

# **Agricultural Finance Corporation**



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**TENDER DOCUMENT FOR PROVISION OF  
INSURANCE SERVICES FOR DEVELOPMENT HOUSE**

**DURING THE FINANCIAL 2018/2019**

**TENDER NO. AFC/03d/03/2018**

**Closing Date: Tuesday, 24<sup>th</sup> April, 2018 at 12.00noon**

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**SECTION I - INVITATION FOR TENDERS**    **Date:** 03-04-2018

**TENDER NO:** AFC/03d/03/2018

**TENDER NAME:** Provision of Insurance Services for Development House

- 1.1** The Agricultural Finance Corporation invites eligible candidates to bid outside IFMIS for **Provision of Insurance Services for Development House**.
- 1.2** Interested eligible candidates may obtain tender documents from the Corporation's website: [www.agrifinance.org](http://www.agrifinance.org), free of charge.
- 1.3** Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings (KES) and shall remain valid for a period of **(120)** days from the closing date of the tender.
- 1.4** In case of any query, please use the following addresses:

[procurement@agrifinance.org](mailto:procurement@agrifinance.org)

**The Managing Director,  
Agricultural Finance Corporation,  
P.O. Box 30367 – 00100 GPO,  
NAIROBI.**

- 1.5** The bids should be dropped in the Tender Box situated on 5<sup>th</sup> Floor of Development House, along Moi Avenue, on or before **Tuesday, 24<sup>th</sup> April, 2018 at 12.00 Noon**
- 1.6** Tenders will be opened through IFMIS immediately thereafter in the presence of the Tenderers or their representatives who choose to attend the opening at **3<sup>rd</sup> Floor of Development House, along Moi Avenue, the AFC/ADC Conference Hall, at 2.30pm.**

**Head of Procurement  
Agricultural Finance Corporation**

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

**2.1.1.** This Invitation to tender is open to all Tenderers eligible as described in the 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 Agricultural Finance Corporation's **employees, committee members, board members and their relatives (spouse and children)** are not eligible to participate in the tender.

**2.1.3.** Tenderers shall provide the qualification information statement that the Tenderers (**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 Corrupt or Fraudulent practices or debarred from participating in Public Procurement shall not be eligible.

### 2.2 Cost of Tendering

**2.2.1** The Tenderers shall bear all costs associated with the preparation and submission of its tender, and the Agricultural Finance Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### 2.3 Contents of tender documents

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

- i)** Instructions to Tenderers
- ii)** General Conditions of Contract
- iii)** Special Conditions of Contract
- iv)** Schedule of Requirements
- v)** Details of service
- vi)** Form of tender
- vii)** Price schedules
- viii)** Confidential Business Questionnaire Form
- ix)** Tender Security Form
- x)** Integrity Declaration Form

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## xi) Non-Debarment Statement 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 Agricultural Finance Corporation by post, fax or by email at the Agricultural Finance Corporation's address indicated in the Invitation for tenders. The Agricultural Finance Corporation 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 Agricultural Finance Corporation. Written copies of the Agricultural Finance Corporation's 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 Agricultural Finance Corporation 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 10%

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

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

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

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

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## **2.6 Language of Tenders**

**2.6.1** The tender prepared by the tenderer, as well as all correspondences and documents relating to the tender exchanged by the Tenderer and the Agricultural Finance Corporation, 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;
- (b) Documentary evidence establishing that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security of Kshs 100,000 valid for a period of 150 days from the date of tender opening
- (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.

## **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.

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**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 Validity of Tenders**

**2.12.1** Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Corporation as non-responsive.

**2.12.2** In exceptional circumstances, the Corporation 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 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.13 Deadline for Submission of Tenders**

**2.13.1** Tenders must be received by the Agricultural Finance Corporation at the address specified under paragraph 2.15.2 not later than **Tuesday, 24<sup>th</sup> April, 2018 at 12.00 Noon.**

**2.13.2** The Agricultural Finance Corporation 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 Agricultural Finance Corporation and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.14 Modification and Withdrawal of Tenders**

**2.14.1** 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.

**2.14.2** 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.

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

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**2.14.4** 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.

## **2.15 Opening of Tenders**

**2.15.1** The Agricultural Finance Corporation will open all tenders in IFMIS in the presence of Tenderers' representatives who choose to attend, at **2.30p.m., Tuesday, 24<sup>th</sup> April, 2018**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

**2.15.2** 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 Agricultural Finance Corporation, at its discretion, may consider appropriate, will be announced at the opening.

**2.15.3** The Agricultural Finance Corporation 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.

## **2.16 Clarification of Tenders**

**2.16.1** To assist in the examination, evaluation and comparison of tenders the Agricultural Finance Corporation 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.

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

## **2.17 Preliminary Examination and Responsiveness**

**2.17.1** The Agricultural Finance Corporation 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.

**2.17.2** 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



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**2.17.3** The Agricultural Finance Corporation 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.

**2.17.4** Prior to the detailed evaluation, pursuant to paragraph 2.20, the Agricultural Finance Corporation 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 Agricultural Finance Corporation's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**2.17.5** If a tender is not substantially responsive, it will be rejected by the Agricultural Finance Corporation and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.18 Conversion to single currency**

**2.18.1** Where other currencies are used, the Agricultural Finance Corporation 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.

## **2.19 Evaluation and Comparison of Tenders**

**2.19.1** The Agricultural Finance Corporation will evaluate and compare the tenders which have been determined to be substantially responsive.

**2.19.2** The Agricultural Finance Corporation's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

**2.19.3** Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

- (a) Operational Plan
- (b) The Agricultural Finance Corporation requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Corporation's required delivery time will be treated as non-responsive and rejected.

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- (c) Deviation in payment schedule
- (d) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.
- (e) Tenders will be evaluated on the basis of this base price.
- (f) 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 Agricultural Finance Corporation may consider the alternative payment schedule offered by the selected Tenderer.

**2.19.4** The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## 2.20 Preliminary Evaluation

The Preliminary Evaluation's purpose is to look at mandatory requirements needed to operate as a company; this does not have any score but it is marked Yes/No and if a Firm gets even One (1) No, it is disqualified at that stage. Please submit copies of the following mandatory requirements for Preliminary Evaluation:

### 2.20.1 Preliminary Evaluation Criteria

S/No.	Criteria	Yes	No
1.	Certificate of Incorporation /Registration Certificate		
2.	Must submit a copy of current year license for registration with the Commissioner of Insurance.		
3.	Submit a copy of Valid trade License		
4.	Must be a member of the <b>Association of Kenya Insurance (AKI),provide current certificate</b>		
5.	Must have a Re-Insurance Treaty and provide evidence in form of <b>Reinsurance Slip(s) or Cover Notes</b>		
6.	Valid Tax Compliance Certificate		
7.	Valid PIN/VAT Certificate		
8.	CR12 Certificate		
9.	Attach Copies of Director(s) National ID Card		
10.	Confidential Business Questionnaire dully filled and signed by Company authorized Director(s)		
11.	Tender Security of Kshs 100,000		
12.	Integrity Declaration Form dully filled and signed by Company authorized Director(s)		
13.	Non-Debarment Statement Form dully filled and signed by Company authorized Director(s)		

Please ensure that you adhere fully to the above requirements because this is an elimination stage. As mentioned above, if you miss even One (1) document you will be eliminated at this stage.

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## 2.20.2 Technical Evaluation

In preparing the Technical Proposal, Tenderers are expected to examine the documents constituting this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

The Technical Evaluation will be scored at a maximum of 100 points with a minimum of 70 points. Those firms managing technical score of 70 points and above will proceed to the Financial Evaluation stage.

### TECHNICAL EVALUATION CRITERIA

No	General Requirement	Specific Requirement	Weighted Score	Maximum Score
1	Experience	<b>5 years experience in General Insurance, i.e.:-</b> i. Fire and Special Perils ii. Public Liability iii. All Risks iv. Sabotage, Political Risks and Terrorism Must give a list of <b>Five (5)</b> reputable clients they cover for General Insurance at with at least a premium of Kshs <b>Ten (10)</b> Million <b>Attach evidence in terms of award letters, LPOs or Contract D</b>	4	20
			4	20
2	Technical Capacity	Evidence of finalized specific General Insurance re-insurance arrangement programme	1	5
		Proof of prompt claims settlement ability to its General Insurance providers (Evidence from Key Major firms)		5
		Evidence of making profit in the last 3 years as indicated in audited accounts	3.3	10
		Provide Claim procedure and turn around period and/or (Provide Methodology work plan)		5
3	Key Staff	<b>Key professional staff each with the following qualifications:-</b> Principal Officer must have a minimum of undergraduate bachelor degree plus be an associate of the Chartered Insurance Institute or equivalent with copies of qualification certificates with not less than five (5) years experience in the insurance industry. The rest should have a minimum of a Diploma of the Chartered Insurance or equivalent with at least five years experience in insurance industry. Attach detailed company profile including CVs of the senior management staff showing qualifications and years of experience, copies of academic certificates must be attached.	5	15
			5	
			5	
4	Financial Capability	Attach evidence of audited accounts and or Bank statements for the last three years which should show proof of financial strength of the firm to service the contract. Must have gross written premium of at least 500m	5	15
				5
<b>TOTAL</b>				<b>100</b>

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**The pass mark shall be 70% in order to proceed to the Financial Evaluation**

## **2.20.3 Financial Evaluation**

The Financial Evaluation will be scored at a maximum of 30 points. You will be required to submit the following mandatory documents for Financial Evaluation:

- (i) Fully Quoted Price Schedule
- (ii) Form of Tender duly filled and signed by Company authorized Director(s)
- (iii) The successful firm will be required to furnish a 10% performance bond of the bid price.

## **2.21 Contacting the Procuring Entity**

**2.21.1** No tenderer shall contact the Corporation on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.22 Post-qualification**

**2.22.1** The Agricultural Finance Corporation 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.

**2.22.2** 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, as well as such other information as the Corporation deems necessary and appropriate.

**2.22.3** 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 Corporation will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.23 Award Criteria**

**2.23.1** The Agricultural Finance Corporation 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.

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- 2.23.2** To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

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

**2.24.1** The Agricultural Finance Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

**2.24.2** The Agricultural Finance Corporation 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.

**2.24.3** 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.

## **2.25 Notification of Award**

**2.25.1** Prior to the expiration of the period of tender validity, the Agricultural Finance Corporation will notify the successful tenderer in writing that its tender has been accepted.

**2.25.2** The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the Corporation. Simultaneously the other tenderers shall be notified that their tenders were not successful.

**2.25.3** Upon the successful Tenderer's furnishing of the performance security (where applicable) the Corporation will promptly notify each unsuccessful Tenderer and will discharge its tender security.

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## **2.26 Signing of Contract**

- 2.26.1** At the same time as the Corporation notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2** Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Corporation.
- 2.26.3** The contract will be definitive upon its signature by the two parties.
- 2.26.4** 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.

## **2.27 Corrupt or Fraudulent Practices**

- 2.27.1** The Agricultural Finance Corporation 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.
- 2.27.2** The Agricultural Finance Corporation 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
- 2.27.3** 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**

### **Notes on the Appendix to the Instruction to Tenderers**

- 1.** The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
- 2.** The Agricultural Finance Corporation should specify in the appendix information and requirements specific to the circumstances of the Agricultural Finance Corporation, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.

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3. In preparing the Appendix the following aspects should be taken into consideration;
  - a) The information that specifies and complements provisions of Section II to be incorporated.
  - b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

## **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

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## **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 Agricultural Finance Corporation's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Corporation 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 Corporation's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

**3.4.3** Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Corporation and shall be returned (all copies) to the Corporation (where applicable) on completion of the contract's or performance under the Contract if so required by the Corporation.

## **3.5. Patent Rights**

**3.5.1** The Contractor shall indemnify the Corporation 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 Delivery of services and Documents**

**3.6.1** Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Corporation in the schedule of requirements and the special conditions of contract.

## **3.7 Payment**

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

**3.7.2** Payment shall be made promptly by the Corporation, but in no case later than forty-five (45) days after submission of an invoice or claim by the contractor.



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## **3.8 Prices**

**3.8.1** Price 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 Corporation's request for tender validity extension whichever the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by both parties.

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

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

**3.8.4** Price variation requests shall be processed by the Corporation within 30 days of receiving the request.

## **3.9 Assignment**

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

## **3.10 Termination for Default**

**3.10.1** The Corporation 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 Corporation;
- (b) If the Contractor fails to perform any other obligation(s) under the Contract;
- (c) If the Contractor in the judgment of the Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**3.10.2** 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.

## **3.11 Termination for Insolvency**

**3.11.1** The Corporation 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

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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 Corporation.

## **3.13. Termination for Convenience**

**3.13.1** The Corporation 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 Corporation 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 Corporation and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

## **3.15. Governing Language**

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

## **3.16. Applicable Law**

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

## **3.17 Force Majeure**

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

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## 3.18 Notices

**3.1.1** 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.

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

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## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

- 1.** The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
- 2.** The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
- 3.** In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

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## SECTION V - SCHEDULE OF REQUIREMENTS

### INSURANCE SERVICES FOR DEVELOPMENT HOUSE

#### PROVISION OF INSURANCE SERVICES – DEVELOPMENT HOUSE

- The insured is “**Agricultural Development Corporation & Agricultural Finance Corporation**”.
- The premises is a commercial building “**Development House L.R. Nos.209/3847 & 209/6987**” situate along Moi Avenue, Nairobi County.

<u>CLASS OF INSURANCE</u>	<u>SUM INSURED (KES)</u>
1. Fire and special Perils	1,400,000.00
2. Fire Consequential Loss (plus loss of profits)	100,000,000.00
3. Plate Glass	6,000,000.00
4. Public Liability	10,000,000.00
5. All Risks	15,875,000.00
6. Sabotage, political risks & terrorism	<b>1,400,000.00</b>

The description of the property insured against ‘**All Risks**’ policy is as follows:-

	<b>KES</b>
a) Office furniture	400,000.00
b) Office equipment	700,000.00
c) Water pumps	1,440,000.00
d) Air conditioners	1,200,000.00
e) Plastic water storage tanks	600,000.00
f) Security surveillance equipment (cameras, DVR & walkthrough metal detector)	1,035,000.00
g) Firefighting equipment	500,000.00
h) Generator set	<u>10,000,000.00</u>
<b>TOTAL</b>	<b><u>15,875,000.00</u></b>

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## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form**
5. **Integrity Declaration Form**
6. **Non-Debarment Statement Form**

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## 6.1 Form of Tender

**To:** Agricultural Finance Corporation  
P.O. Box 30367 - 00100  
NAIROBI

**Date:** \_\_\_\_\_

**Tender No:** AFC-03d-03-2018

**Tender Name:** Provision of Group Life Insurance Services

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 \_\_\_\_\_ 2018

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

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

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



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## 6.2 Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KES.)
<b>1.</b>	Insurance Services for Development House	
Other Costs (Where applicable)		
<b>Grand Total Quoted</b>		

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## 6.3 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 Kes. ....

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
<b>1.</b>	.....	.....	.....	.....
<b>2.</b>	.....	.....	.....	.....
<b>3.</b>	.....	.....	.....	.....

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .... Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
<b>1.</b>	.....	.....	.....	.....
<b>2.</b>	.....	.....	.....	.....
<b>3.</b>	.....	.....	.....	.....

**Date:** ..... **Signature of Tenderer:** .....

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

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## 6.4 Tender Security Form

Whereas ..... [Name of the tenderer](Hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the supply, installation and commissioning of .....[name and/or description of the equipment] (hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (Hereinafter called “the Bank”), are bound unto ..... [Name of procuring entity] (Hereinafter called “the Procuring entity”) in the sum of ..... 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 tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 date.

[Signature of the bank]\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

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## 6.5 INTEGRITY DECLARATION FORM

I/We/Messrs.....of .....  
Street/Avenue, Building, P.O. Box ..... Code ..... of ..... (Town) .....  
(Nationality)

Phone ..... Email .....  
Declare that Public procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We .....  
Declare that I/We will offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with.

**Tender Name:** .....

**Tender No:** .....

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this ..... Day of ..... 20.....

Authorized Signature ..... Official Stamp .....

Name and Title of Signatory .....  
.....

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## 6.6 NON-DEBARMENT STATEMENT FORM

I/We/Messrs ..... of .....  
Street/Avenue, Building, P.O. Box ..... Code ..... of ..... (Town)  
..... (Nationality)

Phone ..... Email .....  
Declare that I/We/Messrs ..... Are not  
debarred from participating in Public procurement by the Public Procurement  
Regulatory Authority pursuant to section 41 of the Public Procurement and Asset  
Disposal Act, 2015.

Dated this ..... Day of ..... 20.....

Authorized Signature .....

Official Stamp .....

Name and Title of Signatory .....  
.....