



## **GEOHERMAL DEVELOPMENT COMPANY LIMITED**

**TENDER DESCRIPTION:  
TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES  
FOR THE PERIOD 1<sup>ST</sup> FEBRUARY 2022- JUNE 2023.**

**INVITATION TO TENDER (ITT) NO: GDC/BSSI/OT/027/2022:2023**

**TENDER CLOSING DATE 29<sup>th</sup> DECEMBER, 2021 AT 2.00PM**

**Geothermal Development Company Ltd  
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## **INVITATION TO TENDER**

### **PROCURING ENTITY - GEOTHERMAL DEVELOPMENT COMPANY LTD**

1. The *Geothermal Development Company Ltd* invites sealed tenders for the **provision of Insurance Brokerage Services for the period 1<sup>st</sup> February 2022 – 30<sup>th</sup> June 2023**
2. Tendering will be conducted under open competitive tendering method **(National)** using a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs 1000.00 in cash or Banker's Cheque and payable to GDC Accounts Office. Tender documents may be obtained electronically from the Website [www.gdc.co.ke](http://www.gdc.co.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website [www.gdc.co.ke](http://www.gdc.co.ke) or [tenders.go.ke](http://tenders.go.ke). Tenderers who download the tender document must forward their particulars immediately to [procurement@gdc.co.ke](mailto:procurement@gdc.co.ke) to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by an original tender security in the amount of Kshs. 500,000 in the format specified in the tender document.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,  
GEOTHERMAL DEVELOPMENT COMPANY LTD  
P.O. BOX 100746 – 00101  
NAIROBI, KENYA**

So as to be received on or before **29<sup>th</sup> December, 2021 at 2.00Pm**

9. Electronic Tenders will not be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at GDC Kawi House Office Ground Floor.
11. Late tenders will be rejected.

**MANAGER, SUPPLY CHAIN**

## SECTION I - INSTRUCTIONS TO TENDERERS.

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of **Insurance Brokerage 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 service providers, their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification 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. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts-
- 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 indirectly 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 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 PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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 be a condition for tender, Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke).
- 4.9 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. Contents 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 Criteria
- 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 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)<sup>10</sup> 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 pre-tender 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 pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**

## **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 conform 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 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 brokerage 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 payable 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 Brokerage 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 thereby 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 error or which was not attributable 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 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 undertaken 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 the corresponding 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 debar 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 two 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 2 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. Submission 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
  - ii) in the envelope marked “COPIES

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 If all 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**,

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 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.2 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.

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, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer; 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.

26.4 Only 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**.

26.5 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).

26.6 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
- 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.

26.7 The Tenderers' representatives who 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 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 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-conformity 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 arising from a mis-calculation of unit price, quantity, sub-total 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 brokerage 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 process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive 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 where the tender price, in combination with other constituent elements of the Tender, appears unreasonably 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, scope 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 Notification of Intention to Enter in to a Contract/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 a debriefing and/or submit a complaint during the standstill period;

## **42. Standstill Period**

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days 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 into 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 Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days 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.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERER
	<b>A. General</b>
ITT 1.1	The Tender reference number (ITT) is: <b>GDC/BSSI/OT/027/2022-2023</b> The Procuring Entity is: <b>Geothermal Development Company Ltd</b> The name of the ITT is: <b>Tender for Provision of Insurance Brokerage Services for a period of 1<sup>st</sup> February 2022 – 30<sup>th</sup> June 2023.</b>
ITT 2.1(a)	<b>Electronic –Procurement System</b> Geothermal Development Company Limited <b><u>shall not</u></b> use electronic procurement system to manage this Tendering process.
ITT 2.2	The Intended date commencing providing the Insurance Services is – <b>Immediately after Signing of the Contract</b> The insurance duration for the period, <b>1st February 2022 – 30th June 2023</b>
ITT 3.3	The Information made available on competing firms is as follows: <b>None</b>
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>
	<b>B. Contents of Tendering Document</b>
ITT 7.1 8.1	(a)For purposes of enquiries/clarifications/questions regarding this tender, bidders/tenderers may notify GDC in writing (email in PDF format) at the following address:  One copy to: -  Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C, Bellevue Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA <a href="mailto:procurement@gdc.co.ke">E-mail: procurement@gdc.co.ke</a> ; <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> ; & <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a>  And copy to: Email: <a href="mailto:bjkosgei@gdc.co.ke">bjkosgei@gdc.co.ke</a> & <a href="mailto:amuthengi@gdc.co.ke">amuthengi@gdc.co.ke</a>  NB: To reach GDC not later than <b>24<sup>th</sup> December, 2021</b>  GDC will respond in writing (e-mail in PDF format) to any request received at least <b>five (5) days</b> prior to the deadline for the submission of tender's.  (b) The GDC shall publish its response for any enquiries/clarifications/questions/amendments relating to this tender at GDC website: <a href="http://www.gdc.co.ke">www.gdc.co.ke</a> & PPIP Portal <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> and tenderers are advised to be checking this websites from time to time.
ITT 7.2	(A) A pre-arranged pretender site visit <b><i>shall not</i></b> take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>24<sup>th</sup> December, 2021</b>
ITT 7.4	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <b>N/A</b>
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: <b><i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender] – N/A</i></b>



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERER
ITT 14.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.5	The prices quoted by the Tenderer <i>shall not</i> 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 <b>Kenya Shilling</b>
ITT 18.3	Prequalification <i>has not been undertaken</i> .
ITT 19.1	The Tender validity period shall be <b>120 days</b> .
ITT 20.1	An original Tender Security in the amount of <b>Kshs 500,000</b> in the form of a bank or insurance guarantee issued by a bank or insurance operating in Kenya and valid for at least thirty (30) days beyond the tender validity period. A Tender-Securing Declaration <i>shall not be</i> required.
ITT 21.1	Tenderers shall prepare <b>one (1) original and one (1) copy</b> of the tender document duly initialed, paginated and well bound ( <b>perfect binding is recommended</b> ). The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer.
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Provide a Power of Attorney in Company's letterhead nominating a person to transact on behalf of the company duly signed by the Company's Director and witnessed by an advocate.</b>
	<b>D. Submission and Opening of Tenders</b>
ITT 23.1	A tender package or container that cannot fit in the tender box shall be received as follows:  <b>Reception Area, Ground Floor Geothermal Development Company Ltd, Kawi House, South C Red Cross Road, off Popo Road P.O Box 100746-00101 Nairobi</b>
ITT 23.1	Deadline for Submission of Tenders  Tenders must be received on or before <b>29<sup>th</sup> December, 2021 at 2.00Pm.</b>  For tender submission purposes only, the address to be used shall be as follows;  <b>Managing Director &amp; CEO Geothermal Development Company Ltd – Kawi House, South C, Red Cross Road, off Popo Road P.O Box 100746-00101, NAIROBI</b>  Electronic submissions are <b>NOT</b> allowed
ITT 26.1	The Tender opening shall take place at:  Date of Tender opening shall be on <b>Wednesday 29<sup>th</sup> December, 2021 at 2.00Pm and shall take place at the address below;</b>  <b>Ground Floor Geothermal Development Company Ltd – Kawi House, South C, Red Cross Road, off Popo Road P.O Box 100746-00101, NAIROBI</b>
ITT 26.1	The electronic Tender opening procedures – N/A
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by <b>Three (3) members of GDC Tender Opening Committee</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERER
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.2	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is:</p> <p><b>Kenya Shillings</b></p> <p>The source of exchange rate shall be: <i>The Central Bank of Kenya</i></p> <p>The date for the exchange rate shall be: <b>29<sup>th</sup> December, 2021 at 2.00Pm.</b></p>
ITT 34.2	Margin of preference shall <b>not be allowed.</b>
<b>F. Award of Contract</b>	
ITT 44.1	The negotiations will be held at Kawi House if Applicable.
ITT 49.1	<p>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:</p> <p><b>Managing Director &amp; CEO</b>  <b>Geothermal Development Company Ltd – Kawi House, South C,</b>  <b>Red Cross Road, off Popo Road</b>  <b>P.O Box 100746-00101, NAIROBI</b>  Email address: <i>info@gdc.co.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) the Procuring Entity's decision to award the contract.</li> </ul>

## **FURTHER INSTRUCTIONS TO TENDERERS**

### **1. Introduction**

- 1.1. GDC will evaluate the Insurance Brokers whose proposals are received and will then move on to the next stage of the evaluation process, where proposals for Insurance Brokerage Services for the period **1<sup>st</sup> February 2022 – 30<sup>th</sup> June 2023** will be evaluated. In the second stage of the evaluation process, the proposed underwriters will be evaluated and thereafter **the proposal with the lowest bid will be selected and awarded the contract.**
- 1.2. Bidders are invited to submit proposals for Provision of Insurance Brokerage Services for the period **1<sup>st</sup> February 2022 – 30<sup>th</sup> June 2023.**
- 1.3. Tenderers must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response.
- 1.4. Information relating to evaluation of tenders and recommendations concerning the provision of insurance brokerage services for the period **1<sup>st</sup> February 2022 – 30<sup>th</sup> June 2023** shall not be disclosed to the tenderers until the awarded firms have been advised accordingly. **Applicants must also disclose any current litigations involving the firm.**
- 1.5. Its GDC's policy to require tenderers to observe the highest standard of professional and oral ethics during the selection and execution of such contracts.

### **2. Evaluation Criteria.**

- 2.1. GDC will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.
- 2.2. Bidders shall not contact GDC on the matter relating to their tender from the time of opening to the time the evaluation is finalized and official communication is sent to them. Any effort by the Bidder to influence GDC in the Tender evaluation shall result in the rejection of their tender.
- 2.3. The applicants should have registered offices and GDC reserves the discretion of visiting Physical premises from which the applicant conducts business if so desired to confirm existence and capability to deliver the said services.
- 2.4. GDC reserves the right to accept or reject any or all Tenders without the obligation to assign any reason (s) for its decision thereof.

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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. The Procuring Entity should use **the Standard Tender Evaluation Report for Insurance brokerage services** for evaluating Tenders.

#### 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 Insurance brokerage services 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 irresponsible and will not be considered further.

### 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): **the proposal with the lowest bid will be selected and awarded the contract.**

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

- a) In case the tender was subject to post-qualification, 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 was not subject to post-qualification, 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.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings .....
  - ii) Minimum average annual turnover of Kenya Shillings ***twice the value of the bid price***, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ***five (5) years***.
  - iii) At least five (5) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, each of minimum value Kenya shillings ***40 million equivalent***.
  - iv) Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer; shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer in the last ***five (5) years***. The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

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

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last ***five (5) years***. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer may result in rejection of the tender.

**Evaluation and comparison of Tenders:**

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

**Stage One (1)**

**1. Mandatory Evaluation Requirements/Criteria for Underwriters**

**Stage Two (1)**

- 1. Mandatory Evaluation Requirements/Criteria Insurance Brokers**
- 2. Technical Evaluation Requirements/Criteria Insurance Brokers**
- 3. Financial Evaluation Requirements/Criteria Insurance Brokers**

## 1 - Mandatory Evaluation Requirements – Underwriters

1.	Duly filled, Signed and Stamped <b>Certificate of Independent Tender Determination</b> in the format provided – Section IV.
2.	Duly filled, Signed and Stamped Self Declaration Form (FORM <b>SD1</b> ) That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal ACT 2015 in the format provided.
3.	Duly filled, Signed and Stamped Self Declaration Form (FORM <b>SD2</b> ) That The Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice in the format
4.	Duly filled, Signed and Stamped Declaration and Commitment to The <b>Code of Ethics</b> in the format provided
5.	Duly filled, Signed and Stamped Tenderer Information Form in the format provided.
6.	Duly filled, Signed and Stamped Tenderer's Eligibility - Confidential Business Questionnaire Form in the format provided – Section IV.
9.	Written Power of Attorney granted by the Insurance company to the person authorized to sign on behalf of the Insurance company and commissioned by a Commissioner of Oaths.
10.	Properly organized bid document – serialized and paginated document with a referenced table of content of every attachment in the bid.
11.	Provide documentary evidence (copy) of registration/license with the Insurance Regulatory Authority (IRA) for the current year (2021) and to be certified by IRA.
12.	Provide proof of paid-up capital for bidders quoting for Life & General insurance for Kes.500 Million and above.
13.	Provide copies of audited accounts for the Insurance Company for the three accounting years 2018, 2019 and 2020 signed & certified by an advocate.
14.	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the Tender certified by an advocate
15.	Provide (Copy) of the company's Certificate of Incorporation with more than 10 years' experience and Business permit certified by an advocate.
16.	Provide copy of current membership with the Association of Kenya Insurers (AKI) 2021
17.	Duly filled, signed and stamped Confidential Questionnaire as attached.
18.	Provide letter of confirmation that the Insurance Company is not under statutory administration or facing liquidation proceedings.
19.	Must have done average annual gross premium of at least KShs.2.5 billion for <b>Life</b> and <b>OR</b> Kshs.3 billion for <b>General business</b> over the last two years 2019 and 2020.
20.	Must provide a list of 5 (five) reputable clients whose annual premiums for each is above Kshs. 40 Million under General business and Or KShs.40 million under Life business falling within 2018 and 2020(Excluding medical policies) . Attach copies of awards, recommendation or signed contracts.
21.	Must have total number of management staff of at least 10 -Attach company profile.
22.	Must provide policy enhancement for each policy.
23.	Attach documentary proof of the current Re-insurance arrangement duly certified by IRA.
24.	The underwriter shall provide quotations duly signed by the <b>CEO/ Principal officer</b> Indicating the premium per policy, rates applied and applicable excesses/ deductible and exclusions.

**NB: Proposed underwriters who qualify under the Underwriters Mandatory Requirements will proceed to have their proposed premiums evaluated.**



# 1. Mandatory Evaluation Requirements/Criteria – Insurance Brokers

No.	Requirements
1.	Completed, Signed and stamped Form of Tender & Price Schedules.
2.	Duly filled, Signed and Stamped <b>Certificate of Independent Tender Determination</b> in the format provided – Section IV.
3.	Duly filled, Signed and Stamped Self Declaration Form (FORM <b>SD1</b> ) That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal ACT 2015 in the format provided - Section IV.
4.	Duly filled, Signed and Stamped Self Declaration Form (FORM <b>SD2</b> ) That The Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice in the format provided - Section IV.
5.	Duly filled, Signed and Stamped Declaration and Commitment to The <b>Code of Ethics</b> in the format provided - Section IV.
6.	Duly filled, Signed and Stamped Tenderer Information Form in the format provided - Section IV.
7.	Duly filled, Signed and Stamped Tenderer's Eligibility - Confidential Business Questionnaire Form in the format provided – Section IV.
8.	Original Tender Security in the amount of <b>Kshs. 500,000</b> in the form of an insurance or bank guarantee operating in Kenya. The tender security should be valid for a period of 30 days beyond the tender validity period. I.e 150 days from the date of tender opening.
9.	A copy of the Certificate of Incorporation issued by the registrar of Companies certified by an advocate. Must have been in existence in brokerage operation for at least seven (10) years from the date of registration.
10.	Year 2021 copy of Insurance Regulatory Authority (IRA) Practicing License /Certificate Certified by IRA.
11.	Year 2021 membership certificate from AIBK (Association of Insurance Brokers of Kenya)
12.	Year 2021 copy of the Professional Indemnity Policy document of not less than KShs.200 million from a reputable insurance company in Kenya and valid renewal confirmation /endorsement for more than ninety days after the closing date of the tender certified by the issuing underwriter.
13.	A copy of certificate of confirmation of directors & shareholding CR12 certified by an advocate This certificate must not be more than three (3) months old to the tender closing date and <b>MUST</b> be certified by an advocate of the High Court of Kenya.
14.	Current curriculum vitae of the proposed staff for assignment, signed at all pages by the respective staff. It must also be stamped and signed at all pages by the Principal Officer, supported by certified academic and professional certificates certified by an Advocate of High Court of Kenya. Attach proof of active employment three months to the tender closing date).
15.	Provide certified copies of the audited books of accounts 2019 & 2020. GDC reserve the right to check the authenticity of these books of accounts. The copies of the audited books to be certified by the auditing firm and by an advocate for the purposes of this tender. This certification must not be more than three (3) months old to the tender closing date.
16.	Must attach at least five (5) reference letters from reputable clients excluding GDC indicating that the broker has experience in handling insurance business with an annual premium turnover of not less than Kshs-150 Million (Kenya shillings one hundred and fifty Million) underwritten in the calendar year 2020 only, excluding medical and motor business. The letter must be duly completed on client letter head and should conform to Schedule H. Recommendation Form as per the Schedule H must be accompanied by certified letter (s) of award/contract by the client supporting the said declared premium in the calendar year 2020 only.
17.	Written Power of Attorney granted by the Brokerage firm to the person authorized to sign on behalf of the Broker and commissioned by a Commissioner of Oaths
18.	Current Proof of compliance with statutory requirements from the following: KRA Tax compliance certificate, business permit (must be certified by an Advocate of the High Court of Kenya.)

**NB: Only brokers that are found to be responsive at this preliminary stage will proceed to the below**

## Technical evaluation stage.

### 2. Technical Evaluation Insurance Brokers

<b>BII. TECHNICAL EVALUATION CRITERIA FOR INSURANCE BROKERS</b>	
<b>No.</b>	<b>Evaluation Criteria</b>
1.	<b>Years of experience of the firm Maximum Fifteen (15) marks.</b> Between 7 – 10 years - <b>Eight (8) Marks</b> Between 10 – 12 years - <b>Ten (10) Marks</b> Over 12 years' experience - <b>Fifteen (15) Marks</b>
2.	<b>Technical capability of the Broker to handle non-motor claims of over KShs. 50 million paid in the last two years i.e. 2019 &amp; 2020 cumulatively. Maximum (12Marks)</b> (Provide an evidence in form of certified discharge voucher(s) from a reputable underwriter in Kenya(certified by underwriter) a) Claims paid above KShs. 50 Million – <b>Twelve (12 marks)</b> b) Claims paid up to & above KShs. 25Million– <b>Eight (8 marks)</b> c) Claims paid up to KShs. 15 Million – <b>Four (4 marks)</b>
3.	<b>Claims processing Services for the last two years (2019-2020) (Provide evidence (Discharge voucher signed, stamped and certified plus the proof of payment date) for the duration taken to settle claims of at least Kshs.1,000,000.00 per claim upon full claims documentation) (certified by underwriter)Maximum (15marks)</b> a) Settlement of at least five (5) claims within one (1) month ( <b>15 Marks</b> ) b) Settlement of at least five (5) claims between one (1) to two (2) months ( <b>10 marks</b> ) c) Settlement of at least five(5) claims within 90 days ( <b>5 marks</b> ) d) Settlement of claims five (5) claims over 90 days ( <b>No marks</b> )
4.	Insurance Brokerage services Experience in the Energy Sector or large manufacturing entity ( <b>Maximum Twelve (12 marks).</b> ( <b>Certified by client.</b> ) <b>At least five (5) reference letters from clients indicating that the broker has handled or has experience in either Energy sector Insurance, or Large corporate organization in the last two years i.e. 2019 &amp; 2020. (attach the said current client reference letter which must be signed and stamped on client's letter head)( Maximum 12 marks)</b> I. Total non-motor business excluding medical business premium only up to & above KShs. 150 Million cumulatively – <b>Twelve (12 marks)</b> II. Total non-motor business excluding medical business premium only & above KShs. 100 Million cumulatively – <b>Eight (8 marks)</b> III. Total non-motor business excluding medical business premium up to KShs. 50 Million cumulatively <b>Six (6 marks)</b>
5.	<b>Experience in Risk Survey, Training and other add-on/additional services for the last two years (2019-2020) certified by client ( Maximum 15Marks)</b> i. Experience of the firm to handle Risk survey and the ability to handle Power Generation risk or large organization risks (attach at least 3 certified reference letters in client letter head. The recommendation must not be more than one year old from date of the tender document. <b>Six (6 marks) (Three reference one (1.5 mark)</b> ii. Ability to Implement Risk Management measures to improve risk and reduce cost of Insurance premium (Attach certified evidence of risk implementation in client's letter which the firm has done in the last two year and how the client reduced premium cost) <b>Six ( 6 marks (attach at least 3 reference letters- One (1.5 Mark) each reference</b>
6.	<b>Qualification &amp; Competence (All the certificates and CVs to be stamped and certified by the principal officer or the Managing Director) (Maximum 15 Marks)</b> <b>Qualifications and competence of 4 key staff as follows;</b> a) Principal Officer - University Graduate <b>one (1) Mark</b> - ACII/AIIK certified <b>one (1) Mark</b> - Experience Minimum 15 years- current CV signed and stamped one ( <b>1 Mark</b> ).

	<p>b) Three (3) other Technical Officers</p> <ul style="list-style-type: none"> <li>- University Graduate one (1) Mark each ( <b>maximum 3 marks</b>)</li> <li>- Diploma ACII/AIHK certified certificates attached One (1 Mark) each ( <b>Maximum 3 Marks</b>)</li> </ul> <p>c) Experience Minimum 7 years current CVs signed, certified and stamped One ( 1 Mark) each ( <b>maximum 3 marks</b></p> <p>Current Professional Membership (2021) from Insurance Institute of Kenya or any other Insurance institute for the principal and the three technical staff. three <b>3 Marks (1 mark</b> for each membership)</p>
7.	<p><b>Provide documentary evidence of certified paid up capital-CR12 (Maximum 5 marks)</b></p> <ul style="list-style-type: none"> <li>I. Up to KShs. 20,000,000 (nominal shares) <b>Five (5 Marks)</b></li> <li>II. Up to KShs. 15,000,000 (nominal shares) <b>Three (3 Marks)</b></li> <li>III. Up to KShs. 10,000,000 (nominal shares) <b>Two (2 Marks)</b></li> <li>IV. Up to KShs. 5,000,000 (nominal shares) <b>One (1 Mark)</b></li> </ul>
8	<p><b>Current detailed Operational Plan and Methodology for the purpose of this tender- This will include detailed execution of service, work plan and timeframe on following:- (maximum 11 marks)</b></p> <ul style="list-style-type: none"> <li>I. Claims Management - Turnaround time, handling of loss adjusters etc.( <b>four (4) Marks</b>)</li> <li>II. Underwriting- Placement of new covers and review of policy documents. Provide details on how this will be done for GDC ( <b>four (4) marks</b>) (certified by underwriter)</li> <li>III. Copies of Service level Agreement (SLA) showing turnaround time with the underwriters within the last one-year (2020) <b>Three (3) Marks</b>) (certified by underwriter)</li> </ul>
	<b>Total Marks =100</b>

**Pass mark for technical evaluation is 70marks out of 100marks. Bidders who will not attain the technical score of 70marks will not proceed to the next stage of the evaluations.**

**NB: GDC would wish to be granted a phase out period for the increased rates by the Re-insurers. Therefore it will carry out negotiations to the conditions and terms of each particular Insurance Policy before it is finalized.**

## SECTION IV- TENDERING FORMS

### 1. Form of Tender

#### INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

**Date of this Tender submission:** \_\_\_\_\_[insert date (as day, month and year) of

Tender submission] **ITT No.:** \_\_\_\_\_[insert number of ITT process]

To: \_\_\_\_\_[insert complete name of Procuring Entity]

- 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

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No 1						
No 2						
No 3						

- 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 hereby 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 undertake 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) We, the Tenderer, have completed fully and signed 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: ..... [Insert complete name of person duly authorized to sign the Tender]

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:..... [Insert date of signing] day of [insert month],  
[insert 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.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) 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 the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

### General and Specific Details

#### (b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_

Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

- c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

- d) **Registered Company**, provide the following details.

- i) Private or public Company.....
- ii) State the nominal and issued capital of the Company.....
- Nominal Kenya Shillings (Equivalent).....
- Issued Kenya Shillings (Equivalent).....
- i) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

- 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/No.....

If yes, provide details as follows.

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

- ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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 undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

\_\_\_\_\_

Title

---

Date

## SELF-DECLARATION FORMS

### FORM SD1

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

I, ....., of Post Office Box ..... being a resident of  
..... In the Republic of ..... do hereby make a statement  
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

## FORM SD2

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

I, ..... of **P. O. Box** ..... being a resident of ..... In the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....  
..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** .....  
..... For ..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*Insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*Name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

(Date)

Bidder Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, .....(person) on behalf of (*Name of the Business/ Company/ Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement 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.

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 .....

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 paragraphs 1.1 above.

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:

- i) 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 audit rights provided for under paragraph 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<sup>1</sup> 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 inspect<sup>2</sup> all 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.

## SCHEDULE OF PRICES FORM

*[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-8 as his /her Tender].*

1	2	3		4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period. Tender price (five months)	Insurance Premium per specified period. Tender Price (one Year)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5-6)
1.	Travel Insurance			17 Months				
2.	GPA Sports			17 Months				
3.	Directors & Officers Liability			17 Months				
4.	Public Liability			17 Months				
5.	Professional Indemnity Liability (Medical Malpractice Clinics)			17 Months				
6.	Professional Indemnity			17 Months				
7.	Group Creditor			17 Months				
8.	Electronic Equipment			17 Months				
9.	Plant & Machinery.			17 Months				
10.	Fire & Special Perils			17 Months				
11.	Motor Private Comprehensive.			17 Months				
12.	Motor Commercial Comprehensive.			17 Months				
13.	Motor Commercial Buses Comprehensive.			17 Months				
14.	Motor Commercial Pickups Comprehensive.			17 Months				
15	Motor Cycle, Comprehensive.			17 Months				

16.	Motor Commercial Ambulance Comprehensive			17 Months				
17.	Heavy Commercial (Own Goods) Comprehensive.			17 Months				
18	Employers Liability			17 Months				
19	GPA-WIBA			17 Months				
20	All Risk			17 Months				
21	Goods in Transit			17 Months				
22	Fidelity Guarantee			17 Months				
23	Group Personal Accident – Board Directors			17 Months				
24	Directors Medical			17 Months				
25	Group Life Insurance			17 Months				

Name of Tenderer .....[insert  
complete name of Tenderer]

Signature of Tenderer..... [Signature of  
person signing the Tender]

Date..... [Insert date]

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Certificate 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. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Name of Tenderer .....*[insert complete name of Tenderer]*

Signature of Tenderer..... *[Signature of person signing the Tender]*

Date..... *[Insert date]*

## QUALIFICATION INFORMATION

- 1.1 Constitution or legal status of Tenderer: .....[attach copy]  
 Place of registration: ..... [Insert]  
 Principal place of business: ..... [Insert]  
 Power of attorney of signatory of Tender: ..... [Attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified **in the TDS**: .....[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item	Insured and name 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 reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.
- Other party (ies) Cause of dispute Details of litigation award Amount involved
- a) \_\_\_\_\_
- b) \_\_\_\_\_
- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required \_\_\_\_\_



## 1 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 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 Procuring Entity] [Authorized Representative]*

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:]*

For and on behalf of each of the Members of the Insurance Provider.....*[name of member] [Authorized Representative]*

*[name of member] [Authorized Representative]*

**Beneficiary:** \_\_\_\_\_  
**Request**                      **for**                      **Tenders**                      **No:**

**TENDER GUARANTEE No.:**

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called " the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("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 thereof to provide 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 on or 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]

TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ (“The ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [Name of Insurance Company] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

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) twenty-eight 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 on or before that date.

\_\_\_\_\_  
[Date]  
\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Signature of the Guarantor]  
\_\_\_\_\_  
[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

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon 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. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity

/ title (director or partner or sole proprietor, etc.) .....

Name:..... Duly

authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*

Dated on.....day of..... *[Insert date of signing]*

Seal or stamp

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**PART     II     –     SCHEDULE           OF           INSURANCE  
                                 REQUIREMENTS**

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## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Service Level Agreement (SLA)**

1. Structuring and providing optimum policy cover in accordance with the tender submitted;
2. Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review `meetings;
3. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to GDC.
4. If the entire policy document is found to be satisfactory, such document to be deposited with the Manager BSSI not later than fifteen (15) days of inception of cover;
5. Ensure preparation of monthly claims bordereaux which must be submitted to GDC by the 5th of the following month;
6. Arrange meetings, when necessary to review performance of the policy;
7. Advise the client of any other pertinent aspect of the policy that may arise during the term of the policy;
8. Provide appropriate risk improvement recommendations;
9. Such other services as may be related or ancillary to the due performance of the above work.
10. Once the claim is fully documented the discharge voucher should not take more than Seven (7) days before the settlement.
11. Prompt settlement and processing of claims. Cheques to be received not more than Seven (7) days after execution of discharge voucher /Loss acceptance form.
12. Reconciliation of premium accounts should be done on a half yearly basis and any pending payments must be sent to GDC together with the specific debit notes. Statements sent, should only indicate the unpaid debit notes for the insurers and must attach our forwarding instructions and computation.
13. All outstanding claims should be settled before end of each financial year. Unsettled claims will form part of past performance evaluation and such underwriters will not be considered for an award
14. Last expense must be paid within Twelve (12) hours from time of claim reporting.
15. Underwriters ability to settle claims will be rated as follows;

<b>Less than 30 days</b>	<b>Excellent</b>
31-45 days	Good
46-60 days	Fair
61 days and above	Poor

16. If the claim settlement is rated poor, GDC will give 30 days' notice to the underwriter of its intention to terminate the contract. The period commences once the claim is fully documented.

17. Implementation of the methodology plan provided in the technical proposal.

### **UNDERTAKINGS REQUIRED FROM THE UNDERWRITERS**

#### **Underwriters shall provide an undertaking confirming:**

18. That the Company is not insolvent in receivership, bankrupt, in receivership or being wound up that the company business activities have not been suspended and that the company is not subject to legal proceedings for any of the foregoing.

19. That settlement of any claims during the duration of the policy shall not exceed Seven (7) days from receipt of final claim supporting documents.

20. That the Company's ability to settle claims shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

21. The undertaking shall be mandatory for each class of Insurance. The Undertaking shall be submitted to Geothermal Development Company Limited within seven (7) days of notification and acceptance of an award. The Undertaking will form the basis of invocation of the Performance Guarantee / Insurance Bond required under this tender.

22. The undertaking shall be signed by the Chief Executive Officer of the underwriting firm(s).



## TECHNICAL SPECIFICATIONS

### **Sub-section 1; Useful Additional Information**

- i. Risk Notes- Quotation submitted should take into account the risk notes attached in Appendix C. Deviations in the scope of cover must be expressly indicated and will be considered during the evaluation process. Should such deviations be beneficial to GDC, the tenderer must indicate the relevance/ benefit in their Risk Note accompanying their quotation.
- ii. The policies as indicated in the summary of Premium- 3C, shall be expected to carry specific quotations, price schedules must conform to the Format indicated in Section, 3A.
- iii. Claims notification period should be 'As soon as possible' for all policies.

### **PART 1: - IMPORTANT SPECIFICATIONS ON FIRE & MACHINERY POLICIES.**

- 1) Fire Buildings:  
Incorporates company buildings at various GDC business locations including furniture, fittings, equipment, stock, partitions etc.
- 2) Time-frame for documentation for fire and machinery claims should be 'within reasonable time' and not specific days.

### **PROPOSED SUMS INSURED FOR THE PERIOD 1<sup>ST</sup> FEBRUARY 2022 – 30<sup>TH</sup> JUNE 2023.**

### **PART II: OTHER POLICIES.**

- 1) Motor Policies:
  - a) The motor commercial – Bus Policy should include free Passenger Legal Liability Cover extension.
  - b) Motor vehicle comprehensive policies should not require GDC vehicles to install tracking devices. Vehicles are factory fitted with anti-theft devices, including engine immobilizers.
  - c) Company Motor data per policy as at **30<sup>th</sup> November, 2021** is as tabulated below;

<b>Class of Insurance</b>	<b>No. Of units</b>	<b>Sum Insured</b>
Motor commercial Pickups – Comprehensive.	32	68,606,000.00
Motor Commercial Buses- Comprehensive	6	15,920,000.00
Motor Commercial Ambulances	3	10,405,000.00
Heavy Commercial (Own Goods) Comprehensive.	47	183,808,397
Plant and Machinery All Risks.	88	1,070,994,051
Motor Private-Comprehensive	32	87,000,000.00
Motor Cycle- Comprehensive	2	391,501.00

A qualified valuer appointed by the winning underwriter after award at their own cost will value all vehicles and premium will be adjusted in accordance to the revised valuations.

The underwriter must submit copies of the valuation reports to GDC.

2) Group Life Insurance.

Please note that the sum Assured is 5 years Basic Salary. Underwriters should base quotations on Basic Salaries.

3) Group Personal Accident/ WIBA/ Employer Liability Cover.

These policies should be provided under one combined policy.

**PTD award of less than 5% will not be subjected to medical re-examination.**

4) Motor vehicles Insurers

All Motor Vehicles Insurers will be required to submit the following documents to the Company on commencement of the Insurance Contract.

- i. A list of the approved garages. This should include Garages within various locations of our installations as listed below: -
  - a) Nairobi
  - b) Nakuru
  - c) Baringo
- ii. A copy of the Assessors report after an accident must be provided to GDC.
- iii. Geothermal Development Company Limited will not be restricted to insurers approved garages.

All Accidents Motor Vehicles will be repaired at the underwriter's panel of garage preferred by the insured.

5) Travel Insurance Policy

The Underwriter must be recognized by the Schengen Countries. (**Attach documentary evidence.**)

6) All Other Policies

Kindly refer to the respective Risk Notes for sums insured/ limits of liability etc. as applicable

## **PROPOSAL.**

### **FORMAT OF TENDERERS' PROPOSAL FORM**

<b>A No.</b>	<b>B Class.</b>	<b>C Rates where Applicable per Policy</b>	<b>D Premium for the five months period.</b>	<b>E Premium for the one year period.</b>	<b>F Total Premium for the two periods. ( 5months and One year</b>	<b>G Deductible/Limits/ Excess where applicable per policy.</b>
1.						
2.						

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date\_\_\_\_\_

Name of tenderer\_\_\_\_\_

### **Notes**

**\*\*Please note that the Proposal MUST be completed with ALL the above indicated columns, namely**

- NO.
- Class of Insurance
- Rates where applicable per policy
- Premium for the five months
- Premium for the one year.
- Total premium for the two periods. ( **Five months and one year period**)
- Deductible limits/ excess where applicable per policy

No additional fields other than a-g may be added by the tenderer on the Proposal.

**\*\*Quotations submitted for each policy should be itemized numerically, (as shown in Column A), up to the last quotation.**

### **3B. LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS**

<b>Item</b>	<b>Policy Class</b>
1.	Fire & Special Perils Cover
2.	Group Creditor
3.	Travel Insurance-Overseas
4.	Public Liability
5.	Professional Indemnity Insurance
6.	(i) Motor Private- Comprehensive (ii) Motor Commercial pickups – Comprehensive (iii) Heavy commercial own goods ( comprehensive (iv) Plant & Machinery- All Risks-Comprehensive (v) Motor Cycle-Comprehensive (vi) Motor Commercial Ambulances – Comprehensive (vii) Motor Commercial Buses- Comprehensive
7.	(i) Employers Liability (ii) Group Accident-Sports
8.	All Risks ( Electronic Equipment)
9.	Electronics Insurance
10.	Goods in Transit

11.	Marine Cargo Insurance
12.	Money Insurance
13.	Fidelity Guarantee
14.	Medical Malpractice
15.	Directors Medical
16.	Directors- Group Accident
17.	Directors & Officers Liability
18.	Group Life Cover Plus Last Expense for staff and Spouse

## PROPOSED TABLE

Item	Policy Class
1.	Travel insurance- overseas
2	Plant and Machinery all risks insurance
3.	Fire & special perils
<b>❖ POLICIES TO BE QUOTED FOR IN GROUPS</b>	
<b>A</b>	<b>GROUP A</b>
4.	Motor Private- Comprehensive
5.	Motor Commercial Buses - Comprehensive
6.	Motor Commercial Pickups - Comprehensive
7.	Motor Commercial Ambulances - Comprehensive
8.	Motor Cycle - Comprehensive
9.	Heavy Commercial (Own Goods) Comprehensive.
<b>B</b>	<b>GROUP B</b>
10.	Employers Liability
11.	Group Accident-24hrs / WIBA Plus
12.	Group Accident-Sports
<b>C</b>	<b>GROUP C</b>
13.	All Risks including Field / Research Equipment
14.	Electronic Equipment
<b>D</b>	<b>GROUP D</b>
15.	Goods In Transit
16.	Marine Cargo Insurance
17	Money
<b>E</b>	<b>GROUP E</b>
18	Fidelity Guarantee
<b>F</b>	<b>GROUP F</b>
19.	Directors Medical
20.	Directors- Group Accident
21.	Directors & Officers Liability
<b>1</b>	<b>GROUP G</b>
22.	Group life cover plus last expense for staff, children and spouse
<b>H</b>	<b>GROUP H</b>
23.	Public Liability
24	Professional Indemnity
25.	Medical Malpractice
<b>L</b>	<b>GROUP I</b>
25	Group Creditor.

**SUMMARY OF PREMIUM.**

Description	Gross Annual Premium- Kshs.
Gross premium quoted (Inclusive of all Levis, duties and taxes)	
Gross Annual Premium	

Name of tenderer: .....  
Signature of Authorized Official: .....  
Date: .....

## Notes for Preparing the Schedule of Requirements

### 1. Objectives

The objectives of the Schedule of Requirements are:

- a) To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing **Insurance Policies**.

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

### 2. List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

1. Insurance Item N 1. Office Building (Give full Descriptions of the required item to be insured) and contingencies to be covered.

Name and location of the building \_\_\_\_\_ Number of Floors \_\_\_\_\_

Estimated area of \_\_\_\_\_ square meters Complete with \_\_\_\_\_ Constructed of \_\_\_\_\_

Estimated value \_\_\_\_\_

Contingencies to be insured \_\_\_\_\_ (fire, earthquake/hurricane, civil riot, etc.) Etc.

2. Insurance Item N10. Goods on transit (Give full Descriptions of the required Goods).  
Description \_\_\_\_\_ of

Goods \_\_\_\_\_

Value of the Goods \_\_\_\_\_

Location where they \_\_\_\_\_

are

Final  
destination

Mode of  
transport

Duration of  
transport

Percentage of value of Goods to be  
covered

Contingencies to be insured \_\_\_\_\_ (fire, theft, loss of a sinking vessel,  
etc.) Etc.



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## **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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## SECTION IV - 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 brokerage services Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "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, e t c**

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 and 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 be entitled 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 it 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 V - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>The Procuring Entity is <i>Geothermal Development Company Ltd</i></p> <p>The Insurance Provider is – <i>Brokerage Services</i></p> <p>The contract name is <i>Provision of Insurance Brokerage Services</i></p>
1.4	<p>For <b>notices</b>, the Procuring Entity's address shall be:</p> <p style="text-align: center;"><b>The Managing Director &amp; CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000, 0719036000 P.O. Box 100746 – 00101 Nairobi, Kenya</b></p> <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ul style="list-style-type: none"> <li>i. personally;</li> <li>ii. by registered or recorded delivery mail;</li> <li>iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or</li> <li>iv. By any other means which any party specifies by notice to the others.</li> </ul> <p>Notice shall be deemed to have been served:</p> <ul style="list-style-type: none"> <li>i. if it was served in person, at the time of service;</li> <li>ii. if it was served by post, 72 hours after it was posted; and</li> </ul> <p>If it was served by e-mail, telex or facsimile transmission, at the time of transmission.</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:</p> <p style="text-align: center;"><b>The Managing Director &amp; CEO, Geothermal Development Company Ltd (GDC) Kawi House, South C Bellevue Off Mombasa Road, Tel: 0719037000, 0719036000 P.O. Box 100746 – 00101 Nairobi, Kenya</b></p> <p>For the Insurance Provider: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	The date on which this Contract shall come into effect is <i>Immediately after signing the contract</i>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date – Effective date of the contract.</p> <p>Completion or Expiry Date – June 2023</p> <p>Duration of the coverage – 17 Months</p>
2.8	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> <li>1) Geothermal Development Company's payment terms are within sixty (60) days upon receipt of certified invoices and delivery notes confirming that the invoiced goods/items have been delivered and is in accordance with the contract by the supplier.</li> <li>2) Advance Payment is not applicable.</li> <li>3) Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.</li> <li>3) No interest on delayed payments.</li> <li>4) Lumpsum payment not applicable</li> </ul>



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.2.3 (c )	<p><b>Termination for Default</b>  GDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a) If the Service Provider fails to deliver the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the GDC;</li> <li>b) If the Goods and Services delivered by the Service Provider do not conform to the Standards specified in the Contract;</li> <li>c) If the Service Provider fails to perform any other obligation(s) under the Contract;</li> <li>d) If the Service Provider, in the judgment of <ul style="list-style-type: none"> <li>a) the GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;</li> <li>b) If the Service Provider becomes insolvent or bankrupt; GDC may at any time terminate this Agreement by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to GDC;</li> </ul> </li> </ul> <p>In the event that the GDC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, Goods and Services similar to those undelivered, and the Service Provider shall be liable to the GDC for any excess costs incurred.</p> <p><b>Termination by Notice</b>  Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving no less than Thirty (30) days' notice in writing.</p> <p><b>Termination for Convenience</b>  The GDC by written notice sent to the Tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the GDC's convenience, the extent to which performance of the Tenderer of the contract is terminated and the date on which such termination becomes effective.</p> <p>For the remaining part of the contract after termination the GDC may elect to cancel the supply and pay to the Tenderer the amount for partially delivered goods.</p> <p><b>Termination by Mutual Consent</b>  By mutual written agreement, the Purchaser and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.</p> <p><b>Termination by Insolvency</b>  If the Tenderer becomes insolvent or bankrupt; the Purchaser may at any time terminate this Agreement by giving written notice to the Tenderer. In this event, termination will be without compensation to the Service provider, provided that such termination will not produce or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.  On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.</p>
3.6.1	<p>If the Service Provider fails to perform the Services within the period(s) specified in the Contract and/or offers poor Services contrary to the terms and conditions of the Contract, GDC shall, without prejudice to its other remedies under the Contract, deduct, as liquidated damages, from the amount of approved invoices due for payment to the Service Provider or the Performance Bond, a sum equivalent to the value of the unperformed Services or poor Services computed at the rate of the prevailing mean commercial lending rate as determined by Central Bank of Kenya. In the event the amount of liquidated damages exceeds the value of the Performance Bond, the Contract shall automatically be terminated by GDC and the Service Provider held liable for any such costs incurred by GDC following the termination of the Contract.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.4	Interest shall be paid to the Insurance Provider for each day of delayed payment – N/A
8.4.1	The Arbitration – N/A

## **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

### **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. 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 Tenderer by meeting one or more of the following conditions:*

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: \_\_\_\_\_ [insert identification  
no] Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to:  
\_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

#### **Details of beneficial ownership**

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”*

*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]*

*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..... [Insert date of signing] day of..... [Insert month], [insert year]*

**RISK NOTES;  
POLICY TYPE**

**FIRE & SPECIAL PERILS**

**SCOPE OF COVER** Loss of or Damage to Insured property from All Types of fires including Lightning, Full Explosion, all special perils, Bush Fire, Spontaneous combustion, Subterranean Fire, bursting of water pipes and tanks, aircraft devices, impact from aerial devices / to buildings occasioned by an Insured Peril

**SITUATION** KENYA

**INSURED ITEMS**

ITEM	ITEM DEFINITION
BUILDINGS	Buildings as defined in the policy including fitting of plate glass, Miscellaneous administrative Blocks including driveways parking areas, fuel and other installations, tanks and underground/ overhead utility systems, workshop and stores, and any other property of the insured. Incorporates company buildings at the various GDC business locations including furniture, fittings, equipment, stock, partitions etc.
STOCKS	Stock, raw materials, Work in progress, packaging materials and all other, excluding fuel
CONTENTS	Contents including Furniture, fixtures & fittings, office equipment, stationary, and all other miscellaneous contents or property belonging to the insured or held by them in trust
ELECTRICAL EQUIPMENT	Electrical Equipment including radio equipment, Transmission lines, Transformers, and other Equipment Stock
PLANT & MACHINERY	Plant and Machinery, including Generators accessories, tools, spares and equipment, electrical cables and any other contents belonging to the insured or held by them in trust

**TOTAL SUM  
INSURED**

**Kshs. 4,637,956,218**

## EXTENSIVE CLAUSES

1. 72 Hours clause
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents
6. All special perils a-h
7. Alterations and repairs clause
8. Appraisement clause
9. Architects, quantity surveyors and consulting engineer's clause
10. Automatic reinstatement of loss clause
11. Automatic deletions and additions clause
12. Automatic increase (stocks)
13. Breach of conditions and warranties clause
14. Bush fire
15. Cancellation clause (30 days)
16. Capital additions clause – 10%
17. Claims preparation clause – Kshs. 500,000
18. Computer system records clause
19. Contract works – Kshs. 5,000,000
20. Cost of demolition, site clearance and erection of hoardings
21. Cost of re-erection clause
22. Cross liability clause
23. Clearing of drains
24. Customers property
25. Definition of: buildings, plant & machinery, stock & materials in trade
26. Debris removal costs clause
27. Designation of property clause
28. Expediting expenses clause
29. Earthquake, fire and shock
30. Escalation clause – with no additional premium
31. Explosion
32. Extension of average condition
33. Fines and damages
34. General interest clause
35. Goods in trust and / or on commission
36. Burst pipes
37. Overflowing water tanks
38. Impact from aerial devices/aircrafts
39. Import duty clause
40. Increase in risk

41. Internal removal
42. Loss reduction clause
43. Malicious damage
44. Non-invalidation
45. Property in the open
46. Misdescription clause
47. Municipal plans and scrutiny fees
48. Parking of vehicles
49. Payment on account clause
50. Public authorities' clause
51. Public utilities clause
52. Reinstatement clause / replacement
53. Rent payable clause
54. Riot, strike and civil commotion
55. Spontaneous combustion
56. Stock declaration condition
57. Temporary removal clause
58. Tenants clause either with the client as a tenant or the client as the owner
59. Vehicle loads clause
60. Un-occupancy
61. Workmen on premises clause

**IMPORTANT  
CLAUSES**

**Deletion of PMOW Clause  
Deletion of electrical clause**



## MOTOR PRIVATE VEHICLES – COMPREHENSIVE

### POLICY TYPE

MOTOR PRIVATE VEHICLES - COMPREHENSIVE

### SUMMARY OF COVER

Indemnity against loss of or damage to and legal liability to Third Parties rising out motor private vehicles owned or operated by the Insured including;  
Accidental collision and overturning  
Fire, external explosion, self-ignition lightning or burglary  
Malicious acts  
Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.

### LIMITS OF LIABILITY

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	20,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
i. Any One Passenger	20,000,000
ii. Any One Event	50,000,000

### OTHER BENEFITS

Towing Charges	Kshs 100, 000
Repair Authority	Kshs. 50,000
Medical Expenses	Kshs. 50,000
Radio Cassette	Kshs 50, 000
Windscreen	<b>Replacement</b>

### GEOGRAPHICAL AREA

East Africa

### SPECIAL CONDITIONS

1. Excess protection cover in addition to No blame no excess
2. Public legal liability extension for all motor private vehicles
3. Assessment of vehicles – 24 hrs. upon delivery to garage
4. Use of reputable garages, over and above Insurers panels
5. Speedy processing of all claims
6. Free Valuation by Insurers Valuer
7. Replacement of windscreen by Insurers through identified supplier.  
No additional cost for reinstating windscreen cover
8. There should be a 'partial theft' excess
9. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21yrs and below

## EXTENSIVE CLAUSES

1. Agreed value basis subject to undertaking valuation from Insurers valuer
2. Alternative accommodation following loss out of town –Ksh 10,000 for up to three days
3. Cover for personal effects following accident of Kshs. 30,000
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction Clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Personal accident death limit for driver – Ksh 250,000
10. Replacement /unobtainable parts
11. Replacement cost for NEW vehicles less than 12months
12. Special perils cover
13. Strike, Riot and Civil Commotion
14. Use by motor trader

## PLANT AND MACHINERY ALL RISKS

### POLICY TYPE

PLANT AND MACHINERY ALL RISKS

### SUMMARY OF COVER

Indemnity against loss of or damage to and legal liability to Third Parties arising out of Motor Commercial vehicles owned and operated by GDC including;

- a) Accidental collision and overturning
- b) Negligent operations by vehicle operators
- c) Malicious acts and theft
- d) Fire, external explosion, self-ignition lightning or burglary
- e) Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- f) The policy also covers sudden and unforeseen physical damage or loss due to any accidental, electrical or mechanical breakdowns to the client's machinery and equipment whilst at work or not in use and during any cleanup, inspection, overhauling or subsequent re-erection and removal to another site within the premises.
- g) In addition to this, a small disaster, e.g. fracture of a flywheel may result in loss affecting several machines, with high replacement/ repair costs

### LIMITS OF LIABILITY

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	20,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
i. Any One Passenger	20,000,000
ii. Any One Event	50,000,000

### OTHER BENEFITS

Towing Charges	Kshs. 100, 000
Repair Authority	Kshs. 50,000
Medical Expenses	Kshs. 50,000
Radio Cassette	Kshs 50, 000
Windscreen	<b>Replacement</b>

### GEOGRAPHICAL AREA

**EAST AFRICA**

## SPECIAL TERMS

1. Excess protection cover in addition to No blame no excess
2. Assessment of vehicles at our areas of operation i.e. Menengai, Baringo – Silali at no additional cost
3. Use of reputable garages, over and above Insurers panels
4. Speedy processing of all claims
5. Free Valuation by Insurers Valuer
6. Replacement of windscreen by Insurers through identified supplier. No additional cost for reinstating windscreen cover
7. There should be partial theft excess
8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21yrs and below

## EXTENSIVE CLAUSE

1. Agreed value basis subject to undertaking valuation from Insurers valuer
2. Endorsement 19M – cover against staff suing GDC
3. Endorsement 19K – cover against spouses and family of staff suing GDC
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction Clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Replacement /unobtainable parts
10. Replacement cost for NEW vehicles less than 12months
11. Special perils cover
12. Strike, Riot and Civil Commotion
13. Use by motor trader

## MOTOR COMMERCIAL COMPREHENSIVE

### POLICY TYPE

### MOTOR COMMERCIAL COMPREHENSIVE

### SUMMARY OF COVER

Indemnity against loss of or damage to and legal liability to Third Parties arising out of Motor Commercial vehicles owned and operated by GDC including;

- a) Accidental collision and overturning
- b) Fire, external explosion, self-ignition lightning or burglary
- c) Malicious acts
- d) Whilst in transit including process of loading and unloading by lifts inland waterways or elevators.

### LIMITS OF LIABILITY

LIABILITY	LIMIT – KSHS.
Third Party Property Damage	20,000,000
Third Party Bodily Injury/Death	Unlimited
Passenger Legal Liability	
i. Any One Passenger	20,000,000
ii. Any One Event	50,000,000

### OTHER BENEFITS

Towing Charges	Kshs 100, 000
Repair Authority	Kshs. 50,000
Medical Expenses	Kshs. 50,000
Radio Cassette	Kshs 50, 000
Windscreen	<b>Replacement</b>

### GEOGRAPHICAL AREA

### EAST AFRICA

### SPECIAL TERMS

1. Excess protection cover in addition to No blame no excess
2. Public legal liability extension for all motor private vehicles
3. Assessment of vehicles – 24 hrs. upon delivery to garage
4. Use of reputable garages, over and above Insurers panels
5. Speedy processing of all claims
6. Free Valuation by Insurers Valuer
7. Replacement of windscreen by Insurers through identified supplier. No additional cost for reinstating windscreen cover
8. There should be a 'partial theft' excess
9. Insured drivers should begin at 18years, holding a valid driving license. learners -2 years, young drivers – 21yrs and below

## EXTENSIVE CLAUSES

1. greed value basis subject to undertaking valuation from Insurers valuer
2. Endorsement 19M – cover against staff suing GDC
3. Endorsement 19K – cover against spouses and family of staff suing GDC
4. Including branding of vehicles
5. Including excess without anti-theft device
6. Jurisdiction Clause-Kenya
7. Legal Liability of passengers for acts of negligence
8. Motor Contingent Liability
9. Replacement /unobtainable parts
10. Replacement cost for NEW vehicles less than 12months
11. Special perils cover
12. Strike, Riot and Civil Commotion
13. Use by motor trader
14. Free passenger legal liability cover extension

## MOTOR CYCLES INSURANCE

POLICY TYPE

MOTOR CYCLES COMPREHENSIVE

SUMMARY OF COVER

### COMPREHENSIVE & THIRD PARTY COVERS

Indemnity against loss of or damage to and legal liability to Third Parties arising out of motor cycles owned or operated by GDC including;

- a) Accidental collision and overturning
- b) Fire, external explosion, self-ignition lightning or burglary
- c) Malicious acts
- d) Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.

LIMITS OF LIABILITY

LIABILITY	LIMIT - KSHS
Third party Property Damage	10,000,000
Third party Bodily Injury/Death	Unlimited

OTHER BENEFITS

Towing Charges	Kshs. 100, 000
Repair Authority	Kshs.50, 000
Medical Expenses	Kshs. 20,000

SPECIAL TERMS

1. Assessment of repairs – 24 hrs. upon delivery to garage
2. Use of reputable garages, over and above Insurers panels
3. Speedy processing of all claims
4. Free Valuation by Insurers Valuer

## **GROUP PERSONAL ACCIDENT INSURANCE/WIBA PLUS – 24HRS**

### **POLICY TYPE**

**GROUP PERSONAL ACCIDENT INSURANCE /WIBA PLUS– 24HRS**

### **SUMMARY OF COVER:**

Covering all employees of the Insured against death or bodily injury including occupational diseases as well as but not restricted to, benefits as specified in the policy.

### **DEFINITION OF EARNINGS**

GROSS salary only

### **INSURED LIVES**

All employees of the insured including Contract, Temporary and Casual Employees

### **BENEFITS**

<b>LIABILITY</b>	<b>BENEFIT TO BE PAID</b>
Death	96 months earnings (8years)
Permanent Total Disability	% PTD based on 96 months' earnings
Temporary Total Disability	Weekly earnings for a max 104 wks.
Medical Expenses	Kshs. 1,000,000 per person per injury
Funeral Expenses	Kshs 200,000 per staff
Occupational Diseases	Kshs. 20,000,000
Trauma counselling and physiotherapy	Kshs. 100,000

### **ESTIMATED EARNINGS**

<b>Category</b>	<b>Annual salaries / wages</b>
All Staff	
Total Estimated Annual Gross Wages.	Kshs. <b>1,844,640,204</b>



## EXTENSIVE CLAUSES

1. Travel to and from work including social and sporting activities organized by or on behalf of the insured
2. The social and sporting activities extension includes travel to and from such activities as well as actual participation
3. Occupational illnesses
4. Accumulation limit Kshs. 500,000,000/= per event
5. Age limit - 18 to 70 years
6. Including Airfares for treatment
7. Annual declaration of actual earnings and premium adjustment
8. Automatic additions/deletions
9. Submission of invoices instead of receipts for compensation of medical bills
10. Injuries of 5% and below not to be subjected to second medical opinion
11. Cancellation notice - 30 days
12. Cover for working Directors
13. Disappearance clause – after ‘reasonable time has elapsed’
14. Drugs exclusion not to apply where drugs are administered by a medical practitioner
15. Exposure clause
16. Hi-jack clause
17. Terrorism and Political Risk
18. Motor cycling up to 250cc
19. Mountaineering (excluding use of ropes and guides), Rugby, Basketball, football and volleyball
20. Payment on account
21. Repatriation expenses
22. Riot, strike and civil commotion
23. Temporary total disablement payable in addition to capital benefits.
24. Trustees clause
25. Including employees travelling to and from work, and social and sporting activities organized by GDC.

## **GROUP PERSONAL ACCIDENT INSURANCE – SPORTS**

### **POLICY TYPE**

### **GROUP PERSONAL ACCIDENT - SPORTS**

**SUMMARY OF COVER:** Covering the insured persons against accidental death and/or injury in accordance with the benefits specified.

**INSURED PERSONS** Members of Staff engaged in company sport activities including directors, casuals and temporary staff, contract staff, including the community who are engaged to play for GDC and students on attachment.

**TOTAL NUMBER  
INSURED PER EVENT** 100

**GEOGRAPHICAL AREA:** **Worldwide**

### **BENEFITS:**

<b>BENEFIT</b>	<b>COMPENSATION</b>
Death	Kshs. 5,000,000 any one participant
Permanent Total Disablement	Kshs. 5,000,000 any one participant
Medical Expenses	Kshs. 1,000,000 per incident, per participant

### **EXTENSIVE CLAUSES:**

1. Age limits – From 18 to 75 years.
2. Air travel as passenger in any standard type licensed aircraft.
3. Riot and strike extension.
4. Trustee clause - GDC
5. Disappearance clause – 24 months
6. Worldwide limits.
7. Directors included
8. Payment on account.
9. Double benefits.
10. Including death cover for road accident following heart attack

### **IMPOTANT CLAUSE**

Medical bills to be settled based on certified copies of invoices

## EMPLOYERS LIABILITY

### POLICY TYPE

### EMPLOYERS LIABILITY

### SUMMARY OF COVER

Indemnity in respect of death or injury to employees (including directors as well as temporary, contract and casual employees) arising out of and in the course of their employment at Common Law.

### INSURED LIVES

All employees of the insured including Contract, Temporary, Casual Employees and students on attachment

### MAXIMUM LIABILITY

LIABILITY	LIMIT
Any one person	Kshs.30,000,000
Any one occurrence	Kshs. 100,000,000
Any one Year	Kshs. 100,000,000

### ESTIMATED EARNINGS

Category	Annual salaries / wages
All staff	
<b>Total Estimated Wages</b>	<b>Kshs. 1,844,640,204</b>

### DEFINITION OF EARNINGS

BASIC SALARY ONLY

### JURISDICTION CLAUSE

KENYA ONLY

### EXTENSIVE CLAUSES

1. Cancellation notice - 30 days'
2. Including cover for employees whilst travelling to and from work including social and sporting activities organised by or on behalf of the insured
3. Including use of motor vehicles
4. Riot, strike and civil commotion
5. The social and sporting activities extension includes travel to and from such activities as well as actual participation
6. Working directors covered

**PROFESSIONAL INDEMNITY LIABILITY (MEDICAL MALPRACTICE - CLINICS)****POLICY TYPE**

PROFESSIONAL INDEMNITY LIABILITY (MEDICAL  
MALPRACTICE - CLINICS)

**SUMMARY OF  
COVER**

Legal liability for death/bodily injury/illness arising out of the medical activities/advice rendered at the GDC Clinics.

Cover includes alleged disability, sickness, disease or death of a patient following professional medical services rendered or that failed to be rendered at our clinics

**LIMITS OF  
LIABILITY:**

<b>LIABILITY</b>	<b>BENEFIT</b>
Any one claim/occurrence	Kshs.10,000,000
Any one Year	Kshs.10,000,000

**EXCESS**

10% of each and every loss subject to a maximum of kshs.20, 000

**INSURED  
PRACTITIONERS:**

Employees of GDC who are qualified doctors or paramedical persons for our clinics

**JURISDICTION  
CLAUSE:**

KENYA

**EXTENSIVE  
CLAUSES:**

1. Including auxiliary doctors – employed as relief /substitute
2. Including Use of Ambulance or any other vehicle.
3. Including gratuitous services at the scene of a medical emergency by the Doctors.
4. Including treatment in other Hospitals if deemed necessary by insured doctors.
5. Covering all nurses and all clinical officers.
6. Including legal defense even when claims are false, fraudulent and groundless
7. Extended reporting period – option to extend for 30days after expiry at a cost.
8. Pre-existing medical conditions
9. Acupuncture

**GROUP LIFE ASSURANCE  
POLICY TYPE**

**GROUP LIFE INSURANCE**

**SUMMARY OF COVER:** Providing a death benefit in the event of a member's death in service before attainment or retirement age, in accordance with the benefits specified in the Policy

**INSURED PERSONS:** Members of Staff as declared on payroll and their dependents i.e. spouses and children  
**Total Assured lives – 4087**

**BENEFITS:**

EVENT	Lives	Basic Salary Only PER MONTH	Sum Assured – 5 Yrs Salary ( X 60MONTHS)
DEATH	1037	Kshs. 109,637,955.36	

**LAST EXPENSE  
BENEFITS:**

Funeral Expenses	Lives	Sum Assured / Payable
Per Staff (Deceased)	1037	Kshs 300,000
Per Spouse and Children(Deceased)	3050	Kshs 300,000

**ANNUAL BASIC  
SALARY:** Kshs.1,315,655,464.32

**MEDICAL FREE COVER  
LIMIT:** Kshs. 30,000,000

**SPECIAL EXTENSIONS:**

1. Automatic additions and deletions of staff - 30days
2. Critical illness rider 50%
3. Claim notification – 90days
4. Waiting period – NIL
5. Including profit sharing clause
6. Including critical illness rider
7. Including profit sharing
8. The benefit is payable on death whilst in the service of GDC
9. 30 days grace period for paying premium upon expiry of the policy. After this period the Assurers go off cover immediately
10. Retirement age – 60years
11. GDC as a Trustee of the deceased staff / Benefits paid to GDC

12. Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions
13. Pre-existing conditions
14. To cover children from one day after birth

## CLAIMS

### DOCUMENTATION:

Standard documentation to be submitted for **Group Life only**

#### Death Claims

1. Original death certificate – for verification and return
2. Certified copy of ID / Surrender of ID
3. No documentation for last expense other than declared schedule

### SPECIAL CONDITION:

Cover should be enhanced, to include all special extensions as indicated above. Should an underwriter wish to continue charging for any ailment upon commencement of contract, or require GDC to submit further documentation for claims, this **MUST** be clearly indicated in the bid submitted.

Speedy settlement of claims – no more than 14 days upon receipt of all documentation above.

## POLICY TYPE

## CREDITORS LIFE INSURANCE

### SUMMARY OF COVER:

Providing cover for the life of a debtor, where GDCs has an interest, should there be death prior to full repayment of the company loan.

This policy pays off the balance of the amount outstanding on a *Reducing Balance* basis.

### INSURED FUND:

Total Outstanding Loan is Kshs. **69,776,943.54**

**Total assured lives –**

**85**

### BENEFITS:

Outstanding Loans	TOTAL OUTSTANDING LOANS (Ksh)	Lives
<b>Car Loan</b>	69,776,943.54	85
<b>Total</b>	69,776,943.54	85

### CLAIM NOTIFICATION

NONE

<b>WAITING PERIOD</b>	NONE
<b>ELIGIBLE DEBTORS;</b>	All debtors of GDC who are making periodic installments in respect of loans issued by GDC.
<b>AGE LIMIT</b>	Death Claims – Between 18 years and 65 years Disability Claims – Between 18 years and 65 years
<b>FREE COVER LIMIT</b>	Kshs. 20,000,000
<b>PERMANENT DISABILITY COVER</b>	Payable when the member suffers disability whilst loan is still pending Loss  <u>Cover includes but not restricted to below disabilities;</u>  <input type="checkbox"/> Total and irrecoverable loss of sight in both eyes <input type="checkbox"/> Loss of both hands <input type="checkbox"/> Loss of both feet <input type="checkbox"/> Loss of all fingers and both thumbs <input type="checkbox"/> Loss of one hand and one foot <input type="checkbox"/> Total and irrecoverable paralysis
<b>SPECIAL EXTENSIONS:</b>	<ol style="list-style-type: none"> <li>1. Cancellation notice – 60days</li> <li>2. Including disability claims</li> <li>3. Benefit is payable on death/disability when GDC loan is still outstanding</li> <li>4. 30 days grace period for paying premium upon expiry of the policy. After this period the Assurers go off cover immediately</li> <li>5. Age limit of debtors – between 18years and 66 years</li> <li>6. No medical examination required for loanes in this policy.</li> <li>7. Including cover for HIV/AIDS related claim.</li> <li>8. Automatic additions and deletions</li> <li>9. Errors and omissions to be incorporated</li> </ol>

**POLICY TYPE****TRAVEL INSURANCE - OVERSEAS****SUMMARY OF COVER:**

Indemnity against loss of or damage whilst abroad including medical expenses as per benefits

**PERIOD OF COVER**

Any staff travelling abroad, on official duty within the policy period.

**ESTIMATED TRAVELLORS**

Estimated staff travelling per annum – 200 staff

Travel Benefits for quotation.

<b>Section 1 - Medical &amp; Related Expenses</b>	
Medical Expenses	\$75,000
Excess	\$200
Medical Evacuation, Repatriation or Transport to Medical Centre Expenses	\$25,000
Optical Expenses - Bodily Injury Included	
- Illness	\$500
Dental Expenses - Bodily Injury Included	
- Illness	\$500
Follow up Treatment in Kenya	\$500
<b>Section 2 - Personal Accident</b>	
Accidental Death	\$10,000
<b>Section 3 - Travel Guard Assistance services</b>	
Cash Assistance	Assistance services
Consular referral	Assistance services
Emergency Travel & Accommodation Arrangements	Assistance services
Transmission of Urgent Messages	Assistance services
Lost Passport Assistance	Assistance services
Visit by a family member	\$3,500
Return of Children	\$3,500
Return of Travel Companion	\$3,500
Legal Assistance Abroad	\$1,000
Motoring bail bond (advance only)	
Return of Mortal Remains or Burial Expenses	\$20,000
Coffin expenses	\$1,000
<b>Section 4 - Cancellation or Curtailment</b>	
Cancellation	\$1,500
Curtailment	\$1,500
Excess	\$50
<b>Section 5 - Baggage, Money, Credit Cards &amp; Travellers Cheques and Baggage Delay</b>	
Theft or Damage of Baggage	\$1,000
Baggage Single Item Limit- Theft or Damage	25% of benefit limit
Accidental Loss of Baggage	\$1,000
Baggage Single Item Limit- Accidental Loss	25% of benefit limit
Excess	\$50
Sub limit - Contact lenses, prescription spectacles or sunglasses (Over and above excess)	25% of benefit limit
Sub limit - Cellular phones/fittings/accessories (Over and above excess)	\$200
Theft of Money and Credit Cards & Travellers Cheques (Over and above excess)	\$150
Single item limit- Theft of Money and Credit Cards & Travellers Cheques (Over and above excess)	\$50
Excess	\$70
Baggage Delay (delayed for more than 6 hours)	\$150
<b>Section 9 - Travel Delay &amp; Missed Connection</b>	
Travel Delay (delayed for more than 4 hours)	\$200
Personal Liability	\$100,000
Excess	\$150
<b>Section 10 - Motor Hijack</b>	
Personal Accident	\$500
<b>Section 11 - Hijack - After 12 hours</b>	
Accumulation Limit	\$100,000

**TERRITORIAL LIMITS****Worldwide cover**

Includes the following countries;-

- Angola, Nigeria, Pakistan, Philippines, Mexico, South America, Zimbabwe, Soviet Union, India or Somali
- Any country where GDC will visit on official business

**CLAIMS NOTIFICATION**

30 Days (Death & Disability -365days)



## **EXTENSIVE CLAUSES:**

- Age limit 18-65 years
- Disappearance Clause – assumes death from injury (24months)
- Exposure Clause – death claims
- arranges cover for the following services free-
  - Cash advances
  - Consular referral
  - Emergency travel – arranging including accommodation & transport
  - Transmit urgent personal messages
- Luggage cover to include;-
  - Personal effects
  - Delay – emergency replacement of essentials
  - Travel documents, credit cards
  - Money, traveler's cheques etc.
  - Credit card/TC fraud

## **IMPORTANT CONDITIONS:**

1. Medical expenses for illnesses abroad **MUST** be on **CREDIT FACILITY** and not reimbursement. The tenderer should be able to demonstrate this prior to inception of cover.
2. **SPEEDY** service. Delivery of original letters to the Embassy within 24hours, and respective travel cards.
3. Quotation should be based on a deposit fee.
4. The underwriter must be recognized by the Schengen Countries (Attach documentary evidence)

**POLICY TYPE**  
**SUMMARY OF COVER:**  
office,  
**INSURED DIRECTORS:**  
**BENEFITS:**

**MEDICAL INSURANCE - BOARD DIRECTORS**  
Covering medical expenses for Board Directors whilst still in  
in accordance with statutory Act limits.  
**AS DECLARED**

<b>INPATIENT</b>	<b>ENTITLEMENT PER DIRECTOR</b>
Inpatient	Kshs. 2,000,000 per year
<b>OUTPATIENT</b>	<b>ENTITLEMENT PER DIRECTOR</b>
Outpatient	Kshs. 100,000 per year
Dental	Kshs. 50,000 per year
Optical	Kshs.50,000 per year
Consultation Fees Limit	Kshs 5,000 per visit Or as agreed with GDC.
<b>OTHERS</b>	
Funeral Expenses	Kshs. 100,000

**PANEL OF PROVIDERS**

GDC will have the right to negotiate the panel of preferred list of providers before inception of cover. The hospitals should include the major hospitals. This right will remain throughout the contract period.

**MAIN CREDIT FACILITIES  
& Sub Limits**

<u>Scope of Cover</u>	<u>Limit</u>
✓ Inpatient services	<b>Kshs. 2,000,000</b>
✓ Pre-Existing Conditions & Chronic ailments and-HIV/ AIDS related illnesses	<b>Kshs. 750,000</b>
✓ Post Hospitalization	<b>Kshs. 100,000</b>
✓ Inpatient non accidental dental cover	<b>Kshs. 100,000</b>
✓ Inpatient non accidental Ophthalmological Cover	<b>Ksh. 10,000</b>
✓ Accommodation Private room (Minimum charges of Kshs. 25,000 per night.	

**SPECIAL EXTENSIONS:**

- Cover includes the following;**
- 1 Age limits – From 18 to 65 years.
  - 2 Inclusion of AMREF FLYING DOCTORS cover extension
  - 3 Enhanced cover must include Dental expenses within its scope
  - 4 Enhanced cover must include Optical expenses within its scope
  - 5 Cancellation of policy – 30days notice from Insurers or GDC
  - 6 Use of ambulance, transport and air fares during emergency and road rescue including emergency treatment/ evacuation.
  - 7 Post accidental benefit for accident and surgical admissions within thirty days after discharge limit of **Ksh 100,000**
  - 8 Congenital defects limit of **Ksh. 300,000**

- 9 Internal and external surgical implants, appliances, joints replacement and prostheses up to the overall limits.
- 10 Health check-up **Ksh 30,000**
- 11 Maternity including normal/C-section **Kshs. 200,000**
- 12 Emergency air rescue due to a life threatening illness on emergency road rescue leading to hospitalization.
- 13 Day care surgery.
- 14 Major Organ transplant.

## **SPECIAL CONDITIONS**

1. 24hr helpline
2. Category of rooms –Private Rooms
3. No waiting period
4. Limits per illness/accident should be within entitlement
5. In patient cover should include an equivalent amount of Kshs. 2,000,000 in foreign currency when treatment is abroad.
6. Outpatient cover should include an equivalent amount of Kshs. 100,000 in foreign currency when treatment is abroad.
7. Inclusion of operating theater, HDU and ICU charges

**POLICY TYPE****GROUP PERSONAL ACCIDENT – BOARD DIRECTORS****SUMMARY OF COVER:**

Covering the following persons against accidental death and/or injury in accordance with the benefits specified and as the Act including injuries whilst engaged in company business

**INSURED PERSONS:**

Non-Executive Directors Including the Chairman, whilst traveling on or engaged in company business **Total number – 6**

**GEOGRAPHICAL AREA:**

Worldwide

**BENEFITS:**

<b>BENEFIT</b>	<b><u>Limit</u> (Per Director)</b>
Death	Kshs. 5,000,000
Permanent Total Disablement	Based on Kshs. 5,000,000
Total Temporary Disablement	NO COVER
Medical Expenses	Kshs. 100,000 per incident
Repatriation of Assured	Kshs. 100,000 per incident

**ACCUMULATION LIMIT**

<b>Description</b>	<b>Accumulation Limit</b>
Any One Person	Kshs 5,000,000
Any One Occurrence	Kshs 40,000,000
Any One Year	Unlimited

**EXTENSIVE CLAUSES:**

1. Accumulation limit Kshs. 40,000,000/= per event
2. Accompanying next of kin return fare
3. Age limit - 18 to 85years
4. Including Airfares for treatment within Medical expenses limit
5. Double benefits.
  1. Duty only for Directors
  2. Worldwide limits.
  3. Cancellation notice - 30 days' notice
  4. Disappearance clause – after 'reasonable time has elapsed'
  5. Drugs exclusion not to apply where drugs are administered by a medical practitioner
  6. Exposure clause – illness following exposure following an accident
  7. Hi-jack clause
  8. Motor cycling up to 250cc
  9. Mountaineering (excluding use of ropes and guides), Rugby, Basketball, football and volleyball
  10. Payment on account
  11. Riot, strike and civil commotion
  12. Trustees clause – GDC as a Trustee

**POLICY TYPE  
SUMMARY  
COVER:** **OF**

**DIRECTORS & OFFICERS LIABILITY**

Indemnity of amounts which the insured shall become legally liable to pay as compensation including agreed defense costs and expenses resulting from any wrongful Act by the insured in their capabilities and Directors and/or Senior Officers of GDC.

**INSURED  
PERSON(S):**

On 8 Non-Executive Directors (Board Members), MD & CEO and 64 Managers whilst engaged in Company business.

**LIMITS  
LIABILITY** **OF**

**Total number – 73**

<b>LIABILITY – EACH DIRECTOR</b>	<b>BENEFIT</b>
Any one claim/occurrence	Kshs.100,000,000
Any one Year	Kshs.100,000,000

**SPECIAL EXTENSIONS:**

- ☐ Outside Directorships.
- ☐ Representation at investigations and examinations.
- ☐ New Subsidiaries.
- ☐ 30 days discovery period following non-renewal of the policy which can be extended to 12 months on payment of 25% additional premium.
- ☐ Subrogation
- ☐ Other Insurance
- ☐ Notice and Authority
- ☐ Including Defense costs for Fraud & Dishonesty
- ☐ Political interpretation – Kenya
- ☐ Choice of Law Clause
- ☐ Operative

**OPERATIVE CLAUSE:**

Indemnity against claims made to Directors either jointly or severally where the latter becomes legally liable to pay compensation costs and expenses incurred in defense of the claim which would have arisen out of wrongful acts in their capacity as directors

**POLICY TYPE****ALL RISKS****SUMMARY OF COVER:**

Physical loss or damage to the specified property arising from any cause not excluded by the policy.

**INTEREST AND  
SUMS INSURED:**

Miscellaneous office equipment including factory equipment, Satellite dishes and antennae's telecommunications equipment, mobile phones, Laptops, iPads, Television sets and telephone switchboards, pumps, Cables and ducts, laboratory equipment and Geophysics equipment of each and every kind and mobile radio equipment not specifically insured elsewhere.

**Excess**

**Total sum insured - Kshs 1,045,189,854.75**

**Schedule to follow****BASIS OF VALUATION:**

**Kshs.5,000**

Reinstatement / replacement

**GEOGRAPHICAL AREA:**

Worldwide

**EXTENSIVE CLAUSES:**

1. Subject to Average condition
2. Pairs and Sets clause
3. Reinstatement Value Clause
4. Automatic Additions and Deletions Clause
5. Riot, Strike and Civil Commotion Extension
6. Deletion of Fire & Theft Cover Only Clause
7. Reinstatement of Loss Clause
8. Cancellation notice 30 days
9. The insured shall take all reasonable precautions to prevent loss of or damage to the property insured.

**CONDITIONS;**

Equipment less than 3 years will not be subjected to deductible/excess. Loss of items will be settled based on replacement of actual total loss

**IMPORTANT CONDITION:**

*power surge claims – electronic items to be replaced and not repaired. Insurers should take up the salvages and no delays in payment where full documentation has been provided. There should be no request for a demand letter from Kenya Power. We will submit ref numbers where available.*

**POLICY TYPE**  
**SUMMARY OF COVER:**

**ELECTRONICS INSURANCE**

Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest dismantling or reassembly for maintenance, movement or repair.

**INTEREST AND SUM INSURED:**

**SEE DECLARED**

**Sec I: Material Damage**

1	Material Damage / Limit of	Sum Insured
	Material damage	Kshs.
2	External data and hardware	Kshs.
3	Application Software	Kshs.
		<b>Kshs.</b>

**Sec II: Consequential Loss**

1	Increased cost of working:	Sum Insured
	Rental of substitute data processing equipment. personnel expenses.	Kshs. 10,000,000
2	On pre-recording /recompiling of	Sum Insured
	Expenses for reconstruction and re-	Kshs. 1,000,000
	<b>In aggregate</b>	<b>Kshs. 11,000,000</b>

**INDEMNITY PERIOD** : The period starting when the insured loss or breakdown occurs and ending not later than the time specified in the Policy

**BASIS OF VALUATION** : New Replacement Value

**GEOGRAPHICAL AREA** **Worldwide**

**RECOMPILATION OF DATA:** Costs incurred after an incident in re-recording data on new tapes, cards or discs Includes;

- The costs and expenses of recompiling the aforesaid data from other records following an accident on tapes, cards or discs as declared by GDC to Insurers.

**ADDITIONAL EXPENDITURE:** Costs incurred after an incident, in order to prevent or minimize the interruption of or interference with the business. Includes;

- Costs of removal to and from temporary Premises
- Expenses incurred in obtaining computer facilities elsewhere
- Increase in rent rates and taxes
- Salaries of additional staff
- Overtime payments.

**EXTENSIVE CAUSES:**

Automatic additions / deletions clauses – 30days  
Automatic reinstatement of loss.  
Clearing of debris – Kshs 100,000  
Expediting expenses – Limit 25% of repair cost.  
Express freight charges cover  
Fire, lightning.  
Flood, earthquake, subsidence or windstorm  
Including Theft / burglary.  
New replacement value - for items less than 3 yrs. old  
Notice of cancellation - 30 days  
Riot, Strike and Civil Commotion  
Transit cover for laptops  
Temporary removal

**IMPORTANT CONDITION:** *power surge claims - computer equipment to be replaced and not repaired. Insurers should take up the salvages and no delays in payment where full documentation has been provided. There should be no request for a demand letter from Kenya Power We will submit ref numbers where available. Equipments less than 3 years will not be subjected to deductible/Excess*

**POLICY TYPE**

**FIDELITY GUARANTEE**

**SUMMARY OF COVER:**

Indemnity against loss of money and/or stock caused by fraud or dishonesty of the insured employees.

**POSITIONS COVERED:**

Description	Limit
37 Management Staff	Ksh 50,000,000
26 Chief Officers	Ksh 10,000,000
87 Senior Officers	Ksh 5,000,000
104 Other Officers	Ksh 1,000,000
100 Other staff	Ksh 500,000

**CLAIMS PREPARATION CLAUSE**

**Kshs. 1,000,000**

**GEOGRAPHICAL AREA:**

**Kenya**

**DISCOVERY PERIOD:**

**12 months**

**COLLISION CLAUSE:**

**Kshs. 100,000,000**

**EXTENSIVE CLAUSES;**

1. Riot strike and civil commotion
2. Notice of cancellation 30 days
3. Automatic Reinstatement of Loss
4. Automatic additions and deletions of staff clause



**POLICY TYPE****GOODS IN TRANSIT****SUMMARY OF COVER:**

Loss or damage to goods incidental to the business the property of the insured or held in trust or on commission whilst in transit within the territorial limits by Road/Air/Rail.

**INTEREST AND LIMITS**

On packed machinery and all other goods in transit belonging to and in the custody of or held in trust by the insured in connection with insured business whilst in transit to various destinations within the country.

**TERRITORIAL LIMIT**

Eastern Africa region, i.e. Kenya, Uganda, Tanzania, Rwanda, Burundi and Ethiopia

**BASIS OF VALUATION:**

Replacement at cost price including transport charges incurred

**CONVEYANCE**

Rail/Air/road/own/hired transport.

**VOYAGE DESCRIPTION**

Cover attaches from the time goods leave insured's premises for commencement of transit and continues until goods are delivered to the consignees address.

**MAXIMUM LIMIT**

Description	Limit
Any one Event	Kshs. 150,000,000
Any one Carry/Consignment	Kshs. 150,000,000

**ESTIMATED ANNUAL CARRY**

**Kshs. 1,000,000,000**

**EXTENSIVE CLAUSES**

1. Including holdup and hijacking.
2. Special Perils A-H
3. Including riot, strike and civil commotion.
4. Recovery from carrier's clause.
5. Annual premium adjustment clause
6. Cancellation Notice – 30 days
7. Breakage of fragile items, leakage or spillage, scratching or bruising covered during an Insured peril.
8. Loading and unloading

**POLICY TYPE**  
**SUMMARY OF COVER:**  
 accidental  
 to property  
 insured's business.

**PUBLIC LIABILITY**  
 Indemnity against legal liability to Third Parties in respect of  
 death, bodily injury and/or illness and/or loss or damage  
 incurred by the insured in the course of the

**LIMITS OF LIABILITY:**

	<b>LIABILITY</b>	<b>LIMIT</b>
<b>1</b>	<b>General Liability Claims</b>	
	Any One Claim Any One Period of Insurance	Kshs.200,000,000 Unlimited
<b>2</b>	<b>Food And Drinks Claims</b>	
	Any One Claim	Kshs. 100,000,000

**GEOGRAPHICAL AREA;** WORLDWIDE – in the course of operations

**EXTENSION CLAUSES**

1. Cancellation (30 days) clause
2. Animals clause
3. Car park
4. Contract works
5. Plant and machinery hired out/in
6. Cross liability clause
7. Customers equipment
8. Defective sanitation
9. Damage to leased or rented premises
10. Employees effects – Kshs 50,000
11. Guests effects – Kshs 100,000
12. Exhibitions and signboards
13. Fire, lightning, and explosion
14. First aid
15. Flood, fumes and pollution – (5% of policy Limit) caused by sudden unidentifiable unintended and unexpected incident which takes place in its entirety at a specific time
16. Food and drink
17. Goods held in trust
18. Individual liability of directors
19. Indemnity for exhibitions and sign boards
20. Indemnity to pupils (schools / colleges)

21. Indemnity to principals – liability assumed under such contracts for GDC
22. Leased premises
23. Liability for motor accidents – vehicles not licensed for road use or designed as a tool as long as it is not required to have road traffic insurance.
24. Liability for sub-contractors and / or their workmen
25. Lifts and hoists
26. Loading and unloading on or off motor vehicles
27. Machinery and plant
28. Motor contingent liability – claims from vehicles not for GDC but being used for our business (excluding claims for that vehicle)
29. Marketing agreements
30. Member to member liability
31. Private dwellings
32. Property owners and managers
33. Pedal cycles and handcarts – Kshs 5,000 (Excess Kshs 750/-)
34. Pollution clause
35. Public utilities
36. Railway sidings – where applicable
37. Riot and strike
38. Sports / social activities
39. Subsidence / collapse
40. Subrogation waiver
41. Sub-contractors / contractors
42. Temporary visits world-wide by executives
43. Tools of trade
44. Tree felling
45. Work away
46. Work at executives' residence

## **IMPORTANT CONDITION**

We have contractors on most of our sites, and hold contracts with them.

The Public liability cover to be extended to include;

- a) Environmental Liability cover: to cover accidental pollution and contamination to the environment
- b) Financial Loss: to cover GDC legal liability for damages, costs and expenses incurred in respect of a financial loss
- c) Product Liability: To cover GDC legal liabilities for bodily injuries to third parties or loss of or damage to material property caused by products or goods

**CLASS OF INSURANCE:** **PROFESSIONAL INDEMNITY**

**SUMMARY OF COVER:** Indemnity against legal liability to third parties arising Out of breach of professional duty through negligence, Error or omission by the Insured or any employees of the Insured in the performance of their professional duties.

**INSURED PERSONS:** **AS PER TABLE BELOW**

**SPECIAL CLAUSES:**

1. Basis – “ claims made” -
2. Breach of undertaking
3. Breach of Warranty of Authority
4. Dishonesty of employees or agents
5. Jurisdiction clause—Kenya
6. Infidelity of employees
7. Libel and Slander
8. Loss of documents
9. Retroactive Cover

**LIMITS OF INDEMNITY:** Kes.200, 000,000

Insured/Interests	Nos	Limit of Indemnity per
Legal Officers	5	Kshs. 100,000,000
Geothermal Centre of excellence officers	11	Kshs. 150,000,000