

TENDER DOCUMENT FOR PROCUREMENT OF INSURANCE BROKERAGE SERVICES

TENDER NO: CA/SCM/OT/29/2024-2025

Director General/CEO
Communications Authority of Kenya
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INVITATION TO TENDER

PROCURING ENTITY:

Communications Authority of Kenya (CA) CA Centre, Waiyaki Way P.O. Box 14448 Nairobi 00800

Tel: +254 703-042000 Email: <u>tenders@ca.go.ke</u>

CONTRACT NAME AND DESCRIPTION: PROCUREMENT OF INSURANCE BROKERAGE SERVICES REQUIRED FOR THE PERIOD $1^{\rm ST}$ JULY 2025 - $30^{\rm TH}$ JUNE 2028

- 1. The Communications Authority of Kenya (CA) invites sealed tenders from insurance brokers for the provision of insurance brokerage services for a period of three years subject to annual satisfactory performance review.
- 2. This open competitive tender is eligible to firms who are Insurance Brokers.
- 3. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers.
- 4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between 9:00 am to 4:00 pm, Monday to Friday, excluding Public Holidays, at the CA Centre on Waiyaki Way, Supply Chain Management (SCM) Department, 2nd floor Wing A *at* the CA Centre.
- 5. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non- refundable fees of Kshs.1000.00 payable to CA and a receipt obtained from our Accounts office, located in the CA Centre. Tender documents may be obtained electronically from the Website: https://www.ca.go.ke/open-tenders or Public Procurement Information Portal (PPIP) supplier portal: https://tenders.go.ke/OpenTenders. Tender documents obtained electronically will be free of charge.
- 6. Tender documents may be viewed and downloaded for free from the website: https://www.ca.go.ke/open-tenders or Public Procurement Information Portal (PPIP) supplier portal: https://tenders.go.ke/OpenTenders. Tenderers who download the tender document must forward their particulars immediately to tenders@ca.go.ke to facilitate any further clarification or addendum.
- 7. All Tenders must be accompanied by a *tender Security of* Kes **200,000.00** valid for 240 days in form of a guarantee from a reputable bank payable to the Director-General, Communications Authority of Kenya (Self-insured tender securities are not allowed).
- 8. The Tenderer shall chronologically serialize all pages of their tender documents submitted. (*E.g in a sequence such as 1, 2, 3.*)
- 9. Completed tenders in a plain sealed envelope marked **Tender for provision of Insurance Brokerage Services -CA/SCM/OT/29/2024-2025** must be delivered to the address below on or
 before 5th March 2025 at 10.30 a.m. East African Time. Electronic Tenders will not be
 permitted.
- 10. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
- 11. Late tenders will be rejected.
- 12. The addresses referred to above are:
- A. Address for obtaining further information and for purchasing tender documents

Director / Supply Chain Management Communications Authority of Kenya Telephone number: 0703042000/310 Email Address: tenders@ca.go.ke

Postal Address: P.O. Box 14448 Nairobi – 00800

13. Physical Address: CA Centre, Waiyaki Way, 2nd Floor, Wing A

A. Address for Submission of Tenders.

Director / Supply Chain Management
Communications Authority of Kenya
Tender Box located at CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area.
Bulky tenders shall be registered at the Authority's Supply Chain Management Department on 2nd floor- Wing A and an acknowledgement slip issued

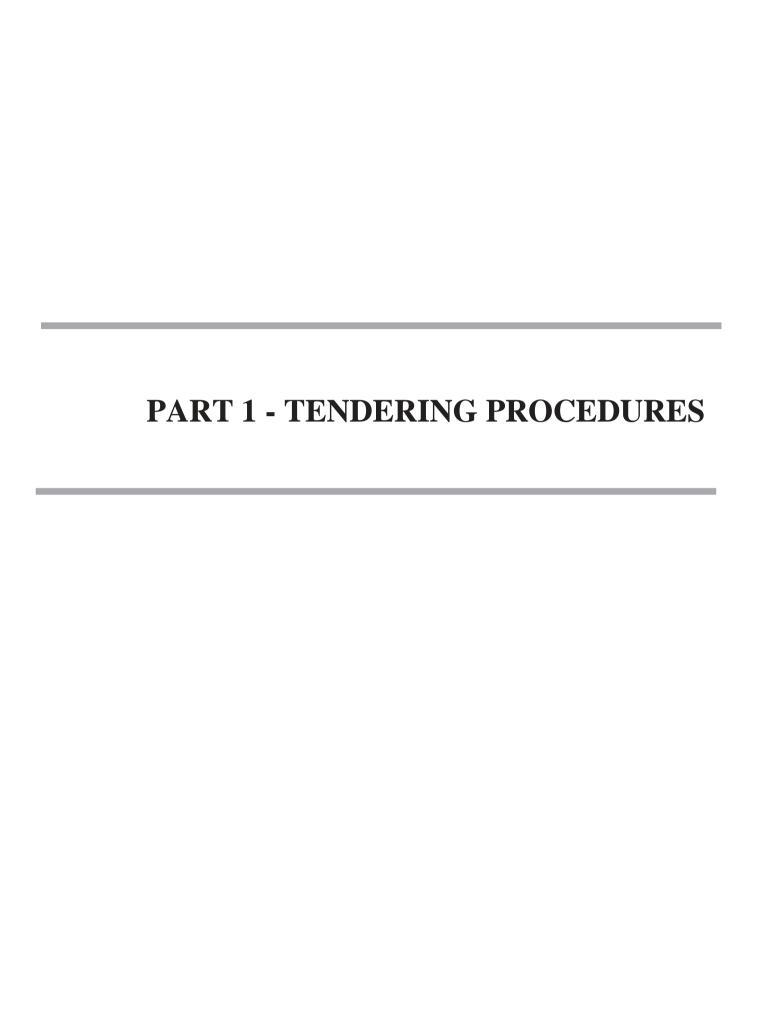
B. Address for Opening of Tenders.

Communications Authority of Kenya
CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area
Tenders will be opened, in the presence of the tenderers representatives who choose to attend

V ,

Peter Mwangi

For: Director General/CEO Communications Authority of Kenya *Email*: tenders@ca.go.ke



SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

2. Definitions

- 2.1 Throughout this tendering document:
- a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided in the TDS. The insurance duration for each item will be one year or the period specified in the TDS.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for

the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRAwww.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any

payments to any country, person, or entity in that country.

- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. content of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

- i) Section I Instructions to Tenderers (ITT)
- ii) Section II Tender Data Sheet (TDS)
- iii) Section III Evaluation and Qualification Criteri a
- iv) Section IV Tendering Forms

PART 2: Procuring Entity's Requirements

v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract-Insurance Policy
- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pretender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the prearranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre- Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause ford is qualification of a Tenderer.

8. Clarification of Tendering Document

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

9. Amendment of Tendering Document

- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance

- with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. preparation of Tenders

10. Cost of Tendering

10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

11. Language of Tender

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
- a) **Form of Tender** prepared in accordance with ITT 13;
- b) Schedules: priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) Alternative Tender: if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity**: documentary evidence in accordance with ITT 17, that the Services con form to the tendering document;
- i) Sample Insurance Policy for each type of insurance required, and
- j) Any other document required in the TDS.
- 12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

13. Form of Tender and Schedule of Requirements

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

14. Alternative Tenders

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

15. Tender Prices and Discounts

- 15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.
- 15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.
- 15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.
- 15.4 All duties, taxes, and other levies pay able by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

17. Documents Establishing Conformity of Services

- 17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.
- 17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the

Procuring Entity.

- 17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
- 18.2 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 meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

- 19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS.** The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

- 20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
 - i) cash;
 - ii) a bank guarantee;
 - iii)a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv)a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.
- 20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
 - a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a performance security in accordance with ITT 46.
- 20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

- 21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. mission and Opening of Tenders

22. Sealing and Marking of Tenders

- 22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
 - a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
 - b) in an envelope marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
 - i) in an envelope marked "ORIGINAL-ALTERNATIVETENDER", the alternative Tender; and
 - ii) in the envelope marked "COPIES -ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with **TDS** 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.
- 22.3 The outer-envelopes shall:
 - a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
 - b) bear the specific identification of this Tendering process specified in accordance with **TDS** 1.1; and
 - (c) Bear a warning not to open before the time and date for Tender opening.
- 22.4 I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

23 Deadline for Submission of Tenders

- 23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

25 Withdrawal, Substitution and Modification of Tenders

- 25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
 - a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly

- marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
- 25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
- 25.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

26. Tender Opening

- 26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.
- 26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
 - a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

- 27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

- 28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.
- 28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

- 29.1 During the evaluation of Tenders, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

- 30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordancewithITT1 7 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

- 31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions
- 31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
 - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender a rising from am is calculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

- 33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.
- 33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS.** The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS.**

34 Margin of Preference and Reservations

- 34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering processandwherethecontractexceedsthevalue/thresholdspecifiedintheRegulations.
- 34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 34.3 Contractsprocuredonbasisofinternational competitive tendering shall not be subject to reservation sexclusive to specific groups as provided in ITT 33.4.
- 34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically

indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
 - a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
 - a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
 - b) Price adjustment due to discounts offered in accordance with ITT 15.4;
 - c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
 - d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
- 35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.
- 37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one here the ender price, in combination with other constituent elements of the Tender, appears ureasonably too high to the extent that the Procuring

Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
 - i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

- 38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter in to a Contract

- 41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a <u>Notification of Intention to Enter in to a Contract</u>/Notification of award to all tenderers which shall contain, at a minimum, the following information:
 - a) The name and address of the Tenderer submitting the successful tender;

- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request debriefing/or submit a complaint during the stand still period;

42. Standstill Period

- 42.1 The Contract shall not be signed earlier than the expiry of a Stands till Period of 14days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

- 43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Negotiations

- 44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.
- 44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <u>Letter of Award</u> to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

46. Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
 - a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint and Administrative Review

- 49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.
- 49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

TTT	DADTICULA DE CE ADDENDIV DO INCEDITORIONE DO DENDEDE
ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Reference	
	B. Contents of Tendering Document
ITT 7.1	(a) Address where to send enquiries is <u>tenders@ca.go.ke</u> to reach the Procuring Entity not
8.1	later than SEVEN (7) DAYS PRIOR TO DEADLINE FOR SUBMISSION OF
0.1	` '
	TENDERS
	(b) The Procuring Entity publish its response at the website https://www.ca.go.ke/open-
	tenders or Public Procurement Information Portal (PPIP) supplier portal:
	https://tenders.go.ke/OpenTenders
	https://tenders.go.ke/openFenders
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later
	than 7 DAYS before the date of closing of the tender
	Ţ
ITT 8.1	(b) Address where to send enquiries is <u>tenders@ca.go.ke</u> to reach the Procuring Entity not
	later than SEVEN (7) DAYS PRIOR TO DEADLINE FOR SUBMISSION OF
	TENDERS
	(b) The Procuring Entity publish its response at the website https://www.ca.go.ke/open-
	tenders or Public Procurement Information Portal (PPIP) supplier portal:
	https://tenders.go.ke/OpenTenders
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ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Reference	TARTICULARS OF AFFERDIX TO INSTRUCTIONS TO TEMPERS
ITT 15.5	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract
ITT 16.1	The currency of the Tender and the currency of payments shall be KENYA SHILLINGS
ITT 19.1	The Tender validity period shall 210DAYS .
ITT 20.1	A Tender Security of KES 200,000.00 shall be required.
ITT 21.1	In addition to the original of the Tender, the number of copies is: ONE
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of A POWER OF ATTORNEY
	D. Submission and Opening of Tenders
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address is: TENDER BOX LOCATED AT THE CA CENTRE, WAIYAKI WAY, GROUND FLOOR RECEPTION AREA

ITT 23.1	The Authority must receive tenders not later than Wednesday 5 th March, 2025 at 10.30 a.m. East Africa Time. Any tenders received after the closing date shall be returned unopened to the firm, which submitted it. Duly completed tender documents, in a plain sealed envelope marked; TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES -CA/SCM/OT/29/2024-2025, should be deposited in the CA tender box on the ground floor at the CA Centre RECEPTION AREA on or before Wednesday 5 th March 2025 at 10.30 a.m. East Africa Time Brokers and Underwriter's proposals should be submitted in separate envelopes and should be clearly marked whether it is for an underwriter or a brokerage firm.
	Bulky tenders shall be registered at the Authority's SUPPLY CHAIN MANAGEMENT DEPARTMENT on 2 ND Floor – Wing 'A' and an acknowledgement slip issued
ITT 26.1	The Tender opening shall take place at: Street Address: CA CENTRE, WAIYAKI WAY
	Floor Number: GROUND FLOOR
	Room number: THE ATRIUM
	City: NAIROBI
	County: NAIROBI CITY COUNTY
	Country: KENYA
	DATE AND TIME: Wednesday 5th March 2025 at 10.30 a.m East Africa Time
ITT 26.1	The electronic Tender opening procedures shall be: NOT APPLICABLE
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by: TENDER OPENING COMMITTEE .
E. Evaluation	on and Comparison of Tenders
ITT 33.2	The currency that shall be used for Tender evaluation and comparison purposes is: <i>KENYA SHILLINGS (KES.) Only</i>
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	F. Award of Contract
ITT 44.1	The negotiations will be held at <i>CA HQ BUILDING NAIROBI ALONG WAIYAKI WAY</i>
ITT.47.1	The winning firm shall submit a performance Security amounting to 10% of the contract price before signing the contract

ITT 49.1 and 2

The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:

For the attention:

Title/position: **DIRECTOR GENERAL**

Procuring Entity: PUBLIC PROCUREMENT REGULATORY AUTHORITY

Email address: info@ppra.go.ke; complaints@ppra.go.ke

In summary, a Procurement-related Complaint may challenge any of the following:

(i) the terms of the Tender Documents; and

(ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "Part2–Procuring Entity's Insurance Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender].

2.0 EVALUATION PROCESS

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

The tender evaluation will be undertaken through a four-stage process namely: -

- i. Mandatory Evaluation Pass/Fail
- ii. Technical Mandatory Compliance Pass/Fail
- iii. Technical Capacity Pass/Fail
- iv. Financial Evaluation Lowest Evaluated bidder

A. MANDATORY EVALUATION

A1. MANDATORY EVALUATION CRITERIA FOR BROKERAGE FIRMS

The bids submitted by Insurance Brokerage Firms shall be subjected to the mandatory evaluation, where firms MUST submit the requirements listed in Table 1 below:

TABLE 1: MANDATORY EVALUATION CRITERIA FOR INSURANCE BROKERAGE FIRMS

No	Requirements	Pass/Fail
MR1	The bid MUST be submitted in book style, perfectly bound,	
	page marked with table of contents and should not have any	
	loose pages. Bids with Spiral binding or files (spring	
	and box) shall be disqualified	
MR2	Submit a Copy of Certificate of Registration/Incorporation	
MR3	Submit a Copy of Valid KRA Tax Compliance Certificate	
MR4	Submit a CR12 Form obtained from Attorney General's office	
	showing the shareholders of the firm. The tender is exclusively	
	reserved to firms that Kenyans own 100% shares.	
MR5	Submit a duly filled, signed and stamped Confidential Business	
	Questionnaire in Format Provided.	
MR6	Submit a duly filled, signed and stamped Form of Tender in the	
	format provided	
MR7	Attach a copy of a valid Insurance Broker's Licence from the	
	Insurance Regulatory Authority (IRA).	
MR8	Submit a Copy of the current membership certificate of the	
	Association of Insurance Brokers of Kenya (AIBK).	
MR9	Provide a Bid Security of Kshs.200, 000.00 in form of a	
	guarantee from a bank valid for 240 days from the date of	
	tender opening.	
MR10	Written confirmation of authorization of the person signing the	
	tender on behalf of the Tenderer. Attach a duly signed and	
	stamped Power of Attorney commissioned by Commissioner	
	for oaths or notarized by Notary Public in case the one signing	
	the tender is not the Chief Executive Officer/Director of the firm	

MR11	Provide Duly filled and signed Certificate of Independent	
	Tender Determination in the format provided in (Section IV)	
MR12	Provide Duly filled and signed Form SD1 Self Declaration	
	confirming that the person/tenderer is not debarred in the matter	
	of the Public Procurement and Asset Disposal Act 2015 in the	
	format provided in (Section IV)	
MR13	Provide Duly filled and signed Form SD2 Self Declaration	
	confirming that the person/tenderer will not engage in any	
	corrupt or fraudulent practice in the format provided in (Section	
	IV)	
MR14	Submit audited accounts for the years; 2021, 2022 and	
	2023. The audited accounts MUST be duly signed, stamped	
	and dated by an active ICPAK member with a valid	
	practicing license number. The Practicing Number MUST	
	be indicated, and certificate of membership attached.	
NOTE	•	
Tende	erers who fail to submit any of the documents listed above shall be	
	alified.	
Tende	erers who qualify at this stage will proceed to the Mandatory	
	ical Evaluation stage	

A2. MANDATORY EVALUATION CRITERIA FOR UNDERWRITERS

At the preliminary stage, the Underwriters shall be subjected to the mandatory evaluation criteria as stipulated in Table 2 below:

TABLE 2: MANDATORY EVALUATION CRITERIA UNDERWRITERS

No	Requirements	Pass/Fail
MR1	The bid MUST be submitted in book style, perfectly bound, page	
	marked with table of contents and should not have any loose	
	pages. Bids with Spiral binding or files (spring and box)	
	shall be disqualified	
MR2	Submit a Copy of Certificate of Registration/Incorporation	
MR3	Submit a Copy of Valid KRA Tax Compliance Certificate	
MR4	Submit a CR12 Form obtained from Attorney General's office	
	showing the shareholders of the firm. The tender is exclusively	
	reserved to firms that Kenyans own 100% shares.	
MR5	Attach a copy of a perpetual valid Licence from the Insurance	
	Regulatory Authority (IRA)	
MR6	Submit a Copy of the current membership certificate of the	
	Association of Kenya Insurers (AKI).	
MR7	Submit audited accounts for the years; 2021, 2022 and 2023. The	
	audited accounts MUST be duly signed, stamped and dated by an	
	active ICPAK member with a valid practicing license number. The	
	Practicing Number MUST be indicated, and certificate of	
	membership attached.	
MR8	Clients' Reference letters from five (5) current clients (excluding	
	the Authority) duly completed, signed and stamped. The	
	Recommendation Letters must be specifically addressed to the	
	Director General, Communications Authority of Kenya, P O Box	
	14448 Nairobi 00800	

MR9	Evidence of Solvency Ratio i.e. Debts to Assets Ratio – acceptable	
	threshold shall be a maximum of 2.	
MR10	Evidence of Claims Coverage Ratio i.e. Net Liquid Assets to	
	Outstanding Claims Ratio –the acceptable threshold shall be a	
	minimum of 1	
MR11	Evidence of Current Ratio i.e. Current Assets to Current Liabilities	
	Ratio – the acceptable threshold shall be a minimum of 1.	
MR12	Detailed write up on policies administration/claims processing	
	timelines.	
MR13	Attach a sample of the policy document.	
MR14	Provide evidence of a complaints handling system	
MR15	Provide CVs of key personnel (i.e. those to be tasked with	
	managing the Authority's account if the tender is successful)	
	indicating their qualifications, experience and capacity to deliver the	
	services tendered for.	
NOTE		
•	Tenderers who fail to submit any of the documents listed above shall	
	be disqualified.	
	Underwriters who pass this stage shall be subjected to financial	
	evaluation if the brokerage firms that qualify for financial evaluation	
	submit quotations from those underwriters	
	•	

B. TECHNICAL EVALUATION FOR INSURANCE BROKERAGE FIRMS

At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. - **PASS/FAIL**

TABLE 3: TECHNICAL REQUIREMENTS FOR THE INSURANCE BROKERAGE FIRMS

No.	Evaluation Criteria	Parameter	PASS/FAIL
1.	Firm's Profile		
1(a)	Firm profile indicating Period during which the firm has been in continuous operation.	i) Provide firm profile indicating Period during which the firm has been in continuous operation. (Attach Company Profile and Certificate of incorporation) ii) Documentary evidence of at least 5 years' experience in insurance brokerage services (Attach IRA certificates)	
2.	Firms Ability and Capability For	y to Provide the Insurance Services	Tendered
2(a)	Resolution of Complaints	Provide documentary evidence demonstrating resolution of complaints from at least 5 major clients. The evidence should highlight the step by step evidence from filling to resolution	

		Т	<u> </u>
2(b) 2(c)	Equipment owned Claims handled and settlement timelines to prove	Provide documentary evidence demonstrating ownership of IT equipment and use of the same in claims management for example Birth Mark System, Customer service portal etc Provide evidence of claims handled in the last 3 years and settlement	
	technical capability to handle claims of over Ksh. 10 million.	timelines to prove technical capability to handle claims of over Ksh. 10 million per client up to a maximum of 5 clients excluding medical claims	
2(d)	Workflow structure	Provide workflow structure demonstrating service delivery mechanisms and performance reporting structure.	
2(e)	Oorganizational structure	Provide evidence of organizational structure and backup support/personnel clearly	
		indicating the three top level and the span of control with evidence of functional Departments.	
3.	Personnel Capacity	indicating the three top level and the span of control with evidence of	
3. 3(a)	Personnel Capacity CVs of 5 key personnel, accompanied by Academic Certificates indicating their qualifications, experience and capacity to deliver the services tendered for.	indicating the three top level and the span of control with evidence of	
	CVs of 5 key personnel, accompanied by Academic Certificates indicating their qualifications, experience and capacity to deliver the	Relevant signed CVs by the 5 key personnel (i.e. those to be tasked with managing the Authority's account if the tender is successful) indicating their qualifications, experience and capacity to deliver the services tendered for. Relevant experience for the 5 key personnel with at least 5 years' experience with relevant Business related Bachelor's degree Academic Certificates for the 5	

4(a)	Demonstration of financial	Provide evidence in terms of	
	soundness with an average	extracts from the audited financial	
	gross premium of Kshs.	accounts provided .	
	200,000,000 and above for		
	the last three financial years		
	(2021, 2022 and 2023)		
<i>4(b)</i>	Valid Professional Indemnity	Provide evidence of a Valid	
	Policy for at least Ksh. 100	Professional Indemnity Policy for	
	million with a reputable	at least Ksh. 100 million with a	
	Underwriter	reputable Underwriter	
5.	Firm-Underwriter Relations	<u> </u>	
5(a)	The strength of 5	Provide evidence in terms of the	
	underwriters used in the past	Solvency Ratio.	
	two (2) years in terms of the		
	Solvency Ratio.		
<i>5(b)</i>	The strength of 5	Provide evidence in terms of the	
	underwriters used in the past	Claims Coverage Ratio.	
	two (2) years in terms of		
	Claims Coverage Ratio.		
<u></u> .			
<i>5(c)</i>	The strength of 5	Provide evidence in terms of the	
	underwriters used in the past	Current Ratio.	
	two (2) years in terms of the		
	Current Ratio.		
6.	Firm's Demonstration of V	alue-Added Services	
	Firm's policy with respect to		
orai			
6(a)	Value Addition Services such	tramework such as risk	
O(a)	Value Addition Services such		
O(a)	as risk management advise	management advise and training of	
	as risk management advise and training of clients.	management advise and training of clients	
$\frac{\delta(a)}{\delta(b)}$	as risk management advise and training of clients. Evidence demonstrating that	management advise and training of clients Provide Renewal notice without	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained	management advise and training of clients	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider	management advise and training of clients Provide Renewal notice without	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better	management advise and training of clients Provide Renewal notice without	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and	management advise and training of clients Provide Renewal notice without	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting	management advise and training of clients Provide Renewal notice without	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and	management advise and training of clients Provide Renewal notice without premium load for at least 2 years	
	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions.	management advise and training of clients Provide Renewal notice without	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be provided on the Broker's	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be provided on the Broker's	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be provided on the Broker's letterhead	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is	
6(b)	as risk management advise and training of clients. Evidence demonstrating that the tenderer has obtained other concessions/wider coverage e.g. better extensions to covers and reduced policy-limiting exclusions. Commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be provided on the Broker's letterhead	management advise and training of clients Provide Renewal notice without premium load for at least 2 years Submission of written and signed commitment to adhere to the Details of Service found in this Tender Document under the Terms of Reference and Details of Insurance Covers Required. This is to be provided on the Broker's	

NOTE:

 Tenderers who qualify at this stage will proceed to the Financial Evaluation stage
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C. FINANCIAL EVALUATION CRITERIA

Tenderers who pass the technical evaluation will be evaluated further.

NOTE:

• Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes and levy order in the following format:-

NO	Cover	Proposed Underwriter	Annual Total Cost-Kshs					
	Fire & Perils							
	Fire & Consequential Loss							
	Burglary							
	All Risks							
	Computer & Electronic Equipment Insurance							
	Group Personal Accident for Directors							
	Residential Buildings (Domestic)							
	Directors & Officer Liability							
	Property Terrorism & Sabotage							
	Corporate Travel							
	Work Injury Benefit Insurance							
	Employers Liability (Common Law)							
	Plant All Risks							
	Group Personal Accident for Staff							
	Fidelity Guarantee							
	Public Liability Insurance							
	Money							
	Group Life Assurance Scheme							
	Motor Vehicle (Private)							
	Motor Vehicle (Commercial)							
	Α.	Sub-Total						
	В.	Add Levy Order -0.03% (0.0003) of A						
	C.	Add VAT (16%) of A						
	Grand Total (KES.) to be tr							
	tender inclusive of and levies taxes(A+B+C)							

WORK INJURY BENEFIT INSURANCE AND EMPLOYERS LIABILITY (COMMON LAW) TO BE QUOTED UNDER ONE UNDERWRITER

3. **Tender Evaluation (ITT 35) Price evaluation**: in addition to the criteria listed in ITT 35.2 (a) – (c) the

following criteria shall apply: Other Criteria; if permitted under ITT 35.2 (d):

- i. Prices quoted must be in KENYA SHILLINGS and inclusive of all incidental costs and applicable taxes.
- ii. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.
- iii. Bidders MUST ensure that their bids are arithmetic error free
- iv. Bidders MUST ensure that all calculations are estimated to two decimal places.
- v. Bidders are required to give a single quotation per cover per underwriter
- vi. Firms that qualify at the technical capacity evaluation stage will be mapped with the successful underwriter(s) and the lowest evaluated bidder will be recommended for award of the tender per cover per year for a contract period of 3 years.
- vii. Bidders are required to give a unit rate for each cover for any additional asset that the Authority shall acquire during the contract period.

4. Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

5. Alternative Tenders (ITT14.1)

An alternative if permitted under ITT 14.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tenders as follows.

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) *Group B:* tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

- a) In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered

iv) Other conditions depending on their seriousness.

equivalent.

shillings

a) History of non-performing contracts:

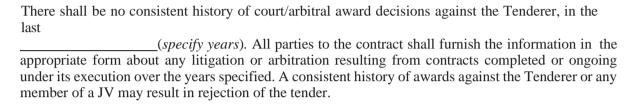
Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a

JV in the last	_(specify years).	The required	information	shall be	e furnished
in the appropriate form.		_			

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History



SECTION IV- TENDERING FORMS

1. <u>Form of Tender</u> (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this	Tender	submission:	[insert	date	(as	day,	month	and	year)	of	Tender	submission]
Tender	Naı	ne	and	Ide	entifi	cation		[insert		ic	dentification]
Alternative No). :		[insert i	dentifi	catio	n No	if this is	s a T	ender f	or a	ın altern	ative]
То		[Insert comp	lete name of P	rocuri	ng Er	ıtity]						

- a) *No reservations:* We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) *Eligibility*: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) *Conformity:* We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

SCHEDULE OF TENDERED ITEMS AND PRICES

Item No.	Policy Description	Year 1 Premium	Year 2 Premium	Year 3 Premium	Total annual premium in Kes inclusive of levies and Taxes for
		+			the three years
C 1/					
Grand years	Total for the three				

Procurement Capacity Building Levy Order 2023 issued vide Legal Notice No. 206 of 6th November 2023*

- e) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) *One Tender Per Tenderer:* We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council:
- j) **State-owned enterprise or institution**: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount		

(If none has been paid or is to be paid, indicate "none.")

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) *Binding Contract:* We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) *Not Bound to Accept:* We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) *Fraud and Corruption:* We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

(p)	Collusive practices:	We here by certify	and confirm	that the tender	is genuine, non-	-collusive

- and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and
- (q) *Code of Ethical Conduct:* We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- (s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - (i) Tenderer's Eligibility; Confidential Business Questionnaire to establish we are not in any conflict to interest.
 - (ii) Certificate of Independent Tender Determination to declare that we completed the tender without colluding with other tenderers.
 - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1-Fraud and Corruption" attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **:
Title of the person signing the Tender: [insert complete title of the person signing the
Tender] Signature of the person named above[insert signature of person whose name
and capacity are shown above]
Date signed

year].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	 Country City Location Building Floor Postal Address Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address (postal and physical	
	addresses, email, and telephone number) of state which stock exchange	

General and Specific Details

	Nam	ne in full		Age	
		•		•	
	Citiz	zenship			
c)	Part	t nership, provide the	following details.		
N		of Partners	Nationality	Citizenship	% Shares owned
_					
111	Rea	istered Company or	ovide the following d	etaile	
1)	Reg		ovide the following d	etails.	
1)	J	Private or publicCo	ompany		
1)	i)	Private or publicCo	ompany	eCompany	
u)	i)	Private or publicCo State the nominal a Nominal Kenya Sh	ompany and issued capital of the	neCompany	
u)	i) ii) iii)	Private or publicCo State the nominal a Nominal Kenya Sh Issued Kenya Shill Give details of Dire	ompany and issued capital of the illings (Equivalent) ings (Equivalent) ectors as follows.	eCompany	
	i) ii) iii)	Private or publicCo State the nominal a Nominal Kenya Sh Issued Kenya Shill	ompany and issued capital of the illings (Equivalent) ings (Equivalent)	neCompany	
1	i) ii) iii)	Private or publicCo State the nominal a Nominal Kenya Sh Issued Kenya Shill Give details of Dire	ompany and issued capital of the illings (Equivalent) ings (Equivalent) ectors as follows.	eCompany	
1 2 3	i) ii) iii)	Private or publicCo State the nominal a Nominal Kenya Sh Issued Kenya Shill Give details of Dire	ompany and issued capital of the illings (Equivalent) ings (Equivalent) ectors as follows.	eCompany	

e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in	(Name of Procuring Entity) who has/ have an
interest or relationship in this firm? Yes	s/No

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) Conflict of interest disclosure

·	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non- consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f)	Certification		
	On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.		
	Full Name_	Title or Designation	
	(Signature)	(Date)	

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the	unde	dersigned, in submitting the accompanying Letter of	Tender to the			
Entit	y] fo	or:	[Name and nu	[Name mber of tender		
		or tenders made by: g statements that I certify to be true and complete in		Tenderer] do		
follo	wing	g statements that I certify to be true and complete in	every respect:			
I cert	tify, o	on behalf of		_[Name of Te	nderer]	that:
1.	I ha	nave read and I understand the contents of this Certification	icate;			
2.	Iunderstand that the Tender will be disqualifie diff his Certificate is found not to be true and complete in every respect;				every	
3.		am the authorized representative of the Tenderer with e Tender on behalf of the Tenderer;	n authority to sig	gn this Certific	ate, and	l to submit
4.	inc	or the purposes of this Certificate and the Tender, I uselude any individual or organization, other than the Tenderer, who:				
	a)	Has been requested to submit a Tender in response	e to this request	for tenders;		
	b)	could potentially submit a tender in response to the qualifications, abilities or experience;	nis request for te	enders, based o	on their	
5.	The	ne Tenderer discloses that [check one of the following	g, as applicable]	:		
	a)	The Tenderer has arrived at the Tender independence communication, agreement or arrangement with,	•		tation,	
	b)	The Tenderer has entered into consultations, cor one or more competitors regarding this request attached document (s), complete details thereof, nature of, and reasons for, such consultations, cor	for tenders, an including the n	d the Tendere ames of the co	r disclo	oses, in the fors and the
6.		particular, without limiting the generality of paragra onsultation, communication, agreement or arrangeme				een no
	a)	prices;				
	b)	methods, factors or formulas used to calculate prior	ces;			
	c)	the intention or decision to submit, or not to subm	it, a tender; or			
	d)	the submission of a tender which does not meet the except as specifically disclosed pursuant to paragraph			for Ter	nders;
7.	In addition, there has been no consultation, communication, agreement or arrangement with an competitor regarding the quality, quantity, specifications or delivery particulars of the works or service to which this request for tenders relates, except as specifically authorized by the procuring authority of as specifically disclosed pursuant to paragraph (5)(b) above;			or services		
8.	or i	ne terms of the Tender have not been, and will not be indirectly, to any competitor, prior to the date an warding of the Contract, whichever comes first, unlesclosed pursuant to paragraph (5)(b) above.	d time of the o	fficial tender	opening	g, or of the
	Nar	ame		Title	I	Date_
	_					
	aut	thorized agent of Tenderer and Date]				

SELF-DECLARATION FORMS

Bidder Official Stamp

FORM SD1

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

	, of Post Office Boxbe		
1.	THAT I am the Company Secretary/ Chief Executive/ Managing Director / Principal of	Bidder in resp (Insert ten	ect idei
2.	THAT the aforesaid Bidder, its Directors and subcontractors have not been participating in procurement proceeding under Part IV of the Act.	debarred fro	m
3.	THAT what is deponed to herein above is true to the best of my knowledge, informati	on and belief.	
	(Signature) (Dat	`	tle)

FORM SD2

SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

	lent of	of P. O. Box .	being a
-	in the Ro	epublic ofdo hereb	y make a statement as follows:
1.	THAT I am the Chief Executive/N		
	No. for	(Insert tender title/descripti	ion) for(Insert
2.	THAT the aforesaid Bidder, its serva fraudulent practice and has not bee Management, Staff and /or emplo <i>Procuring entity</i>) which is the procur	n requested to pay any inducement yees and /or agents of	t to any member of the Board
3.	THAT the aforesaid Bidder, its servato any member of the Board,(Name of the	Management, Staff and /or er	
4.	THAT the aforesaid Bidder will not e participating in the subject tender	engage /has not engaged in any corro	osive practice with other bidders
5.	THAT what is deponed to herein about	ove is true to the best of my knowled	lge, information and belief.
	(Title)	(Signature)	(Date)
	Bidder Official Stamp		

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,	(person) on behalf of (Name of the
Business/	
	declare that I have read and fully
	Asset Disposal Act, 2015, Regulations and the Code of
	nt and Asset Disposal and my responsibilities under the
Code.	
I do hereby commit to abide by the provisions of the	Code of Ethics for persons participating in Public
Procurement and Asset Disposal.	1 1 1 5
N	
Name of Authorized Signatory	
Sign	
Position.	
Office address	Telephone E-
mail	
Name of the Firm/Company	
Date	
(Company Seal/ Rubber Stamp where applicable)	
Witness Name	
Sign	
~. <u>~</u>	
Date	

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be:
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material
 to the investigation or making false statements to investigators in order to
 materially impede investigation by Public Procurement Regulatory Authority
 (PPRA) or any other appropriate authority appointed by Government of Kenya
 into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or
 threatening, harassing, or intimidating any party to prevent it from disclosing its
 knowledge of matters relevant to the investigation or from pursuing the
 investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and auditrights provided for underparagraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 - "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect²all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for prequalification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information

INFORMATION ON SUBMISSION OF PRICE SCHEDULE.

- 1. The Broker shall complete the Tender Form, and the appropriate Price Schedule furnished in the tender documents, indicating the premium including applicable taxes, duties and levies,
- 2. Unit prices and rates quoted and indicated by the Broker shall be fixed during the term of the contract. Brokers shall ensure that the sums insured may be adjustable accordingly by suitable means at the discretion of the Client from time to time without changing the unit rates and not subject to variation on any account.
- 3. Bidders appearing on the IRA list of insurers with most client complaints and those that have been blacklisted will automatically be disqualified and considered non-responsive

SCHEDULE OF PRICES FORM

Item No.	Policy Description	Year 1 Premium	Year 2 Premium	Year 3	Total annual premium in Kes inclusive of levies and Taxes for the
				Premium	inclusive of levies and Taxes for the
					three years
Grand To	tal for the three years				

The Grand total cost inclusive of applicable taxes and levy to be transferred to the form of Tender

,	The Authority is therefore requesting for submission of consolidated unit rates per category listed above for our reference and future use in the event of member exits and joiners.
	Name of Tenderer[insert complete name of Tenderer]
	Signature of Tenderer[signature of person signing the Tender]
	Date[insert date]

Note

TENDERER INFORMATION FORM

	e Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations nat shall be permitted and no substitutions shall be accepted.]	to its
Date	e[insert date (as day, month and year) of Tender submission]
ITT	No[insert number of Tendering processes]	
Alte	rnative No	?]
1. Te	nderer's Name [insert Tenderer's legal name]	
	nderer's actual or intended country of registration: [insert actual or intended country of tration]	
4. Te	nderer's year of registration: [insert Tenderer's year of registration]	
	nderer's Address in country of registration: [insert Tenderer's legal address in country of tration]	
6. Te	enderer's Authorized Representative Information	
Na	me: [insert Authorized Representative's name]	
Ado	dress: [insert Authorized Representative's Address]	
Tel	ephone: [insert Authorized Representative's telephone/fax numbers]	
Em	ail Address: [insert Authorized Representative's email address]	
	Attached are copies of original documents of [check the box(es) of the attached original uments]	
	Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.	
	A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.	
	In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:	
•	Legal and financial autonomy	
•	Operation under commercial law	
•	Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity	
2. Inc	cluded are the organizational chart and a list of Board of Directors	

QUALIFICATION INFORMATION

1.1	Constitution or	legal status of Tenderer		[attach copy]	
	Place of registra	ation:		[insert]	
	Principal place	of business		[insert]	
	Power of attorn	ey of signatory of Tender		[attach]	
1.2		lume of services performed	•	ntionally traded currency specified	l in
1.3	over the last fiv		be indicated in the same of	ervices of <u>a similar nature</u> and vocurrency used for Item 1.2 above. ompletion date.	
	Insured and e of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract	
(a)					
(b)					
1.4	Financial repo etc. List and at	•	balance sheets, profit an	d loss statements, auditors' repo	orts,
1.5		s, and telephone, and facs he Procuring Entity.	simile numbers of banks	that may provide references if	
1.6	Information re or has been inv		arrent or within the last fi	ve years, in which the Tenderer	r is
	Other party(ie	s) Cause of dispute Detai	ils of litigation award An	nount involved	
	a)				
	b)				
1.7	Statement of c	compliance with the requi	irements of ITT 4.2.		
1.8	Any additiona	l information required			

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

	Authorized Represe	entative Name:	[insert
Authorized Representative's name]			
Address	[insert Autho	orized Representa	ıtive's Address]
Telephone numbers	[insert Auth	orized Represent	ative's telephone/fax numbers]
Email Address	[insert Autho	orized Representa	itive's email address]
[IMPORTANT: insert the date that	this Notification is tr	ansmitted to Ten	derers. The Notification must be sent to
all Tenderers simultaneously. This n	neans on the same do	ate and as close t	o the same time as possible.]
DATEOFTRANSMISSION : This	Notification is sent 1	by: [email/fax] o	on [date] (local time) Procuring Entity:
[insertth	ename of the Procuring	Entity]	
Contract title	[insert the	name of the cont	ract]
ITT No	[insert ITT	reference numbe	er from Procurement Plan]
This Notification of Intention to Awa	rd (Notification) noti	fies you of our de	ecision to award the above contract. The
transmission of this Notification begi	ns the Standstill Perio	od. During the St	andstill Period you may:
a) Request a deb	riefing in relation to t	he evaluation of	your Tender, and/or
b) Submit a Proc	urement-related Com	plaint in relation	to the decision to award the contract.

The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
110 1			
No 2			
No 3			

2) Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

3) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

4) How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted with in the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

- 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- 2 The complaint can only challenge the decision to award the contract.
- 3 You must submit the complaint with in the period stated above.
- 4. You must include, in your complaint, all of the information required to support the complaint.
- 5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@ppra.go.ke

5) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time). The Standstill Period last	sts
ten (10) Business Days after the date of transmission of this Notification of Intention to Award.	

The Standstill Period may be extended as stated in Section 4 regarding this Notification please do not hesitate to contact us.	above.	If you have any questions
On behalf of the Procuring Entity:		
Signature:	Name	e: Title/position:_
	Teleph	none:
Email:		

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NOOF20
BETWEEN
APPLICANT
AND
Request for review of the decision of the
REQUEST FOR REVIEW
I/We
1.
2.
By this memorandum, the Applicant requests the Board for an order/orders that:
1.
2.
SIGNED(Applicant) Dated onday of/20
FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board onday of20
SIGNED
Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]
[date]
To[name and address of the Insurance Provider]
This is to notify you that your Tender dated
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.
Please return the attached Contract dully signed Authorized Signature
Name and Title of Signatory:
Name of Agency:
Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

This CONTRACT (here in after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (here in after called the "Procuring Entity") and, on the other hand, [name of Insurance Provider] (here in after called the "Insurance Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows: "... (here in after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the "Insurance Provider").]

WHEREAS

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services"):
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Insurance Provider's Tender
 - c) The General Conditions of Contract;
 - d) The Special Conditions of Contract;
 - e) The Priced Schedule of Requirements; and
 - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
- 2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
 - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have	e caused this Contract to be signed in the irrespective
names as of the day and year first above written.	

For and on behalf of [name of Insurance Provider] [Authorized Representative]

[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

[name of member] [Authorized Representative]

FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]

Bei	neficiary:
Re	quest forTenders No:
Da	te:
TE	NDER GUARANTEE No.:
Gu	arantor:
1.	We have been informed that(here inafter called "the Applicant") has submitted of will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of("the ITT").
2.	Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3.	At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of() upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
(a)	has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
b)	having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4.	This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5.	Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.
	[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

EN.	ENDER GUARANTEE No.:	
1.	dated [Date of submission of tender] for	ereinafter called "the tenderer") has submitted its tender the
2.	Company] having our registered office at	WE
	Sealed with the Common Seal of the said Guaranto	r thisday of 20
3.	3. NOW, THEREFORE, THE CONDITION OF T	HIS OBLIGATION is such that if the Applicant:
		iod of Tender validity set forth in the Principal's Letter or any extension thereto provided by the Principal; or
	Period or any extension thereto provid	s Tender by the Procuring Entity during the Tender Validity ed by the Principal; (i) failed to execute the Contract Performance Security, in accordance with the Instructions to Tendering document.
	receipt of the Procuring Entity's first written de	ay to the Procuring Entity up to the above amount upon emand, without the Procuring Entity having to substantiate ocuring Entity shall state that the demand arises from the ag which event(s) has occurred.
4.	of the contract agreement signed by the Applicar is not the successful Tenderer, upon the ear	t is the successful Tenderer, upon our receipt of copies at and the Performance Security and, or (b) if the Applicant clier of (i) our receipt of a copy of the Beneficiary's the Tendering process; or (ii)twenty-eight days after the
5.	5. Consequently, any demand for payment under the above on or before that date.	is guarantee must be received by us at the office indicated
	[Date] [S	ignature of the Guarantor]
	[Witness]	[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

[T]	ıe Bic	dder shall complete this Form in accordance with the instructions indicated]
Da	te	[insert date (as day, month and year) of Tender Submission]
Tei	nder l	No[insert number of tendering process]
То	•••••	[insert complete name of Purchaser]
I/V	/e, th	ne undersigned, declare that:
1.	I/W	Ve understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2.	the brea period according to the control of the con	We accept that I/we will automatically be suspended from being eligible for tendering in any contract with Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in ach of our obligation (s) under the bid conditions, because we— (a) have withdrawn our tender during the iod of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the eptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, equired, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to ders.
3.		Ve understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), on the earlier of:
	a)	Our receipt of a copy of your notification of the name of the successful Tenderer; or
	b)	Thirty days after the expiration of our Tender.
4.	of t	We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of ding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of tent.
	Sign	ned:
	Cap	pacity / title (director or partner or sole proprietor, etc.)
	Nar	meDuly
	autl	horized to sign the bid for and on behalf of[insert complete name of Tenderer]
	Dat	ted on[Insert date of signing]
	Sea	d or stamp

PART II - SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

1.0 Background

The Communications Authority of Kenya (CA) is the regulatory agency for the ICT industry in Kenya with responsibilities in Telecommunications, Cyber Security, E-commerce, Broadcasting, and Postal/Courier Services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF), and safeguarding the interests of consumers of ICT services.

The scope of the cover includes but not limited to the following: -

TABLE 1: FIRE & PERILS INSURANCE

CLASS OF INSURANCE	FIRE & PERILS
COVER	Fire, Lightning, Bush fire, Full explosion, Earthquake (Fire and shock) Riot, Strike, Malicious damage and all special perils as per policy.
INTEREST	(a) CA Commercial Buildings valued at Kshs. 519,706,492.05
	(b) Fittings and Fixtures of every description valued at approximately Kshs . 157,810,590.37
	(c) Office Equipment valued at Kshs. 84,044,670.54.
	(d) Sports Equipment valued at approximately Kshs. 1,100,000.00
SPECIAL	72-hour clause
CLAUSES:	85% average condition
	Adjoining buildings
	All other contents Kshs. 100,000
	Alterations clause
	Appraisement clause
	Architects, Quantity surveyors and consulting engineer's clause
	Automatic reinstatement of loss clause
	Arbitration clause
	Automatic increase clause
	Breach of conditions and warranties clause
	Bush fire
	Capital additional clause – 10%
	Claims preparation clause
	Computer system records
	Contract works – limit Kshs. 5,000,000.00
	Cost of demolition, site clearance and erection of hoardings
	Cost of re-erection clause
	Cross liability clause
	Debris removal costs clause
	Definition of buildings
	Electrical Clause III
	Fire brigade charges
	Fines and damages
	General interest clause
	Goods in trust and / or on commission
	Loss by Theft during or after occurrence of fire
	Mis-description
	Parking vehicles
	Payment on account clause
	Public Utility Clause
	Property of employees and visitors
	Reinstatement clause / replacement
	Rent payable clause
	Riot, strike and civil commotion
46	Temporary removal clause

Temporary removal clause 63

Tenants' clause either with the client as a tenant or the client as the owner
Vehicle loads clause
Workmen on premises clause

TABLE 2: FIRE CONSEQUENTIAL LOSS INSURANCE

CLASS OF	FIRE CONSEQUENTIAL LOSS
INSURANCE	
COVER	Indemnity in respect of increase in cost of working following business interruption by fire and lightning, bush fire, earthquake fire and shock, explosion, storm, tempest, flood, overflowing and/or bursting of water pipes and tanks, aircraft, impact, riots, strikes and malicious damage
INTEREST & SUMS INSURED	Gross Profit Including wages Ksh NIL Auditors fees Ksh 1 million Increased Cost of Working Ksh 100,000,000 Indemnity Period – 12 months
SPECIAL	• Accountant clause.
CLAUSES:	 Automatic reinstatement of loss. Alternative trading/ off premises services Business increase – 25% Customers Extension Departmental clause Fines and damages Goods sold/ services rendered elsewhere Payment on account. Failure of supply from public utilities. Prevention of access Public Water/Power supply Return Premium Suppliers Extension Uninsured Standing Charges Waiver of material damage provision/excess.

TABLE 3: BURGLARY INSURANCE

CLASS OF	BURGLARY
INSURANCE	
COVER	On contents (excluding those items under All Risks) property of insured or held on
	trust or on commission with others who may be held responsible in the event of a
INTEREST	loss
AND	On office equipment, furniture, fittings and contents of every description at CA,
INSURED	Waiyaki Way, Kahawa Monitoring Station and 4 Regional Offices as follows.
	(a) Fittings and Fixtures of every description valued at approximately Kshs . 157,810,590.37
	(b) Office Equipment valued at Kshs. 33,772,724.57
	Contents : Reinstatement
BASIS OF	Stocks etc. : Indemnity
VALUATION	
	Proposed Excess: 10% each and every loss
EXCESS	
	Average clause
SPECIAL	Excluding collusion with other employees

CLAUSES	Including All other contents
	Including Automatic reinstatement of loss
	Including Armed hold up or threat of assault
	Including damage to Building
	Including Goods held in Trust
	Including goods in the open/out of buildings but within insured's fence
	Including riots and strikes
	Including Theft
	Reinstatement of value clause
	Safe books clause
	Temporary removal of contents (external)
	Temporary removal of contents (internal)

TABLE 4: ALL RISKS INSURANCE

CLASS OF INSURANCE	ALL RISKS
COVER	Loss destruction or damage to the insured property subject to the terms, conditions and exclusion of the policy.
INTEREST & SUMS INSURED	(a) Staff mobile phones and cameras valued at approx. Kshs. 14,000,000.00.(b) Office Equipment valued at Kshs. 33,772,724.57
	 (c) ICT Regulatory Software valued at approximately Kshs. 144,610,202.23 (d) ICT General Office Software valued at approximately Kshs. 155,041,014.02
SPECIAL CLAUSES	Jurisdiction clause Locked vehicle clause for unattended vehicles Riot strike and civil commotion Reinstatement value clause 30 days' notice of cancellation Automatic reinstatement of loss Automatic additions/deletions Theft
BASIS OF VALUATION	Replacement
EXCESS	Proposed Excess - 10 % each and every Loss – Max Kshs.50,000

TABLE 5: COMPUTER AND ELECTRONIC EQUIPMENT INSURANCE

CLASS OF	COMPUTER AND ELECTRONIC EQUIPMENT
INSURANCE	
COVER:	Indemnity to the insured in the event of unforeseen physical loss or damage caused by negligence, improper handling wilful acts of the third parties, short circuit induction, fire, lightning, explosion, extinguishing operations, water, moisture, burglary theft, robbery, plundering and sabotage, error in design and defects in material.
INTERESTS &	Section I – Material Damage
SUMS INSURED	 (a) ICT Equipment valued at approximately Kshs. 98,215,524.08 (b) Telecommunications Equipment and Tools valued at approximately Kshs. 319,447,171.80 (c) ICT Regulatory Equipment valued at approximately Kshs.
	1,030,187,034.24

	(d) TV and Radio Logger valued at approximately Kshs. 722,489,382.04	
	Section II – External Data Media	
	Section III – Increased Cost of Working Kshs. 3,000,000.00 - cost of recovery or payment to consultants to constitute/ restore/ rebuild lost data lost during an incident.	
BASIS OF VALUATION	Section I - Replacement/ Reinstatement Section II - Indemnity	
SPECIAL	Including fire, lightning including theft and attempted theft	
CLAUSES:	Power surge and lighting strikes are covered	
	New for old if under 3 years	
	Loss or damage by theft	
	Automatic reinstatement	
	Including temporary removal of contents (External/Internal)	
	Including Reinstatement of loss clause	
	Including expediting expenses – limit 25%	
	Including riot and strike and civil commotion	
	Including malicious damage	
	Including Delay in Repairs	
	Including Reinstatement of value clause	
	Including automatic additional/deletion	
	Including expediting expenses	
	Including earthquake, volcanic eruption, hurricane, subterranean	
	Including flood, damage, storm and other weather vagaries Including loss or damage due to collapse of building, subsidence or landslide	
	Location:- in any premises owned/leased/let and occupied by the insured anywhere	
	in Kenya	
	iii Kenya	

TABLE 6: GROUP PERSONAL ACCIDENT FOR DIRECTORS' INSURANCE

CLASS OF INSURANCE	GROUP PERSONAL ACCIDENT FOR DIRECTORS		
COVER	Payment of benefits, as defined, because of accidental death or bodily injury to insured persons. Including riot, strike and malicious damage but excluding war, civil war and kindred risks.		
INSURED	8 Appointed Members		
PERSONS			
BENEFITS	Death : Kshs. 10,000,000.00		
	Permanent Total Disablement : Kshs. 10,000,000.00 Temporary Total Disablement		
	(Weekly benefit up to 104 weeks) : Kshs. 20,000.00 per week		
SPECIAL CLAUSES	Medical Expenses/Airfares : Kshs. 400,000.00 Accumulation Limit Kshs.60,000,000.00 Air travel as passenger in any standard type licensed aircraft. Air fare for treatment – Kshs 100,000.00 not included in medical expenses Age under 18 - 75 –years Disappearance clause Double Benefit Hijack Clause Motor cycling up to 250cc		

Including Terrorism as passive by-stander Riot and strike extension Repatriation expenses Kshs. 100,000/= not included in medical expenses
Trustee clause
Worldwide limits
24-hour cover duty or pleasure

TABLE 7: FIDELITY GUARANTEE INSURANCE

CLASS OF INSURANCE	FIDELITY GUARANTEE
COVER	Indemnity against loss of money and / or stock and other contents / and or property in custody and/ or control including customers goods and/or held on trust and or on commission and / or for which the insured is responsible.
INSURED . PERSONS	All employees handling cash, stocks, equipment or customer goods
LIMIT	Anyone Claim: Kshs. 2,000,000.00 Any one Period: Kshs 10,000,000.00 12 Months after termination of employment. 12 Months after lapse of policy
SPECIAL CLAUSES	Audit fees extension – Ksh 300,000 Discovery period 12 months after termination of employment, 12 months within lapse of policy. Including automatic additions/deletions of staff Including automatic reinstatement of loss Including collusion with other employees Including loss of stores, stock and other property Including larceny Kenya jurisdiction clause Legal action against employee if required by insurers Reference Clause
EXCESS	10% each and every loss Minimum 10,000.00

TABLE 8: GROUP PERSONAL ACCIDENT FOR STAFF & WORK INJURY BENEFITS INSURANCE

CLASS OF INSURANCE	GROUP PERSONAL	L ACCIDENT FOR STAFF & WORK INJURY BENEFITS		
COVER	accidental death, bodily in	Indemnity against liability under the Work Injury Benefits Act in respect of accidental death, bodily injury or illness/disease to employees as declared arising out of and in the course of employment.		
	sporting activities organise to include weddings, funera by or on behalf of the A	whilst travelling to and from work including social and d by or on behalf of Authority -social activities deemed ls and any other social events where transport is provided uthority. The social and sporting activities extension such activities as well as actual participation.		
INSURED INTEREST	All Employees of the Author	prity - 366		
LIMITS OF INDEMNITY	Any one person Any one accident Any one year	Kshs 65,000,000.00 Kshs 100,000,000.00 Unlimited		
SCHEDULE	Estimated Annual Earning	s = Kshs. 975,465,449.04		

AREA	Death - 8 years earnings Permanent Total Disablement - 8 years Temporary Total Disablement - Actual weekly earnings, maximum 104 weeks Medical expenses - Ksh 500,000 per person per accident Occupational diseases - 8 years earnings Funeral Expenses - Kshs.100,000 per person Last expense to cover staff, spouse, child parents and parents in-laws Maternity benefit for staff – Kshs. 25,000 per delivery Kenya
SPECIAL CLAUSES	 Air travel as passenger Annual declaration of total earnings and premium adjustment Cover to and from work plus any social activity organised by the employer Disappearance Clause Emergency Transportation/ Rescue – limit Kshs.50,000 Including temporary and casual worker Jurisdiction clause – Kenya Mobility (e.g. cost of wheelchair) – Limit Kshs.150,000

TABLE 9: EMPLOYERS' LIABILITY (COMMON LAW) INSURANCE

CLASS OF INSURANCE	EMPLOYERS' LIABI	EMPLOYERS' LIABILITY (COMMON LAW)		
COVER		Legal liability in respect of accidental death, bodily injury or illness/ disease to employees as declared arising out of and in the course of employment		
BUSINESS		All activities of the insured permitted by the Kenya Information and Communications Act and associated with the services of the Insured.		
SCHEDULE		Estimated Annual Wages Kshs. 975,465,449.04		
LIMITS OF INDEMNITY	Any one person Any one accident Any one year	Kshs 8,000,000.00 Kshs 25,000,000.00 Kshs 50,000,000.00		
SPECIAL CLAUSES	Including riot, strike and civil commotion Including temporary and casual workers Kenya Jurisdiction Clause To and from work clause	Including temporary and casual workers Kenya Jurisdiction Clause		
EXCESS	Nil	Nil		

TABLE 10: PUBLIC LIABILITY INSURANCE

CLASS OF INSURANCE	PUBLIC LIABILITY
COVER	Indemnity against legal liability to third parties in respect of accidental death, bodily injury and / or illness and / or loss of or damage to property owned by the Insured during the Insured's business including legal liability arising out of the insured's defective product manufactured, sold, supplied, distributed, repaired or serviced.
AREA LIMITS	Kenya

LIMITS OF INDEMNITY		Anyone Claim	Any one period
	General Liability	50,000,000/=	Unlimited
	Food & drinks	50,000,000/=	Unlimited
SPECIAL	Car parking		
CLAUSES	Cross liability		
	Contract works - 5,000	0,000	
	Defective sanitation		
	Exhibition and sign boar	ds	
	Fire and explosion		
	Floods/Fumes/Pollution		
	Fire and explosion		
	First aid treatment		
	Fire Brigade		
	Floods/Fumes/Pollution		
	Food / Beverage supplied	1	
	Goods held in trust		
	Guests effects – Kshs 10	0,000	
	Leased premises		
	Liability of Directors/Em	ployers	
	Loading and unloading		
	Lifts/Hoists		
	Machinery plant & tools	of trade	
	Neighbour's recourse an	d tenants liability	
	Property owners	•	
	Pedal Cycles Sports/Soci	al activities	
	Public Authorities clause		
	Property of employees -	50,000	
	Retroactive cover	·	
	Subsidence/Collapse		
	Subrogation waiver		
	Temporary visits abroad		
	Work away risks		
EXCESS	Nil		

TABLE 11: RESIDENTIAL BUILDINGS (DOMESTIC) INSURANCE

CLASS OF INSURANCE	RESIDENTIAL BUILDINGS (DOMESTIC)
COVER	For loss or damage to Buildings by fire, lighting explosion, storm, flood overflowing of water tanks, earthquake, riot, strike, malicious damage, Burglary and special perils under a standard policy
INTEREST	All residential houses belonging to the Authority on various locations in Nairobi valued at Kshs. 321,927,777.76
LOCATION	Various locations in Nairobi
SPECIAL	Accidental error or omission
CLAUSES	Adjoining building
	Alternative accommodation
	Automatic reinstatement of loss clause
	Breach of condition clause
	Bush fire
	Capital additional clause – 10%
	Cross liability clause
	Debris removal costs clause
	Fire brigade charges
	Landlord's fixtures and fittings

	Loss reduction clause		
	Malicious damage		
	Reinstatement clause / replacement		
	Riot, strike and civil commotion		
	Spontaneous combustion		
	Subrogation waiver clause		
	Temporary removal clause		
	85% average condition		
	Un-occupancy 30 days		
LIABILITIES	House owner - Kshs. 5,000,000		
	House Holder - Kshs. 5,000,000		

TABLE 12: MONEY INSURANCE

CLASS OF INSURANCE	MONEY
COVER	Loss of money and damage 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.
INTEREST AND SUMS INSURED	Cash/wages in transit until paid out Kshs. 2,000,000.00 Cash in locked safe/strong rooms outside business hours: Kshs. 2,000,000.00 Cash in premises during business hours: Kshs. 2,000,000.00 Cash at residences or with directors or senior employees: Kshs. 500,000.00 Damage to safes – :Kshs. 100,000.00 Revenue stamps (NHIF, Postage, etc) Kshs. 100,000.00 Estimated Annual Carry :Kshs. 13,200,000.00
SPECIAL CLAUSES	Cash records held elsewhere than in safe Escort warranty above Kshs.500,000.00 Including riot, strike and civil commotion. Including personal accident/assault of employees Infidelity of employees - discovery period - 3 working days. Including hold up and or threat of violence
LOCATION	Kenya
BASIS OF VALUATION	Cash - Indemnity. Safe - Reinstatement.

TABLE 13: PLANT ALL RISKS

CLASS OF INSURANCE	PLANT ALL RISKS
COVER	Physical Loss or damage to the specified property including the mobile plants arising from any cause not excluded by the policy.
INTEREST SUMS INSURED	 (a) Old radio monitoring equipment valued at approximately Kshs. 16,350,429.47 (b) Radio Monitoring System and Tools valued at approximately valued at Kshs. 645,748,950.01 (c) Plant and Machinery valued at approximately Kshs. 74,057,443.01
SPECIAL	(c) Plant and Machinery valued at approximately Kshs. 74,057,443.01 Including loss by fire
CLAUSES	Including loss by theft
	Including testing of plant and machinery
	Including Cross Liability
	Including automatic reinstatement of loss

	Including riot, strike and civil commotion Including electrical clause III Including automatic additions/ deletions
	Including recovery costs Including debris removal
	Payment on account 30 days cancellation notice
EXCESS	1% of sum insured of each item Minimum Kshs.20,000.00

TABLE 14: CORPORATE TRAVEL INSURANCE

CLASS OF	CORPORATE TRAVEL INSURANCE							
INSURANCE	Di .	1T1	-1C'-1	1 11 1				
COVER		cal Loss or damage to the spe ause not excluded by the policy	1 1 0	e mobile pla	nts arising from			
		osed excess (where applicab mum 4 hours	le): Maximum \$100 or in	the case of	time franchise,			
	Proposed cancellation notice: 60days							
	curren	erers to propose annual de ncy other the Kenya shill ersion shall be based on the e tender closing date.	ings, for the purpose of	financial of	evaluation, the			
	Prope	osed Coverage Limits						
	No.	Benefit Category	Benefit	Limit	Excess			
	1.	Alternative employee Resumption of assignment	Alternative employee, Resumption of assignment	\$2,000	Nil			
	2.	Emergency Assistance	Legal Assistance Abroad	\$2,000	Nil			
			Premature Return	\$1,000	Nil			
	3.	Hijack. Kidnap and	Hijack	\$1,000	4 hours			
		Wrongful Detention	Kidnap, wrongful detention	\$50,000	4 hours			
	4.	Loss of deposit, Trip cancellation or	Cancellation or curtailment	\$2,000	\$ 100			
		curtailment	Loss of deposit	\$1,000	\$100			
	5.	Luggage, trade Samples,	Loss or theft	\$4,000	\$100			
		personal effects and money	Travel Delay	\$200	4 hours			
	6.	Medical Expense	Accompanying Family Member	\$1000	Nil			
			Coffin Expense	\$1,500	Nil			
			Follow up treatment in Kenya	\$1000	Nil			
			Medical Evacuation Expenses	\$20,000	Nil			
			Medical expenses	\$150,000	\$100 outpatient only			
	7.	Personal accident	Death, Disability or injury	\$55,000	Nil			
	Education fund \$500 Nil Supplement per child							

				Spousal Death	Accidental	\$2,000	Nil
8.	Personal	liability	(Per		ry	\$250,000	\$1,500
	Event)			Material Da	amage	\$300,000	\$2,000

TABLE 15: GROUP LIFE ASSURANCE SCHEME

CLASS OF INSURANCE	GROUP LIFE ASSURANCE SCHEME
COVER	Death benefit in the event of a member's death before attainment of normal retirement age in accordance with the salaries declared to the Underwriter
INSURED PERSONS	366 Employees Estimated Annual earning: Kshs. 975,465,449.04.
DEFINITION	Group Life Cover - A capital sum equal to a multiple of <u>5 years</u> ' salary is payable upon death of a member from whatever cause while in active service of the employer. Critical Illness - On the diagnosis of any of the following Critical Illnesses for the first time in life: Heart Attack, Stroke, Cancer, Coronary Artery Disease Surgery, Major Organ Transplant, Kidney Failure, Paraplegia or Paralysis, 30% of the Sum Assured. In case of death occurring thereafter, the balance of 70% of the sum assured will become payable
	 Worldwide Basis. Age Limits: 18 – 60 years. (upto retirement age) Days of Grace. Free Cover Limit: - Not less than Ksh 17million Last Expense Rider: A last expense rider of Kshs. 100,000/= per member

TABLE 16: DIRECTORS & OFFICER'S LIABILITY INSURANCE

CLASS OF INSURANCE	DIRECTORS & OFFICER'S LIABILITY
COVER:	Indemnity to directors and or officers in respect of legal liability for wrongful acts committed in their respective capacities as directors and or officers of the company
PERSONS INSURED	8 Board Directors, 9 USAC members and 29 Senior officers
LIMITS OF	Any one incident or event - 50,000,000
INDEMNITY;	Any one period of insurance - 50,000,000
EXCESS	Nil
SPECIAL CLAUSES	Discovery clause Excluding bodily injury or damage to property Excluding acts committed with actual dishonest purpose intent Excluding losses which are subject to indemnity under the policy Excluding any illegal personal profit or gain received by any person Excluding fraudulent, dishonest criminal or malicious acts Excluding war and associated risks Excluding radioactive contamination, ionising and nuclear effects

	Kenya Jurisdiction

TABLE 17: PROPERTY, TERRORISM & SABOTAGE INSURANCE

CLASS OF	PROPERTY TERRORISM & SABOTAGE
INSURANCE	
COVER:	Sabotage, terrorism mutiny, rebellion or insurrection, coup d'état, strike, riots, civil commotion including but not limited to malicious damage.
INTEREST & SUMS INSURED	CA Commercial Buildings valued at Kshs. 519,706,492.05
BASIS OF	CA Commercial Buildings located at Kahawa Monitoring Station, Sabwani
VALUATION	Monitoring Station and Kabete off Waiyaki Way. This value includes outer buildings, boundary wall and fences.
EXCESS	Not more than 5% of each & every claim
SPECIAL	Claims Preparations Costs
CLAUSES	Prevention of access
	Reconstitution of data
	Loss of third party documents
	Fines and damage liability

TABLE 18: MOTOR VEHICLE (PRIVATE)

CLASS OF	MOTOR VEHICLE (PRIVATE)					
INSURANCE						
COVER:	To cover accidental damage to the motor vehicle by collision, overturning, fire or explosion. The policy should also cover loss or damage by theft as well as third party liability occasioned by use of the insured motor vehicle. To provide excess protector for Motor vehicles valued Kshs. 3,000,000 and above.					
VEHICLES:	38 official vehicles – Private Insurance : Approximate values are as follows:					
	a) 4 Motor Vehicles: Registration Numbers (KCE 444D, KCE 445D, KCE 446D &					
	KCE 447D) integrally fitted with Mobile Radio Monitoring Equipment to form 4 Mobile Monitoring Stations valued at approximately Kshs. 235,287,364 (<i>Value Inclusive of Vehicle and Equipment Fitted</i>).					
	b) 3 Motor Vehicles: Registration (Numbers KCT 653Y, KCT 654Y & KCT 656Y) integrally fitted with Mobile Radio Monitoring Equipment to form 3 Mobile Monitoring Stations valued at approximately Kshs. 235,094,249 (<i>Value Inclusive of Vehicle and Equipment Fitted</i>).					
	c) 31 Additional Vehicles: Valued at approximately Kshs. 224,683,440. The detailed list of the said Motor Vehicles shall be availed to the successful Broker and Underwriter.					
LIMITS OF	Third party persons : Unlimited.					
LIABILITY	Third party property : Kshs.50,000,000.00					
	Passengers Liability : Kshs.3,000,000.00 per person					
	Kshs.50,000,000.00 per event					
	Towing charges : Kshs.50,000.00					
	Windscreen					
	Radio Cassette : Kshs.50,000.00					

	Medical expenses : Kshs.50,000.00
	Repair Authority : Kshs.50,000.00
CEO CE A PINICA I	
GEOGRAPHICAL	East Africa
AREA	
EXCESS	Own damage claims: 2.5% of value Min. Kshs.10,000.00
	Theft Excess: 5% of value Min. Ksh. 20,000.00
DRIVERS:	Any persons authorized by the insured and holding a valid license.
SPECIAL	Liability of passengers for acts of negligence
CLAUSES	Liability to passengers
	Special Perils
	Business and private use
	Endorsement 19M & 19K
	Including riot, strike and civil commotion
	Including use by motor trade
	Including Loss of Use
	Motor Contingent legal liability
	Average Clause
	Legal liability for luggage and personal property of passengers- Max. Kshs. 50,000
	Including Kenya jurisdiction

TABLE 19: MOTOR VEHICLE (COMMERCIAL)

	MOTOR VEHICLE (COMMERCIAL)					
INSURANCE						
COVER:	To cover accidental damage to the motor vehicle by collision, overturning, fire or explosion. The policy should also cover loss or damage by theft as well as third party liability occasioned by use of the insured motor vehicle. The cover to provide excess protector for Motor vehicles valued at Kshs. 3,000,000 and above.					
VEHICLES:	11 Official vehicles – Commercial Insurance: The estimated value for Motor Vehicle					
	in this category is as follow					
	· ·	· ·	Numbers (KXL 854, KAA 123P, KAA 124P, KAN			
			itted with Old Radio Monitoring Equipment to form			
	5 Mobile Monitoring Exclusive of Equipm	_	alued at approximately Kshs 5,407,610.00 (<i>Value</i>).			
	· ·		at approximately Kshs. 49,366,017. The detailed as shall be availed to the successful Broker and			
	Underwriter.	tor venicie	is shall be availed to the successful Blokel and			
LIMITS OF	Underwriter.	:				
LIMITS OF LIABILITY	Underwriter. Third party persons	:	Unlimited.			
	Underwriter. Third party persons Third party property	:	Unlimited. Kshs.50,000,000.00			
	Underwriter. Third party persons	: :	Unlimited.			
-	Underwriter. Third party persons Third party property	: : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person			
-	Underwriter. Third party persons Third party property Passengers Liability	: : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event			
-	Underwriter. Third party persons Third party property Passengers Liability Towing charges	: : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00			
-	Underwriter. Third party persons Third party property Passengers Liability Towing charges Windscreen	: : : : : : : : : : : : : : : : : : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00 Kshs.50,000.00			
	Underwriter. Third party persons Third party property Passengers Liability Towing charges Windscreen Radio Cassette	: : : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00			
	Underwriter. Third party persons Third party property Passengers Liability Towing charges Windscreen Radio Cassette Medical expenses	: : : : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00			
GEOGRAPHIC	Underwriter. Third party persons Third party property Passengers Liability Towing charges Windscreen Radio Cassette Medical expenses Repair Authority	: : : : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00			
GEOGRAPHIC AL AREA	Underwriter. Third party persons Third party property Passengers Liability Towing charges Windscreen Radio Cassette Medical expenses Repair Authority East Africa Own damage claims Third party damage claims	: : : : : : : :	Unlimited. Kshs.50,000,000.00 Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00 Kshs.50,000.00			

CLAUSES	Special Perils					
	Business and private use					
	Endorsement 19M & 19K					
	Including riot, strike and civil commotion					
	Including use by motor trade					
	30 days cancellation notice					
	Motor Contingent legal liability					
	Average Clause					
	Legal liability for luggage and personal property of passengers - Max. Kshs. 50,000					
	Including Kenya jurisdiction.					



SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6:
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- 1) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, etc

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC.**

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall been titled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become in solvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3. Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub-Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5. Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is **set forth in the SCC.**

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule stated in the SCC.

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

7. Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

8. Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
 - i) Law Society of Kenya, or
 - ii) Chartered Institute of Arbitrators (Kenya Branch), or
 - iii) Insurance Institute of Kenya, or
 - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right sit may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Amendments of, and Supplements to, Clauses in the General Conditions of Contract
The Parties to the Contract are:
The Procuring Entity is COMMUNICATIONS AUTHORITY OF KENYA
The Insurance Provider is <i>THE SUCESSFUL TENDERER</i>
The contract name is TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES
Any notices, shall be in writing and shall be deemed to have been addressed to the Procuring Entity's and delivered to:
Director General Communications Authority of Kenya (CA) CA Centre, Waiyaki Way P.O. Box 14448 Nairobi 00800 Tel: +254 703-042000 Email: tenders@ca.go.ke
The Authorized Representatives is:
For the Procuring Entity:
Director/Human Resource and Administration Communications Authority of Kenya (CA) CA Centre, Waiyaki Way P.O. Box 14448 Nairobi 00800 Tel: +254 703-042000 Email: tenders@ca.go.ke For the Insurance Provider:
NAME, POSTAL ADDRESS, EMAIL, TELEPHONE NUMBER OF THE SUCCESSFUL BIDDER
The date on which this Contract shall come into effect is; 1 ST JULY, 2025
The Commencement date and duration of the insurance cover shall be: 1 ST JULY, 2025
Duration of the coverage _3 YEARS from commencement date
The liquidated damages per day is 0.05%
The total amount of liquidated damages shall not exceed 10% OF THE TOTAL CONTRACT AMOUNT.
Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract 3.7 a) For the services rendered pursuant to the Contract, the Broker shall provide a performance bond equivalent to 5% of the Contract Sum before execution of the Contract and prior to the commencement of the services herein. The performance bond shall remain valid for thirty (30) days beyond the duration of the Contract or any termination thereof. b) Should the Contract be extended, the Broker shall provide an extension of the performance bond for the period of extension. The proceeds of the performance bond shall be payable to the Client as compensation for loss resulting from the Brokers material breach of its obligations under this

	Contract
6.2	The Contract Price shall be the total annual premium for the policies as quoted by the Insurance Brokerage firm in the Annual Premium Schedule. The initial Annual Premium Schedule shall be as per the Insurance Brokerage Provider's Bid Document. The subsequent premium schedules (annual and interim) shall be subject to any adjustments in the staff and assets portfolio.
6.3	All payments shall be made by the Procuring Entity directly to the Underwriters with whom the Insurance Provider has taken out the insurance covers. Payment Conditions
	Unless otherwise specified, all payments to the Underwriters shall be made in Kenya Shillings, not later than thirty (30) days of the date of receipt of an invoice for the amount claimed and/or expended during the stipulated period. Any additional assets procured during the term of the contract shall be prorated Taxes and Ley Order The Broker and its personnel shall pay such taxes, duties, fees and other impositions as may be levied herein under the Laws of Kenya
6.4	The due date shall be thirty (30) days from the date of receipt of an undisputed invoice
8.4.1	(The rules of procedure for arbitration proceedings with a foreign Insurance Provider shall be as follows: (i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted: Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration

APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:	[insert identification
no] Name of the Tender Title/Description:	[insert name of the
assignment] to:[insert complete name of Procur	ring Entity]
In response to the requirement in your notification of award datedfin additional information on beneficial ownership:	asert date of notification of award] to furnish elect one option as applicable and delete the

We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Benefic	ial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Full Name		Directly	Directly	1. Having the right to appoint a	1. Exercises significant
1.	National identity card number or Passport number		of shares	% of voting rights	majority of the board of the directors or an	influence or control over the Company
	Personal Identification Number (where applicable)		Indirectly % of shares	Indirectly % of voting rights	equivalent governing body of the Tenderer: YesNo	body of the Company (tenderer)
	Nationality				2. Is this right held directly or	Yes No
	Date of birth [dd/mm/yyyy]				indirectly?:	2. Is this influence or
	Postal address				Direct	control
	Residential address					exercised directly or
	Telephone number				T 1' 4	indirectly?
	Email address				Indirect	Direct
	Occupation or profession					Indirect

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)	
2.	Full Name National identity card number or Passport number Personal Identification Number (where applicable) Nationality(ies) Date of birth [dd/mm/yyyy] Postal address Residential address Telephone number Email address Occupation or profession		Directly % of shares Indirectly % of shares	Directly% of voting rights Indirectly% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: YesNo 2. Is this right held directly or indirectly?: Direct	1.Exerc ises significant influence or control over the Company body of the Company (tenderer) Yes No 2. Is this influence or control exercised directly or indirectly? Direct	
3. e.t .c							

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
 - (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV)	What	is	stated	to	herein	above	is	true	to	the	best	of	my	know	ledge,	in	form	ation	and	bel	lief	
-----	------	----	--------	----	--------	-------	----	------	----	-----	------	----	----	------	--------	----	------	-------	-----	-----	------	--

Name of the Tenderer*[insert complete name of the Tenderer]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of
person duly authorized to sign the Tender]
Designation of the person signing the Tender: [insert complete title of the person signing the
Tender]
Signature of the person named above[insert signature of person whose name and capacity are
shown above]
Date this

Bidder Official Stamp