contract.
- 3.4.2 The proceeds of the performance security shall be payable to the company as compensation for any loss resulting from the tenderers failure to complete its obligations under the contract.
- 3.4.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the company and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the company, in the form provided in the tender documents.
- 3.4.4 The performance security will be discharged by the company and returned to the candidate not later than thirty (30) days following the date of completion on the tenderers performance obligations under the contract, including any warranty obligation, under the contract.

### **3.5 PAYMENT**

- 3.5.1 The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.
- 3.5.2 Payments shall be made promptly by the company as specified in the contract.

### **3.6 PRICES**

- 3.6.1 Prices charged by the tenderer for goods delivery and services performed under the contract shall not, with the exception of any price adjustments authorized in special conditions of contract, vary from the prices by the tenderer in his tender.

### **3.7 ASSIGNMENT**

- 3.7.1 The tenderer shall not assign, in whole or part, its obligations to perform under this contract except with the company's prior written consent.

### **3.8 SUB-CONTRACTS**

- 3.8.1 The tenderer shall notify the company in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the contract.

### **3.9 TERMINATION FOR DEFAULT**

- 3.9.1 The company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this contract in whole or in part.

- a) If the tenderer fails to perform, deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the company.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.9.2 In the event, the company terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to the company for any excess costs for such similar goods.

### **3.10 LIQUIDATED DAMAGES**

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

### **3.11 RESOLUTION OF DISPUTES**

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

3.11.2 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 adjudication in an agreed national or international forum and/or international arbitration.

### **3.12 LANGUAGE AND LAW**

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

### **3.13 FORCE MAJEURE**

3.13.1 The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

General Conditions of Contract Reference	Special Conditions of Contract
<b>3.4.1</b>	performance security required – <b>10% of the Total tender sum</b>
<b>3.5.1</b>	Method of payment- <b>Premiums shall be paid directly to the underwriters within 30 days on receipt of invoice/Demand Note</b>
<b>3.11.2</b>	Resolution of disputes – <b>Disputes to be settled as per the arbitration Laws of Kenya</b>
<b>3.12</b>	Applicable Law- <b>Laws of Kenya</b>
	Address of both parties;- <b>Client:- Simlaw Seed Company Ltd</b> <b>P.O.Box 40042,</b> <b>NAIROBI</b>

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. GENERAL

Simlaw Seed Company seeks to engage an Insurance Broker to provide Insurance Brokerage Services as per the details provided in Section VI – Description of Services

The contract shall be for one year from 1<sup>st</sup> July 2019 to 30<sup>th</sup> June 2020

NO.	POLICY	% premium rate	Quoted Premium (kes)
1.	Fire and Perils		
2.	Fire Consequential Loss		
3.	Fidelity Guarantee (To include handling of seed).		
4.	Money		
5.	G.P.A. Employees		
6.	Public Liability		
7.	W.C.A. Acts		
8.	Stock Floater		
9.	Employer's Liability		
10.	Engineering Material Damage		
11.	All risks (to include Burglary & Computers)		
12.	Motor Vehicle Private Comprehensive		
13.	Motor Vehicle Commercial Comprehensive		
14.	Motor Cycles		
15.	Directors and Officers Liability		
16.	Burglary		
	<b>Total Amount (Kes)</b>		

**SECTION VI – DESCRIPTION OF SERVICES**

**FIRE & SPECIAL PERILS**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI.</b>			
<b>POLICY</b>	FIRE & SPECIAL PERILS			
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020			
<b>SCOPE OF COVER</b>	Fire, Lightning, bush fire, full explosion, earthquake (fire shock or volcanic eruption), riots, strike, malicious damage and special perils as per policy.			
<b>INTEREST AND SUM INSURED</b>	<b>Item</b>	<b>Description</b>	<b>Industrial &amp; Office Building,</b>	<b>Machinery Plant &amp; Contents.</b>
	1.	Office block - building property Situating at Nairobi Kijabe Street (LR No. 209/4360/33,&209/4360/32	<b>KSHS</b> 150,580,000.00	<b>KSHS</b> 241,780,288.98
	2.	On property at Ruaraka Go down No.2,3 & 4		299,855,703.83
	3.	On property at Loitoktok		4,837,130.00
		<b>Grand Total</b>	<b>132,000,000.00</b>	<b>546,473,122.81</b>
<b>DECLARATIONS</b>	It is declared and agreed that: a) Plant, Machinery and content items included stores, spares, tools and all other contents – other than stocks.			
<b>GEOGRAPHICAL LOCATION</b>	Various locations as indicated above			
<b>EXTENSIVE CLAUSES</b>	As per standard policy			
<b>EXCESS</b>	Quotations			



## **FIRE & CONSEQUENTIAL LOSS**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
<b>POLICY</b>	FIRE CONSEQUENTIAL LOSS	
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020	
<b>SCOPE OF COVER</b>	Reduction in turnover or increase in cost of working to maintain turnover as a result of fire, full explosion, earthquake (fire and volcanic eruption) riot, strike, malicious damage and special perils.	
<b>LIMITS OF INDEMNITY</b>	<b>DESCRIPTION</b> Gross profit less salaries/wages Wages/salaries Period of indemnity	<b>LIMIT</b> Kshs.296,433,000.00 <b>Kshs.113,000,000.00</b> 12 months
<b>BUSINESS</b>	Seed Processing, Distribution and Production	
<b>GEOGRAPHICAL LOCATION</b>	Nairobi, Kijabe Street, Ruaraka 1& 2, Loitoktok, Karatina and Meru depots	
<b>EXTENSIVE CLAUSES</b>	As per standard policy	
<b>EXCESS</b>		

## **PUBLIC & PRODUCT LIABILITY**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
<b>POLICY</b>	PUBLIC & PRODUCT LIABILITY	
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020	
<b>SCOPE OF COVER</b>	Legal liability in respect of accidental death injury/illness or loss or damage to property of third parties including legal expenses.	
<b>BUSINESS</b>	Seed Production, Seed Processing, Drying, Shelling and Property owners	
<b>LIMITS OF INDEMNITY</b>	General Liability claims: Food and drinks claims: Products Liability claims:	<b>ANY ONE CLAIM</b> Kshs.5,000,000.00 Kshs.5,000,000.00 Kshs.3,000,000.00
<b>EXTENSIVE CLAUSES</b>	As per standard policy	
<b>EXCESS</b>		

## MONEY

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
<b>POLICY</b>	MONEY POLICY	
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020	
<b>SCOPE OF COVER</b>	Loss of money and damages to safes as declared. Money deemed to include cash, bank and currency notes, postage revenue and NHIF stamps postal and money orders, uncrossed and bearer cheques.	
<b>INTEREST &amp; SUM INSURED</b>	Cash/wages in transit until paid out Cash in locked safe/strong rooms Cash in premises during business hours Cash in premises out of safe out of business hours Cash in hands of Salesmen	<b>KSHS</b> 200,000.00 1,000,000.00 1,000,000.00 200,000.00 200,000.00
<b>GEOGRAPHICAL AREA</b>	Within Kenya	
<b>EXTENSIVE CLAUSES</b>	As per standard policy	
<b>BASIS OF EVALUATION</b>	Cash Safe	Indemnity Reinstatement
<b>ANNUAL PREMIUM</b>		
<b>INSURER</b>		

## FIDELITY QUARANTEE

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
<b>POLICY</b>	FIDELITY GUARANTEE		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	In respect of all pecuniary loss as a result of infidelity of employees of the insured and handling of seeds.		
<b>INSURED PERSONS</b>	As per under noted schedule maximum any one item: Kshs.1000,000.00		
<b>GUARANTEE</b>	<b>Position</b>	<b>No. of Persons</b>	<b>Limit per person</b>
	Managers	9	800,000.00
	Accountants	7	400,000.00
	Clerks	10	400,000.00
	Salesmen	10	400,000.00
	Messengers	2	100,000.00
	Drivers	5	500,000.00
<b>EXTENSIVE CLAUSES</b>	As per standard policy but to include collusion limit of KShs.2,000,000.00		
<b>EXCESS DISCOVERY PERIOD</b>	Quotation		
<b>ANNUAL PREMIUM</b>	Quotations		
<b>INSURER</b>			

## **GROUP PERSONAL ACCIDENTS - EMPLOYEES**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI.</b>
<b>POLICY</b>	GROUP PERSONAL ACCIDENT - EMPLOYEES
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020
<b>SCOPE OF COVER</b>	Payment of benefits as defined, as a result of accidental death or bodily injury to insured persons including riot, strike and malicious damage but excluding war, civil war and kindred risks. <ul style="list-style-type: none"> <li>• Death – 3 years’ earnings</li> <li>• Permanent total disability -3 years’ earnings</li> <li>• Temporary total disability – Actual weekly earnings up to 104 weeks</li> </ul>
<b>INSURED PERSONS</b>	All employees of the Company Estimated annual earnings Kshs.45,000,000.00 <b>Estimated number of employees 104</b>
<b>OCCUPATION</b>	Seed Processing, Seed Merchants and Seed Production.
<b>EARNINGS DEFINITION</b>	Basic salary plus constant fringe benefits
<b>EXCESS</b>	Quotation
<b>EXTENSIVE CLAUSES</b>	As per standard policy
<b>ANNUAL PREMIUM</b>	Quotations
<b>INSURER</b>	

## WORK INJURY BENEFITS ACT

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
<b>POLICY</b>	WORK INJURY BENEFITS ACT		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	Liability under WIBA in respect of accidental death, bodily injury or illness/disease to employees out of and in the course of employment.		
<b>BUSINESS</b>	Seed Processing, Distribution and Seed Production.		
<b>SCHEDULE</b>	<b>Description/Details of employment</b>	<b>Estimated No. of Employees</b>	<b>Estimated Annual Earnings &amp; Other emoluments</b>
	1.General Workers	-	Kes 3,500,000.00
	2.Casual Workers	-	Kes 3,000,000.00
<b>INSURED</b>	Employees being Workmen as defined by the Workmen's Compensation Act and whose earnings do not exceed Kes 400,000.00 per annum		
<b>EXTENSIVE CLAUSES</b>	As per standard policy		
<b>ANNUAL PREMIUM</b>	Quotations		
<b>INSURER</b>	Quotation		

## STOCK FLOATER

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI.</b>		
<b>CLASS OF INSURANCE</b>	STOCK FLOATER		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	Physical loss or damage to stocks as defined in policy wording not occasioned by or happening through any excluded causes.		
<b>INTEREST</b>	Stock in trade, consisting mainly of seed, packaging materials and the property of the insured or held in trust for which the insured is responsible whilst contained in any store or go-down as owned or occupied by the insured or whilst in transit from the time received until delivered or sold.		
<b>GEOGRAPHICAL AREA</b>	Anywhere in Kenya.		
<b>LIMITS OF LIABILITY</b>	<b>Item</b>	<b>Description</b>	<b>KSHS.</b>
	1.	Any one building- - Barco Store - Seed Shop - Ruaraka Store 1 - Ruaraka Store 2 - <u>Loitoktok</u> - <u>Meru</u> - <u>Karatina</u> <b>TOTAL</b>	140,000,000.00 10,500,000.00 110,000,000.00 180,000,000.00 <u>6,000,000.00</u> <u>10,720,000.00</u> <u>42,000,000.00</u> <b><u>499,220,000.00</u></b>
	2.	Any one road transit:	10,000,000.00
	3.	Estimated Annual turnover Approximate:	1,300,000,000.00
<b>EXCESS</b>	Quotation		
<b>EXTENSIVE CLAUSES</b>	As per standard policy		
<b>ANNUAL PREMIUM</b>	Quotations		
<b>INSURER</b>	Quotation		

## EMPLOYERS LIABILITY (COMMON LAW)

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI.</b>		
<b>POLICY</b>	EMPLOYERS LIABILITY (COMMON LAW)		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	Legal liability in respect of accidental death, bodily injury or illness/disease to employees as declared out of and in the course of employment.  <b>No. of staff - 104</b>		
<b>BUSINESS</b>	Seed Processing, Distribution and Production		
<b>SCHEDULE</b>	<b>Description/Details of Employment</b>	<b>Estimated No. of employees</b>	<b>Estimated annual wages/salary &amp; other emoluments (Kes)</b>
	Managers	9	10,000,000.00
	Secretaries	4	2,800,000.00
	Sales Officers	10	14,800,000.00
	Accountants	7	7,500,000.00
	Clerks	10	6,000,000.00
	Messengers	2	756,000.00
	Drivers	5	3,300,000.00
	<b>General Workers</b>	<b>5</b>	<b>6,400,000.00</b>
	Casuals	30	3,800,000.00
<b>GEOGRAPHICAL AREA</b>	Anywhere in Kenya		
<b>LIMITS OF INDEMNITY OPTION D:</b>	Any one person	4,000,000.00	
	Any one occurrence	25,000,000.00	
	Any one year	unlimited	
<b>EXTENSIVE CLAUSES</b>	As per standard policy		
<b>PREMIUM</b>	Quotations		
<b>INSURER</b>			



## ALL RISKS

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI.</b>		
<b>POLICY</b>	ALL RISKS		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	All risks and loss or damage to property unless occasioned by or happening through any excluded causes		
<b>INTEREST &amp; SUM INSURED</b>	<b>Schedule of Equipment and Machinery</b>	<b>No</b>	<b>Value (Kes)</b>
	Tin Printing Machine	1	700,000.00
	EBA Trainator Shredder 16364	1	3,000.00
	Automatic filling & Sealing Machine	1	2,000,000.00
	Sweda Cash Register	1	20,000.00
	Seal Master 4803	1	8,000.00
	Sony 21" TV Flat Screen	1	30,000.00
	Panasonic Fax machine	1	60,000.00
	Audian Portable Seal	1	3,000.00
	Avery Counter Scale	2	10,000.00
	Lion Safe	1	200,000.00
	Franking Machine	1	40,000.00
	Generator- medusa HP 11	1	120,000.00
	Generator -Cummings 25KVA	1	1,000,000.00
	Generator – Olimpia 200 KVA	1	4,500,000.00
	Plate glass,Cabinets sings & Display	1	400,000.00
	UPS @ Kes 7,500.00	19	142,500.00
	HP Compaq Computers	48	2,880,000.00
	Compaq Laptops	2	120,000.00
	Assorted Printers	24	216,000.00
	HP Scanner G2710	1	7,500.00
	Batch Seed Treater	1	10,000,000.00
	Gravity Table	1	2,000,000.00
	Compressor	1	400,000.00
	<b>Total</b>		<b>25,860,000.00</b>
<b>GEOGRAPICAL AREA</b>	Within Kenya		
<b>SPECIAL CLAUSES</b>	As per standard policy		
<b>EXCESS</b>	Quotation		
<b>BASIS OF EVALUATION</b>	Replacement		
<b>ANNUAL PREMIUM</b>	Quotations		
<b>INSURER</b>			



<b>INSURER</b>	
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## **MOTOR COMMERCIAL VEHICLES - COMPREHENSIVE**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40042, <b>NAIROBI</b>		
<b>POLICY</b>	COMMERCIAL VEHICLES - COMPREHENSIVE		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	Comprehensive. Provides indemnity to the insured for loss or damage to the vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the motor vehicles.		
<b>INTEREST &amp; SUM INSURED</b>	<b>Vehicle Registration No.</b>	<b>Make</b>	<b>Approximate Value (Kes)</b>
	KAM 698T	Toyota Hilux S/cap Pick up	550,000.00
	KAN 478K	Mitsubishi FH Lorry	750,000.00
	KAU 608G	Toyota Hilux S/cap Pick up	600,000.00
	KAK 287E	Mazda S/cap Pick Up	150,000.00
	KAY 054V	Isuzu Dmax S/cap Pick up	850,000.00
	KAY 055V	Isuzu Dmax S/cap Pick up	850,000.00
	KAQ 314R	Toyota Hilux S/cap Pick up	680,000.00
	KBG 382C	Isuzu Dmax S/cap Pick Up	1,250,000.00
	KBG 383C	Isuzu Dmax S/cap Pick Up	1,250,000.00
	KBN 710E	Toyota Hilux D/cap Pick up	1,600,000.00
	KBN 777E	Toyota Hilux S/cap Pick up	1,250,000.00
	KBN 775E	Toyota Hilux S/cap Pick up	1,250,000.00
	KBN 719E	Toyota Hilux D/cap Pick up	1,600,000.00
	KAY 056V	Isuzu Dmax S/cap Pick Up	1,250,000.00
KCH 928Q	Pickup Nissan	3,336,747.00	
<b>LIMIT OF LIABILITY</b>	Third Party persons – Unlimited Third Party Property – Kes. 10 million Passenger liability claims – Kes 4 million per person -Kes 12 million per event  Towing charges – Kes. 50,000 Repair authority – Kes. 50,000 Medical expenses – Kes. 50,000 Car Radio – Replacement Value Windscreen – Replacement Value		
<b>GEOGRAPHICAL AREA</b>	Within Kenya		
<b>EXCESS</b>	2.5% of Claim Amount maximum Kes. 50,000		
<b>EXTENSIVE CLAUSES</b>	1.Including Passenger legal Liability 2.Including liability of passenger's acts of negligence 3. Including windscreen/window glass damage clause 4. Including Unspecified radio/cassette damage clause 5.including use by Motor trader 6. Including unobtainable parts clause 7. Including personal effects clause Kes. 100,000 8. No fault No excess		
<b>ANNUAL PREMIUM</b>			

<b>INSURER</b>	
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**MOTORCYCLES – COMPREHENSIVE**

<b>INSURED</b>	Simlaw Seed Company Ltd., P.O. Box 40442, <b>NAIROBI.</b>		
<b>POLICY</b>	MOTORCYLCES - COMPREHENSIVE		
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020		
<b>SCOPE OF COVER</b>	Comprehensive. Provides indemnity to the insured for loss or damage to the Motorcycles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the motorcycle.		
<b>INTEREST &amp; SUM INSURED</b>	Vehicle Registration No.	Make	Approximate Value (Kes)
	KAW 399Z	Honda	100,000.00
	KAW 401Z	Honda	100,000.00
	KAW 402Z	Honda	100,000.00
	KAW 403Z	Honda	100,000.00
	KCH 099Q	Suzuki	100,000.00
	KCH 100Q	Suzuki	100,000.00
	KCH 142Q	Suzuki	100,000.00
	<b>Total</b>		<b>700,000.00</b>
<b>LIMIT OF LIABILITY</b>			
<b>EXCESS</b>	Quotation		
<b>SPECIAL CLAUSES</b>	As per standard policy		
<b>ANNUAL PREMIUM</b>	Quotations		
<b>INSURER</b>			

## DIRECTORS AND OFFICERS' LIABILITY

<b>INSURED</b>	Simlaw Seed Company Limited, P.O. Box 40042, <b>NAIROBI.</b>	
<b>POLICY</b>	DIRECTORS AND OFFICERS' LIABILITY	
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020	
<b>SCOPE OF COVER</b>	Legal liability in the event of risk exposure in course of conducting professional duties.	
<b>INTEREST</b>	All members of the Board of Directors including the chairman All Senior Managers/Officers of the Company	
<b>LIMIT OF LIABILITY</b>	Liability per event per annum– Kes. 50 million	
<b>GEOGRAPHICAL AREA</b>	Within Kenya	
<b>EXTENSIVE CLAUSES</b>	As per standard policy	
<b>EXCESS</b>	As per standard Policy	
<b>SPECIAL CLAUSES</b>	Indicate	
<b>ANNUAL PREMIUM</b>	Quotations	
<b>INSURER</b>	Quotation	

## BURGLARY

<b>INSURED</b>	Simlaw Seed Company Limited, P.O. Box 40042, <b>NAIROBI.</b>	
<b>POLICY</b>	Burglary	
<b>PERIOD</b>	1 <sup>st</sup> July 2019 to 30 <sup>th</sup> June 2020	
<b>SCOPE OF COVER</b>	Loss or damage to property insured resulting from forcible or violent entry/exit from premises	
<b>INTEREST</b>	On stock in trade whilst situated at plot no. 209/4360/30, Barrot House/ others at Kijabe street Nairobi (Barco store)	Kes 40,000,000.00
	Furniture, fixtures and fittings, machinery and plant, tenant appurtenance at 209/4360/33, others at Kijabe street	2,000,000.00
	Ruaraka Godown no 2,3,& 4	2,500,000.00
	Loitoktok	600,000.00
<b>EXTENSIVE CLAUSES</b>	As per standard policy	
<b>EXCESS</b>	As per standard Policy	
<b>SPECIAL CLAUSES</b>	Indicate	
<b>ANNUAL PREMIUM</b>	Quotations	
<b>INSURER</b>	Quotation	

## SECTION VII - STANDARD FORMS

### Notes on the Standard forms

- 7.1 **Form of Tender-** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by authorized representatives of the tenderer
- 7.2 **Price Schedule Form-** The price schedule form must be similarly completed and submitted with the tender document.
- 7.3 **Contract Form** – The Contract form shall not be completed by the tenderer at the time of submitting the tender. The Contract form shall be completed after contract award and should incorporate the accepted contract price.
- 7.4 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents
- 7.5 **Tender Security Form** – When required by the tender document, the tenderer shall provide the tender security in the form included hereinafter.
- 7.6 **Performance Security Form** – The performance security form should not be completed by the tenderer at the time of the tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein.
- 7.7 **Evaluation Response Form** – This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
- 7.8 **Tenderer’s Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

**FORM OF TENDER**

Date:

Tender No. SSC/T/INS/1/2019/2020

To:

Simlaw Seed Company Ltd;  
P.O. Box 40042,  
**NAIROBI.**

Gentlemen and/or Ladies: -

- 1. Having examined the tender documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to PROVIDE INSURANCE BROKERAGE SERVICE in conformity with the said tender documents for the sum of

.....  
*(total tender amount in words and figures)*

or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

- 2. We undertake, if our Tender is accepted to deliver the Services in accordance with the delivery schedule specified in the schedule of requirements.
- 3. We agree to abide by this Tender for a period of **(90) Ninety days** from the date fixed for tender opening and 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. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of awards shall constitute a binding contract between us.
- 5. We understand that Simlaw Seed Company is not bound to accept the lowest or any tender you may receive.

Dated this ..... day of ..... 2019.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the capacity of)

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



**PRICE SCHEDULE FORM**

<b>NO</b>	<b>POLICY</b>	<b>PROPOSED UNDERWRITER</b>	<b>ANNUAL PREMIUM QUOTED KSHS.</b>
1.	Fire and Perils		
2.	Fire Consequential Loss		
3.	Fidelity Guarantee (To include handling of seed).		
4.	Money		
5.	G.P.A. Employees		
6.	Public Liability		
7.	W.C.A. Acts		
8.	Stock Floater		
9.	Employer's Liability		
10.	All risks (to include Burglary & Computers)		
11.	Motor Vehicle Private Comprehensive		
12.	Motor Vehicle Commercial Comprehensive		
13.	Motor Cycles		
14.	Directors' and Officers' Liability		



*Superior & Reliable*

**SIMLAW SEED COMPANY LIMITED**

**CONTRACT AGREEMENT**

**CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between **SIMLAW SEED COMPANY of P.O.BOX 40042 NAIROBI** (hereinafter called “the Procuring entity) of the one part and ..... of **P.O.BOX .....** (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for provision of insurance Brokerage services and has accepted a tender by the tenderer for the provision of those services in the sum of **Kes.....** (Hereinafter called “the Contract Price).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Description of Service
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Company Notification of Award AND Acceptance

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods 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 provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Name ..... Signed .....  
*(General Manager - SSC)*

in the presence of

Name ..... Signed .....  
*(Witness - SSC)*

Name ..... Signed .....  
*(Supplier)*

in the presence of

Name ..... Signed .....  
*(Witness)*

**TENDER QUESTIONNAIRE**

Please fill in block letters:

1. Tenderer's full names:.....
2. Full address of Tenderer:.....  
.....
3. Telephone:.....
4. Fax or E-mail:.....
5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period.  
.....  
.....
6. Details of Tenderer's nominated agent (if any) to receive tender notices. (This is essential if the tenderer does not have its registered address in Kenya).  
  
Name:.....  
  
Postal Address:.....  
  
Telephone, Fax or E-mail No.....

**CONFIDENTIAL QUESTIONNAIRE**

You are requested to give the particular indicated here below:-

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

**PART I – GENERAL**

- a) Business  
Name:.....
  
- b) Location of business premises and registered office Country/Town  
.....  
.....
  
- c) Plot Number.....  
Street/Road.....
  
- d) Postal Address.....  
Telephone.....  
  
Fax.....  
Email.....
  
- e) Nature of Business (Specialization).....  
.....  
.....
  
- f) Current Trade License No..... Expiry Date.....  
(Attach Copy)
  
- g) Pin Number.....(Attach Copy)
  
- h) V.A.T. Certificate Number.....(Attach Copy)
  
- i) Maximum value of business which you can handle at any one time  
Kshs.....
  
- j) Name of your Bankers.....  
Branch.....

- k) Your agreeable trade terms (mode of payment, credit allowable and basis of discount.....  
.....
- i) Bank certificate on the tenderer's liquidity, stability and credit limitation (Attach Banker's Statement on these)

**PART 2 (A)**

**SOLE PROPRIETOR**

- a) Your Name in full.....  
Age.....
- b) Nationality..... Country of Origin.....  
Citizen  
Details.....  
..

**OR PART 2 (B)**

**PARTNERSHIP**

Give details of partners as follows: -

<u>Name</u>	<u>Nationality</u>	<u>Shares</u>
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....
4.....	.....	.....

**OR PART 2 (C)**

**REGISTERED COMPANY**

- a) Private or Public.....state the nominal issued capital of the company:-

Nominal Kshs.....

Issued Kshs.....

b) Details of Directors:-

<u>Name</u>	<u>Nationality</u>	<u>Shares</u>
1.....	.....	.....
2.....	.....	.....
3.....	.....	.....
4.....	.....	.....

If Kenya citizen, indicate, under “Citizenship details” whether by birth naturalization or registration.

**PART 3**

In the event of this tender being accepted in part or in full within the stipulated 90 days, I/we agree to provide against an order signed by an authorized officer of Simlaw Seed Company Limited, those services accepted in this tender as per your measurement and date that failure on my/our part to meet these requirements constitutes a breach of contract.

Tenderer’s Full Names.....

Signature.....

Designation.....

Full Trade Address: P.O. Box .....

Town.....

Tel. No.....

Fax No.....

Date.....

Witnessed by:- .....

Address: P.O. Box.....  
Town .....  
Tel. No.....  
Fax .....  
Date .....



**TENDER SECURITY FORM FORMAT**

(To be completed and authorized by a reputable Commercial bank and not an Insurance Firm)

Whereas .....(hereinafter called “the Tenderer”)  
*(Name of the tenderer)*

has submitted its tender dated.....for the provision of  
*(date of submission)*

.....hereinafter  
er  
*(Name and/or description of the services)*

called “the tender” .....

KNOW ALL PEOPLE by these present that we  
.....

Of .....having our  
registered office at  
.....(hereinafter called “the Bank”) are bound

into Simlaw Seed Company (hereinafter called “The Procuring Company”) in the  
sum of ..... For which payment well  
and truly

to be made to Simlaw Seed Company Limited, the Bank bind itself, its  
successors and assigns by these presents. Sealed with the common seal of the  
said Bank this .....day of  
.....20.....

**THE CONDITIONS of these obligations 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 Simlaw Seed Company Ltd 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 Simlaw Seed Company up to the above amount upon receipt of the company's first written demand, without it having to substantiate its demand, provided that in its demand the company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditioned, specifying the occurred conditioned 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 and Stamp of the Bank)

**EVALUATION CRITERIA  
EVALUATION RESPONSE FORMS  
PRELIMINARY CHECKLIST**

Tenderers are advised that at this stage, the tenderer's submission shall be either responsive or non-responsive. The non-responsive submissions shall be eliminated from the entire evaluated process and shall not be considered further.

No.	Parameters/Requirements	Submitted/Not submitted
1	Certificate of Incorporation for the insurance Broker	
2.	Current Insurance Regulatory Authority (IRA) registration certificate for 2018.	
3	PIN Certificate	
4	Current Association of Insurance Brokers of Kenya (AIBK) Membership certificate.	
5	Bank Guarantee or lien from Central Bank drawn in favour of Insurance Regulatory Authority (IRA) of Kes 3 Million and a copy certified by IRA	
6	Current Professional Indemnity Cover with a limit of not less Kes 50 million obtained from a reputable Insurance Company.	
7	Valid Tax Compliance Certificate Issued by Kenya Revenue Authority (KRA)	
8	Original Tender Security equivalent to 2% of the Total Tender Sum valid for additional 30 days after the expiry of the Tender Validity Period and Issued by a reputable bank or Insurance Company approved by the Public Procurement Oversight Authority (PPOA)	
9	Tender Form duly completed Signed and Stamped by the Tenderer in the format provided.	
10	Duly completed and signed Confidential Business Questionnaire in the format provided.	
11	Audited Financial Statements for the last 3 years.	
12	Reference from at least 5 Public entities that you have provided insurance Brokerage services in the last three (3) years.	
13	The CVs of four (4) key professional staff named under the staff qualifications and experience.	
14	Copies of quotations from Proposed Underwriters. <b>Note that a Broker who gives quotations different from those quoted by the proposed Underwriter will be considered non responsive and shall be disqualified.</b>	

No.	Parameters/Requirements	Submitted/Not submitted	
15	<p><b>MANDATORY REQUIREMENTS FOR THE PROPOSED UNDERWRITERS</b></p> <p>The Broker must confirm from the underwriters that they do not have any unpaid claims with Simlaw Seed Company Ltd. The Broker Must submit as minimum, certified copies of the following Mandatory Requirements of the Proposed Underwriters with their tender for the Underwriters to be eligible for evaluation and Contract Award.</p>		
	i.	Certificate of Incorporation	
	ii.	Current Registration Certificate with Insurance Regulatory Authority	
	iii.	Current Membership Registration certificate for the Association of Kenya Insurers (AKI)	
	iv.	Audited financial statements for the last three (3) years	
	v.	Evidence of Paid-Up Capital of at least Kes 50 million or as required by the Insurance Regulatory Authority.	
	vi.	Evidence of Premium Turnover in excess of Kes. 500 million for all general insurance for the last 3 years.	
	vii.	Provide a list of at least five (5) major Clients and indicate the Client's premium together with their references and contact persons	

## TECHNICAL EVALUATION RESPONSE FORM/CRITERIA

In this section the tenderer is expected to provide information to enable the Company assess their capability

### Technical Capability Checklist

No.	Criteria	Evaluation Method
1	<p><b>A. Broker's past experience:</b> A brief description of the firm's organization, Company profile and an outline of experience on provision of Insurance brokerage services of similar nature.</p>	<p>Suitability of the service provider 1 No. Of years of continuous service in Insurance Brokerage service - 5 and above 2. Current Insurance Regulatory Authority Certificate 3. Current Association of Insurance Brokers of Kenya Membership Certificate</p>
2	<p><b>B. Staff Qualification and experience:</b> The broker should have a minimum number of four (4) professional staff with minimum qualification of University Degree or Associateship from reputable insurance institute The team shall also possess the academic and professional qualification as set out below:-</p> <ul style="list-style-type: none"> <li>i. The team shall comprise of at least four (4) experienced personnel who shall include the team leader, One (1) senior management staff and two (2) other management staff</li> <li>ii. The team leader ( Managing Director ) shall have at least ten (10) years experience as senior manager in general management in the insurance industry and a minimum academic/technical qualification of a University Degree or an Associate of the Chartered Insurance Institute</li> <li>iii. The Senior Manager shall have at</li> </ul>	<p><b>a) Managing Director (Attach CV)</b> -ACII/AIHK -Relevant Degree -Post graduate Degree - Relevant experience (over 5 years) <b>b) Other three Officers (Attach CVs)</b> -ACII/AIHK -Relevant Degree/postgraduate Relevant experience (over 5 years)-</p>

	<p>least seven (7) years experience as senior manager in general management in the insurance industry and a minimum academic/technical qualification of a university degree or an Associate of the Chartered Insurance Institute.</p> <p>iv. The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry.</p> <p>The broker shall submit recent curriculum vitae (CVs) signed by the professional staff and the authorized representative submitting the proposal. Key information should include number of years worked for the 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.</p>	
3	<p><b>C. Proposed Insurance Covers</b></p> <p>A demonstration of the candidate's capability to arrange for the various insurance covers and the proposals to include :-</p> <p>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 tenderer shall sign an undertaking that the proposed covers will at a minimum cover all the details provided in Section Vii - schedule of insurance covers. The Broker must provide detailed Risks notes/Cover summaries for each policy in the technical proposal.</p>	<p>State the highest value of claims recently paid for risks of relevant class of policies for at least five clients( excluding Simlaw Seed company)- Attach proof</p>

4	<p><b>D. Methodology and Work plan for claims settlement</b></p> <p>The Broker must illustrate the methodology and Work plan ( with appropriate timelines) that will be used to carry out the assignments and indicate the proposed claims turn around period</p>	Submit illustration of methodology
5	<p><b>E. Risk Management Capacity:-</b></p> <p>The Broker shall indicate their risk management capacity and shall be required to 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.</p>	State value of risks covered by insurers in addition to the methodology
6	<p><b>Experience</b></p> <p>Submit evidence from five major clients for similar services rendered in the five years.</p>	<p>Attach letters of recommendations</p> <p>- 4 clients and above</p>

**UNDERWRITER'S APPOINTMENT CONFIRMATION**

To: Simlaw Seed Company Limited,

Where as .....  
*(Name of underwriters)*

Who are established and reputable insurance underwriters of the said policy/policies:-  
.....  
*(Description)*

having Offices at .....  
*(Office address)*

do hereby authorize.....  
*(Name and address of Agent/Broker)*

to submit a tender, and subsequently negotiate and sign the contract with  
you against tender No.....  
*(Tender reference)*

for the Insurance Services provided by us. We hereby extend our full guarantee  
and warranty as per the General condition of contract for the services offered for  
provision by the above firm against this invitation for tenders.

.....  
*(Signature for and on behalf of Underwriters)*

Seal or Company Stamp: .....



**BIDDERS EXPERIENCE REQUIREMENT FORM**

<b>NO</b>	<b>CONTACT INFORMATION</b>	<b>DETAILS</b>
1	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
2	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
3	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
4	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
5	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	

