



GEOTHERMAL DEVELOPMENT COMPANY LIMITED

**TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR YEAR 2019-
2020**

TENDER NO. GDC/BSSI/OT/034/2018-2019

CLOSING DATE AND TIME: 14th MAY, 2019 at 2.00PM

**Geothermal Development Company Limited
Kawi House South C, Off Mombasa Road
P.O Box 100746 – 00100
Nairobi, Kenya
Website: www.gdc.co.ke**

Table of Contents

	Page
INTRODUCTION	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS	
Appendix to instructions to tenderers	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT	28
Section V SCHEDULE OF REQUIREMENTS	31
Section VI STANDARD FORMS	33

SECTION I - INVITATION FOR TENDERS

TENDER REF NO: GDC/BSSI/OT/034/2018-2019 - TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR 2019-2020.

The Geothermal Development Company Ltd invites sealed bids from eligible firms for **Provision of Insurance Brokerage Services for 2019-2020.**

Interested eligible candidates may obtain further information and inspect the tender document 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. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque.

The document can also be viewed and downloaded from the website www.gdc.co.ke or PPIP Portal free **of charge or at no cost.** Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda to the email addresses provided at the appendix to instruction to bidders.

Tenders **MUST** be accompanied by a Tender Security in the amount of **Kshs. 500,000.00** from a reputable Bank/Insurance Company operating in Kenya in the format provided in the tender document.

The completed tenders in plain sealed envelopes clearly marked with **Tender No. and Tender reference name**; shall be addressed to:

**THE MANAGING DIRECTOR, & CEO
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. BOX 100746 – 00101
NAIROBI, KENYA**

and deposited in the tender box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, not later than **14th May, 2019 at 2.00pm (1400Hrs).**

Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend at GDC Kawi House Board Room.

Manager, Supply chain

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	16
2.26 Procuring Entity's Right to Vary Quantities	16
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be free of charge or at no cost.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

2.8. Form of Tender

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

2.9. Tender Prices

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish
- 2.12.2 part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.3 The tender security shall be **Ksh 500,000.00.**
- 2.12.4 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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

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

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

2.12.9 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE *Friday 14th May, 2019 at 2.00Pm.*
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than ***Tuesday 14th May, 2019 at 2.00Pm.***

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

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

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(2.00Pm, Tuesday, 14th May, 2019)** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such

other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

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

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

lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

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

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

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

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

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

2.30 Corrupt or Fraudulent Practices

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

Appendix to instructions to Tenderers

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

Instruction Clause	Particulars of Appendix to Instructions to Tenderers
2.1.1 – Eligible	The tender is open to National Insurance Brokers
2.2.2 – Obtaining Document	<p>An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.</p> <p>The document can also be viewed and downloaded from the website www.gdc.co.ke or www.tenders.co.ke free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately to procurement@gdc.co.ke for records and any further tender clarifications and addenda</p>
2.4 - Clarification Request	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke dkyaka@gdc.co.ke & pkapto@gdc.co.ke</p> <p><u>And</u> One copy to: - Manager, Board Secretarial Services & Insurance Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: amuthengi@gdc.co.ke ; Copy to: bjkosgei@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.</p> <p>NB: Any request for clarification must be in the firm's letterhead</p>

	and signed, and must be in reference to the specific parts of the tender document properly numbered.
2.10	Prices quoted shall be in Kenya Shillings. <u>No correction of arithmetic errors.</u> 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.
2.12	The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 500,000 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.
2.13 – Validity	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and <u>shall be rejected.</u>
2.14.1	The tenderer should submit an Original and two (2) copies of the tender. <i>All pages of the tender, except for un-amended printed literature, shall be paginated, serialized, well bound with table of content and initialed by the person or persons signing the tender.</i>
2.14.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract.
2.16.1	The Tender Closing date is on Tuesday 14th May, 2019 at 2.00pm (1400hrs).
Evaluation Criteria -	The tender evaluations criteria will be as follows; Bidders must fulfill all the conditions as defined below. Only those bidders who qualify under the Mandatory requirements will proceed for detailed technical evaluation. Minimum score for qualification is 80% Thereafter, those bidders who qualify under the technical evaluation will proceed to have their financial proposals evaluated. -
2.22.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :- a) Duly filled, Signed & Stamped Tender Form & Price Schedules b) Tender Submission Form duly completed and signed – Appendix I c) Original Tender Security in the amount of Ksh 500,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening. d) Certificate of Confirmation of Directors and Shareholding

	<p>(CR12) for Limited Companies/ID Card for Sole Proprietorship</p> <ul style="list-style-type: none"> e) Certificate of Incorporation/ Registration in Kenya - must have been in existence for not less than 5 years. f) Attach a copy of a Valid Business Permit g) Attach a copy of PIN Certificate h) Tax compliance certificate valid at the time of opening, the certificate shall be verified from KRA tax checker. i) Duly filled and signed “Mandatory Confidential Business Questionnaire”; - Appendix II j) Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice k) Recommendation letters, at least five (5) signed and stamped – with an annual premium turnover of Kes150 underwritten in 2017 - Appendix III. l) AIBK Membership: Certified copy of current membership certificate for year 2019 m) IRA Membership: Certified copy of current IRA registration license for year 2019 n) Professional Indemnity: Must submit a cover of not less than Kshs 100 Million from a reputable Insurance Company Certified by the issuing underwriter and must be attached and valid for sixty (60) days after the closing of the tender. o) Audited accounts for the last two years (2016 and 2017) p) Company profile containing at least the organizational structure <p>NB: Bidders who will not meet the above requirements will be declared non-responsive and will not proceed to technical evaluation stage.</p>
--	--

Only those bidders who qualify under the Mandatory requirements will proceed for detailed technical evaluation

Technical Evaluation Requirements

- a) A detailed Technical evaluation criteria is as per the table below.
- b) The minimum score for qualification is 80% pass mark
- c) Only those bids that will satisfy the technical requirement will be prequalified.

Detailed Technical Evaluation for Insurance Brokers

No.	Evaluation Criteria	Max %
1	<p>Years of experience of the firm(Maximum10)</p> <ol style="list-style-type: none"> a) Over 10years' experience (10Marks) b) 9 years' experience (9Marks) c) 8 years' experience (8Marks) d) 7 years' experience (7Marks) e) 6 years' experience (6Marks) f) 5 years' experience (5Marks) g) 4 years' experience (4Marks) h) 3 years' experience (3Marks) i) 2 years' experience (2Marks) j) 1 years' experience (1Marks) k) Less than 1 years' experience(0 mark) <p>(Years of existence from date of registration)</p>	10
2	<p>Technical capability of the Broker to handle claims of over Kshs.20M (Provide evidence 2 years) 2016 and 2017</p> <ol style="list-style-type: none"> a) 5 copies of discharge Vouchers for amounts over Ksh 20M (30 Marks) b) 5 copies of discharge vouchers for amounts between Ksh 10M to 19M(25Marks) c) 5 copies of discharge vouchers for amounts less than Ksh 10M to (20Marks) <p>Evidence: Copies of Discharge Vouchers</p> <p>(Maximum 30 Marks)</p>	30
3	<p>Financial Capability (Premium turnover) (Maximum 25Marks)</p> <p>Must attach Five(5) reference letters from reputable clients indicating that the Broker has experience in handling insurance business with an annual premium turnover of not less than Ksh150Million per annum for the year 2017 (Provide evidence)</p> <p>(3 marks for each letter)</p> <p>5 letters total of 150 Million and above 25 marks</p>	25

PROPOSALS EVALUATION

- a) The proposals should clearly include, the taxes, duties, fees, levies and other impositions imposed under the applicable law, on the tenderers, in relation to the assignment
- b) Rates and fees must be expressed and will be paid in Kenya Shillings
- c) Proposals must remain valid for one twenty (120) days after submission date.

Proposed Underwriters Mandatory Evaluation Requirements (UMR)

UMR1	Registration under the Companies Act Cap 486 The Underwriters proposed by the tenderer should be limited liability companies registered under the Companies Act and must have been in existence and underwriting General business for a minimum period of 7 years . A copy of the registration/Incorporation must be attached.
UMR2	Current Registration (2019) with Regulator of the Insurance Regulatory Authority (IRA) The proposed Underwriters shall be registered with the Insurance Regulatory Authority (IRA). A copy of the current license must be attached. The valid copy must be certified by the Office of the Insurance Regulatory Authority
UMR3	Current Registration(2019) as Member of Association of Kenya Insurers (AKI) The proposed Underwriters shall be registered members with the AKI. A valid copy of the current membership certificate must be attached and must be certified by AKI
UMR4	Current audited statements of the proposed Underwriters The tenderer shall apply all reasonable means to ascertain the solvency and security of the Underwriters to be proposed. The tenderer shall submit copies of the latest audited accounts year 2017 of the proposed Underwriters. If the tenderer does not submit the latest audited accounts the proposal will be considered as non-responsive.
UMR5	Premium Turnover The underwriter proposed by the tenderer shall have underwritten the following Annual Gross premium for year 2017:- <ol style="list-style-type: none"> a) General Business: Annual Gross premium of not less than Ksh.1 Billion under General Business excluding Motor Vehicle portfolio. b) Group Life Business: Annual Gross premium of not less than Ksh.800 Million under Group Life Insurance business.
UMR6	Tax Compliance Must have a tax compliance certificate valid at the time of opening. GDC shall verify the certificate from KRA tax checker
UMR8	Top 10 Clients

	The proposed Underwriters must give a list of the top 10 clients for whom they have handled insurance business in the last one year.
UMR9	Reinsurance Attach documentary proof of the current reinsurance arrangement
UMR10	Must provide a list and letters of reference of 5 (five) reputable clients whose annual premium for each is above Kshs.50 Million during the last three (3) years.(2017,2016,2015)
UMR11	The Underwriter shall indicate the premium per policy, rates applied and applicable excess/deductibles and exclusions.
UMR13	Past Performance Underwriters with long outstanding claims (outstanding for more than 150 days) with the company (GDC) will not be considered.

Only those bidders whose proposed underwriters qualify under the Underwriters Mandatory Requirements will proceed to have their proposed premiums evaluated.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

3.5. Patent Rights

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

3.6 Performance Security

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

3.7. Delivery of services and Documents

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

3.8. Payment

- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

1. Definitions

- a) “Services” (SCC 1(1.1) c) means the work to be performed by the tenderer pursuant to this Contract
- b) “GC” means these General Conditions of Contract;
- c) “Party” means the Client or the tenderer, as the case may be, and “Parties” means both of them;
- d) “Personnel” means persons hired by the tenderer as employees and assigned to the performance of the Services or any part thereof;
- e) “Tenderer” means tenderer
- f) The “GDC” (GCC 1(1.1) d) is Geothermal Development Company Limited of Kawi House, South C, Red Cross Road, Off Mombasa Road, P.O. Box 100746 - 00100 Nairobi. Geothermal Development Company Limited of Kenya and includes the Purchaser's legal representatives successors or assigns.

2. Applications GCC2 (3.2)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

3. Country of Origin

This section is not applicable under this contract

4. Performance Security (GCC3.6)

Underwriters who will awarded any class of insurance will be required to submit a Performance Guarantee Bond from a registered bank licensed to operate in Kenya acceptable to GDC. The value of the performance guarantee bond shall be equivalent to 10% of premium to be paid on each class of Insurance Policy award.

5. Inspection and Tests

This section is not applicable under this contract.

6. Payment (GCC 3.8)

Terms and Conditions of Payment

Payments will be made to the account of the underwriter according to the payment schedule stated in the contract. Payment shall be made after the conditions listed in the contract for such payments have been met, and the tenderer have submitted an invoice to the Client specifying the amount due. The Client reserves the right to make payment to the underwriter. The tenderer shall claim the applicable commission as provided for under the Insurance Act, Cap. 487.

7. Notices (GCC15)

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 the authorized representative of the Party specified below or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified below.

The addresses are:

Client: Geothermal Development Company Limited
Attention: The. Managing Director & CEO
P.O. Box: Geothermal Development Company Ltd (GDC)
P.O Box 100746 – 00101
Nairobi, Kenya

Tenderer:

Attention:

Facsimile:

8. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the tenderer may be taken or executed by the officials specified below.

The Authorized Representatives are:

For the Client: The. Managing Director & CEO

For the tenderer:

9. Taxes and Duties

Unless otherwise specified in the contract, the tenderer and their Personnel shall pay such taxes, duties, fees, 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.

10. Effectiveness of Contract

This Contract shall come into effect on receipt of the Letter of Acceptance.

11. Commencement of Services

The tenderer shall begin carrying out the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract.

12. Expiration of Contract

Unless terminated earlier pursuant to Clause 14 of this Section, this Contract shall terminate on completion of satisfactory completion of the Services.

13. Modification

The Client reserves the right to alter sums insured under any policy as well as alter the structure of any Policy as such alterations may apply to all and any of the Clients activities, asset base, gross revenue, gross profit, standing charges, net profits and any other determination of the Client's business notwithstanding the fact that premium levels may change with regard to such alterations being effected and that refunds as additional payments of premiums and commissions may arise.

14. Termination

The Client may terminate this Contract, by not less than seven (7) days' written notice of termination to the tenderer, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 14 and thirty (30) days' in the case of the event referred to in (e):

- a) If the tenderer does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) If the tenderer becomes insolvent or bankrupt;
- c) If, as the result of Force Majeure, the tenderer is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) If the tenderer, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of the Client in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among tenderer (prior to or after submission of proposals) designed to establish

prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- e) If GDC, in its sole discretion, decides to terminate this Contract due to sub-standard services.
- f) If the government or industry documents required for performing this tender, expire and are not validated.

15. Obligations of the tenderer

15.1 General

The tenderer shall perform the Services and carry out their 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 tenderer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-tenderer or third parties. The tenderer shall be liable to the Client for any loss damage suffered by the Client arising from breach by the tenderer of this Clause.

In particular, the tenderer shall complete its Services within the time allocated.

15.2 Prohibition of Conflicting Activities

Neither the tenderer nor their Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

15.3 Confidentiality

The tenderer and their personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or the client's business or operations without the prior written consent of the client.

15.4 Tenderer' Actions Requiring Client's Prior Approval

- 15.4.1** The tenderer shall obtain the Client's prior approval in writing before taking action or undertaking any activity not covered in the tenderer Scope of Services. In addition, the tenderer shall not make any changes to the accepted panel of underwriters participating in the policies under their brokerage without prior consultation with GDC.

15.4.2 GDC reserves the right, its discretion, to reject any Insurance Policy Document or part thereof deemed by GDC not to incorporate any items, terms, conditions, wordings etc. considered to have been sanctioned by GDC, the Client similarly reserves this right where items, terms, conditions, workings incorporated in such Policy document are not considered to have been sanctioned by the Client. This right may be exercised at any time.

15.5 Reporting Obligations

The tenderer shall submit monthly reports to the Client on the various aspects of the proposal subject to such other reporting requirements as may be developed and agreed with the Client from time to time.

15.6 Documents Prepared by the tenderer to be the Property of the Client

All plans, reports, and other documents and software submitted by the tenderer shall become and remain the property of GDC, together with a detailed inventory thereof. The tenderer may retain a copy of such documents and software.

15.7 The tenderer shall ensure that the sums insured under any Material Damage Policies will be adjustable according to a professional valuation or other suitable means at the discretion of GDC from time to time. These adjustments may involve refunds or additional payment of premiums and commissions.

15.8 The tenderer shall not make any changes to the accepted panel of underwriters participating in the policies under their tenderers without prior consultation with GDC. It is deemed that the tenderer shall have applied all reasonable means to ascertain the solvency and security of the relevant underwriters appointed to the Insurance Portfolio. It is a condition that the tenderer, in ascertaining the solvency and security of the appointed Underwriters ascertains that such Underwriters do not present undue exposure to the Client regarding potential payment of any claims et al and that such Underwriters have been prudently selected by the tenderer with due regard to GDC's interests.

15.9 GDC reserves the right, its discretion, to reject any Insurance Policy Document or part thereof deemed by GDC not to incorporate any items, terms, Conditions, wordings etc. considered to have been sanctioned by GDC and the client similarly reserves this right where items, terms, conditions, workings et al incorporated in such policy document are not considered to have been sanctioned by the Client. This right may be exercised at any time.

15.10 The tenderer shall remit to the underwriters all premiums paid to them by GDC in accordance with provisions and requirements of the Insurance Act, Cap.487. Further the tenderer shall give the Client written confirmation of such remittance within seven (7) days of receipt of premiums.

16. Removal and/or Replacement of Personnel

- a) Except as GDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the tenderer, it becomes necessary to replace any of the Key Personnel, the tenderer shall provide as a replacement a person of equivalent or better qualifications.
- b) If GDC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the tenderer shall, at GDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to GDC.
- c) The tenderer shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

17. Settlement of Disputes

17.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

17.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

17.3 Notes on Special Conditions of Contract

- a) The Provisions of this Section D complement the General Conditions of Contract included in Section C, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required.
- b) Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

- c) Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION V. SCHEDULE OF REQUIREMENTS

Service Level Agreement (SLA)

1. Structuring and obtaining optimum policy cover from the Underwriter in accordance with the tender submitted;
2. Arrange the immediate placement of our risk with insurers/co-insurers and undertake a periodic technical rating of such insurers/co-insurers, and advise GDC accordingly;
3. Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review `meetings;
4. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to GDC.
5. If the entire policy document is found to be satisfactory, such document to be deposited with the Company Secretary not later than fifteen (15) days of inception of cover;
6. Ensure preparation of monthly claims bordereaux which must be submitted to GDC by the 5th of the following month;
7. Arrange meetings, when necessary to review performance of the policy;
8. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
9. Provide appropriate risk improvement recommendation;
10. Such other services as may be related or ancillary to the due performance of the above work
11. Once the claim is fully documented the discharge voucher should not take more than fourteen (14) days before the settlement
12. Prompt settlement and processing of claims. Cheques to be received not more than 15 days after execution of discharge voucher /Loss acceptance form.
13. 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

14. The tenderer shall avail a panel of five Loss Adjustors in the event of a claim, and a general claims procedure for all awarded policies.
15. The tenderer shall recommend only one underwriter per policy, and for engineering /Fire Policies, policies must be co-insured, and the Lead underwriter only proposed for the purpose of this bid.
16. Regarding the Motor Vehicle claims, no repairs should take more than three months. If repairs of Company vehicle take more than three months, this will constitute a ground for termination of the motor vehicle policy/policies.
17. Claimants under the Permanent Total Disability (PTD) who have been awarded incapacity of 5% or less shall not be subjected to a mandatory medical re-examination or second medical opinion by the insurer, if the claimant has no complaint.
18. Medical expenses reimbursements for Group personal Accident (GPA) will be based on certified copies of invoices
19. All outstanding claims should be settled before end of each financial year. Unsettled claims will form part of past performance evaluation and brokers/underwriters will not be considered for award
20. Last expense must be paid within 48 hours from time of claim reporting.
21. Brokers/Underwriters ability to settle claims will be rated as follows;

Less than 30 days	Excellent
31-45 days	Good
46-60 days	Fair
61 days and above	Poor
22. If the claim settlement is rated poor, GDC will give 30 days' notice to the brokers/underwriter of its intention to terminate the contract. The period commences once the claim is fully documented.

23. Ensure Service Level Agreement between the broker and Underwriter is submitted to GDC within twenty one (21) days of commencement of cover.

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

UNDERTAKINGS REQUIRED FROM THE UNDERWRITERS

Underwriters shall provide an undertaking confirming:

25. 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.

26. That settlement of any claims during the duration of the policy shall not exceed fourteen (14) days from receipt of final claim supporting documents.

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

28. 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.

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

SECTION VI: 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, partions 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 2019 / 2020

PART II: OTHER POLICIES

- 1) Motor Policies:
 - a) The commercial Third Party Policy should include free Passenger 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 January 2019 is as tabulated below;

Class of Insurance	No. Of units	Sum insured
Motor commercial Pick ups	37	142,910,121.00
Motor Commercial Buses- Comprehensive	13	43,713,355.73
Motor Commercial Ambulances	3	16,810,000.00
Plant and Machinery All Risks	161	1,160,327,572.72
Motor Private-Comprehensive	23	63,365,036.80
Motor Cycle- Comprehensive	2	391,501

KG Plate	1 plate	N/A
----------	---------	-----

Vehicles will be valued by a qualified valuer appointed by the winning broker after award **at their cost** and revised figures after valuation will be submitted to the underwriter for premium adjustments. Copies of the valuation reports must be given to GDC.

Group Life Insurance

Please note that the sum Assured is 5 years Basic Salary. Quotations should be based on Basic Salaries.

2) Group Personal Accident/ WIBA/ Employer Liability Cover

This should be provided under one combined policy.

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

3) 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 Insurers' approved garages. This should include Garages within various locations of our installations as listed below: -
 - a) Nairobi
 - b) Nakuru
 - c) Naivasha
- 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.

4) All Other Policies

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

Technical Specifications

Sub-section 2; Proposal Submission Form

PROPOSAL SUBMISSION FORM

Date.....

To: Managing Director & CEO
 Geothermal Development Company Limited
 P.O. Box 100746-00101
 NAIROBI, KENYA
 Company Secretary.
 Geothermal Development Company

Ladies/ Gentlemen:

We, the undersigned, offer to provide the Insurance brokerage service in accordance with your Request for proposal. We are hereby submitting our proposal, which includes a proposal sealed.

We, understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature.....

Name and Title of Signatory.....

Name of tenderer.....

Address.....

Technical Specifications

Sub-section 3; Proposal

- 3A. FORMAT OF TENDERERS' PROPOSAL
- 3B. LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS
- 3C. SUMMARY OF PREMIUM

PROPOSAL.

3A. FORMAT OF TENDERERS' PROPOSAL FORM

No.	Class	Rates where Applicable per Policy	Total Annual Premium	Deductible/ Limits/ Excess where applicable per policy	Recommended Underwriter	
1.						
2.						

Name _____ Signature _____ Date _____

Name of tenderer _____

Notes

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

- a) NO.
- b) Class of Insurance
- c) Rates where applicable per policy
- d) Total annual premium
- e) Deductible limits/ excess where applicable per policy
- f) Recommended Underwriter

No additional fields other than a-f 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

Item	Policy Class
1.	Fire & Special Perils Cover PER APPENDIX A
2.	Group Creditor
3.	Travel Insurance-Overseas
4.	Public Liability
5.	Professional Indemnity Insurance
6.	(i) Motor Private- Comprehensive & TPO (ii) Motor Commercial- Comprehensive & TPO (iii) Plant & Machinery- All Risks-Comprehensive & TPO (iv) Motor Cycle-Comprehensive & TPO

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
❖ POLICIES TO BE QUOTED FOR IN GROUPS	
A	GROUP A
4.	Motor Private- Comprehensive & TPO
5.	Motor Commercial Buses-Comprehensive & TPO
6.	Motor Commercial Pick –ups-Comprehensive & TPO
7.	Motor Commercial Ambulances- Comprehensive & TPO
8.	Motor Cycle- Comprehensive & TPO

B	GROUP B
11.	Employers Liability
12.	Group Accident-24hrs / WIBA Plus
13.	Group Accident-Sports
C	GROUP C
14.	All Risks including Field / Research Equipment
15.	Electronic Equipment
D	GROUP D
16.	Goods In Transit
17.	Marine Cargo Insurance
E	GROUP E
18.	Money Insurance
19.	Fidelity Guarantee
F	GROUP F
20.	Directors Medical
21.	Directors- Group Accident
22.	Directors & Officers Liability
G	GROUP G
23.	Group life cover plus last expense for staff and spouse
H	GROUP H
24.	Public Liability
25.	Professional Indemnity
26.	Medical Malpractice
L	GROUP
27.	Group Creditor

3C. SUMMARY OF PREMIUM

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

Name of tenderer:

Signature of Authorized Official:

Date:

Section VII: Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

SECTION VIII- STANDARD FORMS

8.1 FORM OF TENDER

Date:

Tender No.....

To: The Managing Director & CEO
Geothermal Development Company Limited
P.O. Box 100746-00101
NAIROBI, KENYA

Gentlemen and / or Ladies:

1. Having examined the tender documents including Addenda No.s..... (Insert numbers) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide..... (Description of services) in conformity with the said tender documents for the sum of..... (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices/rates attached herewith and make part of this tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to Two percent of the Contract Price for the due performance of the Contract, in the form prescribed by Geothermal Development Company Limited.
4. We agree to abide by this Tender for a period of 120 (one twenty days from the date fixed for tender opening of the instructions to tenderer, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2019

(signature)

(in the capacity of)

Duly authorized to sign tender for and on behalf of _____

8.2 TENDER SECURITY FORM

(On the Bank's letterhead)

Whereas..... (Name of the tenderer)
(hereinafter called 'the tenderer') has submitted its tender dated.....(date of submission of tender) for the supply of.....(Name and / or description of the services) hereinafter called 'the Tender').....

KNOW ALL PEOPLE by these presents that WE..... Of ----- having our registered office at..... (hereinafter called 'the Bank'), are bound unto Geothermal Development Company Limited in sum of for which payment well and truly to be made to the said GDC, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....2019

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by GDC during the period of tender validity; fails or refuses to execute the Contract Form, if required;

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

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

(Signature of the bank)

8.3 CONTRACT FORM

(To be filled on Banks Letterhead)

THIS AGREEMENT made the ----- day of ----- 2019 BETWEEN **Geothermal Development Company Limited of Kenya** (hereinafter called “GDC”) of the one part and ----- of-----*(City and country of tenderer?)* (of the other part:

WHEREAS GDC invited tenderers **for Provision of Insurance Brokerage Services** and has accepted a tender by the tenderer for the provision of Insurance Brokerage services in the sum of -----[contract price in words and figures] (hereinafter called “the Premium”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract refereed to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - A. Invitation for tenders
 - B. General information
 - C. Further Instructions to tenderers
 - D. General Conditions of Contract
 - E. Special Conditions of Contract
 - F. Schedule of Requirements
 - G. Technical Specifications
 - H. Tender Form and Price Schedules
 - I. Tender Security Form
 - J. Contract Form
 - K. Performance Security form
 - L. Insurance Company’s Authorization form
 - M. Past Experience Evaluation Form
 - N. Risk Notes
3. In consideration of the payments to be made by GDC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with GDC to provide the **Insurance Brokerage Services** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. GDC hereby covenants to pay the tenderer in consideration of the provision of insurance brokerage service cover, the premium or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the day and year first above written.

IN WITNESS whereof the two parties hereto have caused this Agreement to be executed in the day and year first above written

Signed and sealed by; _____ the _____ (for GDC)

Signed and sealed by _____ the _____ (for the tenderer)

In the presence of _____

8.4 PERFORMANCE SECURITY FORM

To: The Managing Director & CEO
 Geothermal Development Company Limited
 P.O. Box 100746-00101
 NAIROBI, KENYA

WHEREAS..... (name of Insurer] (hereinafter called ‘the tenderer’)
has undertaken, in pursuance of Contract No..... (reference number of the contract]
(dated)_____2019 to provide (Description of Insurance services) _
(hereinafter called ‘the Contract’’).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you
with a bank guarantee by a reputable bank for the sum specified therein Performance Security for
Compliance with the tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
tenderer, up to a total of..... (amount of the guarantee in words and figures)
(words) (figures), and we undertake to pay you, upon your first written demand declaring
the tenderer to be in default under the Contract and without cavil or arguments, any sum or sums
within the limits of_____ (Amount of Guarantee) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the-----day of----- 2019.

Signature and seal of the Guarantors.

(name of bank)

(address)

(Date-----)

8.6 PAST EXPERIENCE EVALUATION FORM

Name of Insurance Broker: _____

No.	Class of Insurance Policies Handled in the 5 years	
1.	Total Premium underwritten in the last 5 years per policy	
2.	Types of insurance claims recovered in the last 5years per policy	
3.	Total claims per Policy recovered in the last 5 years per policy	
4.	Turnaround time per claim recovered	
5.	Number of clients trained on Insurance awareness in the last 5 years	

(the above information should be supported by documentary evidence authenticated by the clients.)

Declaration

I / We, the undersigned state that the above information is correct and that I /We give Geothermal Development Company Limited authority to seek any other reference concerning my / our company from whatever source deemed relevant.

Full names-----

Signature-----

For and on behalf of M/s-----

In the capacity of-----

Dated this-----day of -----2019

Suppliers'/ Company's Official Rubber Stamp-----

8.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country. We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

8.8 POWER OF ATTORNEY

To *[name of the Procuring entity]*

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.

: RISK NOTES

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. 3,358,752,132.02

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 engineers 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-invalidatio
- 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 VEHICLE – 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 collusion 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	Replacement

GEOGRAPHICAL AREA

East Africa

SPECIAL CONSITIONS

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

1. Agreed value basis subject to undertaking valuation from

EXTENSIVE
CLAUSES

- 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 Motor Commercial vehicles owned and operated by GDC including;

- a) Accidental collusion 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 a 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	Replacement

GEOGRAPHICAL AREA

EAST AFRICA

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

SPECIAL TERMS

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 Motor Commercial vehicles owned and operated by GDC including;

- a) Accidental collusion 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	Replacement

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 -2years, young – 21yrs and below

EXTENSIVE CLAUSES

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
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 motor cycles owned or operated by GDC including;

- a) Accidental collusion 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

LIABILITY	BENEFIT TO BE PAID
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 200,000per staff
Occupational Diseases	KSH. 20,000,000
Trauma counselling and physiotherapy	KSH 100,000

ESTIMATED EARNINGS

Category	Annual salaries / wages
All Staff	
(i)Total Estimated Annual Gross Wages	Kshs. 1,591,823,796 as at

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 Shs.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:

BENEFIT	COMPENSATION
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	
Total Estimated Wages	Kshs. 1,097,532,772.08

BASIC SALARY ONLY

**DEFINITION OF
EARNINGS**

KENYA ONLY

**JURISDICTION
CLAUSE**

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:

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

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

EXCESS

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

INSURED PRACTITIONERS:

KENYA

**JURISDICTION
CLAUSE:**

**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 – 1027

BENEFITS:

EVENT	Lives	Basic Salary Only PER MONTH	Sum Assured – 5 Yrs Salary (X 60MONTHS)
DEATH	1027	Kshs KES 91,461,064.34 as at	

**LAST EXPENSE
BENEFITS:**

Funeral Expenses	Lives	Sum Assured / Payable
Per Staff (Deceased)	1027	Kshs 300,000
Per Spouse and Children(Deceased)	2393	Kshs 300,000

Total Assured lives; 3420

**ANNUAL BASIC
SALARY:**

Kshs. 1,097,532,772.08 as at

**MEDICAL FREE COVER
LIMIT:**

Kshs 20,000,000

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

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 us to submit further documentation for claims, this **MUST** be clearly indicated in the bid submitted.

Speedy settlement of claims – no more than 14days 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. 83,165,520.33

BENEFITS:

Total Assured lives – 118

Outstanding Loans	TOTAL OUTSTANDING LOAN s (Ksh)	Lives
Car Loan	75,765,520.33	77
Medical Excess	7,400,000	41
Total	83,165,520.33	118

CLAIM NOTIFICATION :

NONE

WAITING PERIOD

NONE

ELIGIBLE DEBTORS;

All debtors of GDC who are making periodic installments in respect of loans issued by GDC.

AGE LIMIT

Death Claims – Between 18 years and 65 years
Disability Claims - Between 18 years and 65 years

Free cover limit

Kshs.20,000,000

PERMANENT DISABILITY COVER

Payable when the member suffers disability whilst loan is still pending

Cover includes but not restricted to below disabilities;

- ☐ Total and irrecoverable loss of sight in both eyes
- ☐ Loss of both hands
- ☐ Loss of both feet
- ☐ Loss of all fingers and both thumbs
- ☐ Loss of one hand and one foot
- ☐ Total and irrecoverable paralysis

**SPECIAL
EXTENSIONS:**

1. Cancellation notice – 60days
2. Including disability claims
3. Benefit is payable on death/disability when GDC loan is still outstanding
4. 30 days grace period for paying premium upon expiry of the policy.
After this period the Assurers go off cover immediately
5. Age limit of debtors – between 18years and 66 years
6. No medical examination required for loanees in this policy.
7. Including cover for HIV/AIDS related claim
8. Automatic additions and deletions
9. Errors and omissions to be incorporated

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

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

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.

Section 1 - Medical & Related Expenses	
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
Section 2 - Personal Accident	
Accidental Death	\$10,000
Section 3 - Travel Guard Assistance services	
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
Section 4 - Cancellation or Curtailment	
Cancellation	\$1,500
Curtailment	\$1,500
Excess	\$50
Section 5 - Baggage, Money, Credit Cards & Travellers Cheques and Baggage Delay	
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
Section 9 - Travel Delay & Missed Connection	
Travel Delay (delayed for more than 4 hours)	\$200
Personal Liability	\$100,000
Excess	\$150
Section 10 - Motor Hijack	
Personal Accident	\$500
Section 11 - Hijack - After 12 hours	
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

30Days (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, travelers 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.

POLICY TYPE
SUMMARY OF COVER:

INSURED DIRECTORS:
BENEFITS:

MEDICAL INSURANCE - BOARD DIRECTORS

Covering medical expenses for Board Directors whilst still in office, in accordance with statutory Act limits.

AS DECLARED

INPATIENT	ENTITLEMENT PER DIRECTOR
Inpatient	Kshs. 2,000,000 per year
OUTPATIENT	ENTITLEMENT PER DIRECTOR
Outpatient	Kshs. 100,000 per year
Dental	Kshs.50,000 per year
Optical	Kshs.50,000 per year
Consultation Fees Limit	Kshs 50,00 per visit or as agreed with GDC.
OTHERS	
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

Scope of Cover

Limit & Sub Limits

	Ksh
✓ Inpatient services 2,000,000	
✓ Pre-Existing Conditions & Chronic ailments and-HIV/AIDS related illnesses	Ksh. 750,000
✓ Post Hospitalization	Ksh. 100,000
✓ Inpatient non accidental dental cover	Ksh.100,000
✓ Inpatient non accidental Ophthalmological Cover	Ksh.100,00
✓ Accommodation charges of Kshs. 25,000 per night)	Private room (Minimum

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:

BENEFIT	<u>Limit</u> (Per Director)
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

Description	Accumulation Limit
Any One Person	Kshs 5,000,000
Any One Occurrence	Kshs 40,000,000
Any One Year	Unlimited

EXTENSIVE CLAUSES:

1. Accumulation limit Shs.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 upto 250cc
 9. Mountaineering (excluding use of ropes and guides), Rugby,Basket ball,football and volleyball
 10. Payment on account
 11. Riot, strike and civil commotion
 12. Trustees clause – GDC as a Trustee

POLICY TYPE**SUMMARY OF COVER:****INSURED PERSON(S):****LIMITS OF LIABILITY****SPECIAL EXTENSIONS:****OPERATIVE CLAUSE:****POLICY TYPE****SUMMARY OF COVER:****INTEREST AND
SUMS INSURED:****Excess****BASIS OF VALUATION:****GEOGRAPHICAL AREA:****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.

On 8 Non-Executive Directors (Board Members), MD & CEO and 42 Managers whilst engaged in Company business.

Total number – 51

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

- ☐ 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

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

ALL RISKS

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

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.

Total sum insured - Kshs 1,022,830,311
Schedule to follow

Kshs.5,000
Reinstatement / replacement

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 Liability	Sum Insured
	Material damage	Kshs. 94,732,388.97
2	External data and hardware	Kshs. 64,630,916
3	Application Software	Kshs. 289,010,546
		Kshs. 448,373,850.97

Sec II: Consequential Loss

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

INDEMNITY PERIOD :
BASIS OF VALUATION :
GEOGRAPHICAL AREA
RECOMPILATION OF DATA :

New Replacement Value

Worldwide

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 document cation 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**MONEY INSURANCE****SUMMARY OF COVER:**

Indemnity against the risk of loss of money which means and includes cash and/or currency notes occasioned by robbery, Burglary or theft or any other cause whatsoever whilst in transit or whilst on the premises as described in the policy

DEFINITION OF MONEY:

“Cash, Bank and Currency Notes, Cheques, Bankers Drafts, Money Orders Unused postage, Revenue and NHIF Stamps and Cards and Other negotiable instruments including unexpended units of Franking machines”

INTEREST AND

Description	Limit of Liability
1) Money in transit to and from bank for all stations including wages until paid out	Kshs 4,000,000
2) Money in premises during and outside business hours;	Kshs. 2,000,000
Kariakoo	500,000
Naivasha	1,000,000
Nakuru	500,000
North Rift	
TOTAL FLOAT -	
3) Money in custody of senior staff	Kshs. 2,000,000
4) Contents of Franking Machines	Kshs. Nil
5) Loss or damage to Safes & Strong room	Kshs. 1,000,000
Estimated Annual Carry	Kshs. 11,000,000

BASIS OF VALUATION:

Cash - Indemnity
Safe - Reinstatement

TRANSIT WARRANTY:

Money Above Ksh 1,000,000 to be escorted by a recognized security firm

EXTENSIVE CLAUSES:

- Cover following loss by Fire, Explosion and Earthquake
- Riot Strike and Civil Commotion
- Personal Accident/ Assault of employees Limit-Kshs.500,000
- Infidelity of employees discovered within 3 (Three) working days
- Cost of replacement of lost safe keys
- Notice of cancellation 30 days
- Jurisdiction clause-Kenya
- Hold up clause – Kshs. 500,000
- Policy subject to annual declaration of total cash carried and premium adjustment
- Fire, explosion, earthquake and all special perils
- Infidelity of employees – discovery period 90 days occasioned by larceny or misappropriation during transit between bank and GDC accompanied by simultaneous absconding of such employee
- Cost of replacement of lost Keys

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
42 Management Staff	Ksh 50,000,000
20 Chief Officers and above	Ksh 10,000,000
20 Senior Officers	Ksh 5,000,000
50 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

COLLUSION 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 carriers 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:

MARINE CARGO SEA/AIR

Indemnity against All Risks of loss of or damage to property of the insured (including legal liabilities for general average sacrifice and salvage charges where applicable) whilst in transit by means of the specified conveyance within the geographical limits subject to the policy terms and conditions

VOYAGE

Voyage: From Ports &/or Places in the World to Final Destination in Kenya by Streamer and/or Airfreight and/or Parcel Post and/or and/or Rail conveyance.

INTEREST & SUM INSURED

New Equipment/ Machinery &/or Machinery Spares Parts &/or Chemicals packed in cases &/or Crates &/or Cartons &/or New Drums &/or Bags and all other property of the Insured as declared from time to time

ESTIMATED ANNUAL CONVEYANCE

Kshs. 1,000,000,000

LIMIT OF LIABILITY

Description	Limit of liability
Any one Conveyance	Kshs. 500,000,000
Any one Location	Kshs. 500,000,000

CONVEYANCE

Approved Steamers &/or Steamers &/or Airfreight &/or Parcel Post &/or other conveyances.

BASIS OF VALUATION
advance.

C.I.F + Duty &/or VAT + 10% on the whole or as may be specifically declared in

EXTENSIVE CLAUSES

- ✓ Institute cargo clauses (A)
- ✓ Institute cargo clauses (Air)
- ✓ Institute strikes clauses (cargo)
- ✓ Institute strikes clauses (Air cargo)
- ✓ Institute war clauses (cargo)
- ✓ Institute cargo clauses (c) including washing overboard for cargo carried on deck
- ✓ Institute classification clause
- ✓ Institute replacement clause (Machinery) not exceed repair cost
- ✓ Institute standard conditions for cargo contracts
- ✓ Cargo ISM Endorsement – vessel must be ISM code certified.
- ✓ Including damage to labels– cost of new labels or relabeling goods
- ✓ Including loading and unloading risks.
- ✓ Subject to theft, pilferage, and non-delivery clause.
- ✓ Second hand replacement clause – machinery.
- ✓ Malicious damage clause.
- ✓ Transit extension (duration endorsement). – Upto 90 days
- ✓ Including concealed damage. – 6 months
- ✓ Automatic reinstatement of voyage clause.
- ✓ Storage clause. – Upto 90 days
- ✓ Surveys clause. – Shs.200,000/-
- ✓ Seals intact clause.
- ✓ General average and salvage charge clause.
- ✓ Cancellation Notice – 30 days
- ✓ Carriers / Bailees Liability

POLICY TYPE
SUMMARY OF COVER:

PUBLIC LIABILITY

Indemnity against legal liability to Third Parties in respect of accidental death, bodily injury and/or illness and/or loss or damage to property incurred by the insured in the course of the insured's business.

LIMITS OF LIABILITY::

	LIABILITY	LIMIT
1	General Liability Claims	
	Any One Claim Any One Period of Insurance	Kshs.200,000,000 Unlimited
2	Food And Drinks Claims	
	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: d) **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 person
Legal Officers	10	100,000,000
Geothermal Centre of excellence officers	10	Kshs. 150,000,000

APPENDIX I: TENDER SUBMISSION FORM

:Managing Director& CEO
Geothermal Development Company Limited
Kawi House, South C Bellevue,
Off Mombasa Road, Red Cross Road
P.O.Box 100746-00101, Nairobi
Tel: (254) 20 2427516/0719036000/7000
info@gdc.co.ke/www.gdc.co.ke

Dear Madam/Sir,

We, the undersigned, hereby submit our proposal to provide Insurance Brokerage services in accordance with your Request for Provision of Insurance Brokerage Services, and we hereby submit our Tender Document.

Our Tender is binding to us and if found acceptable we shall be pleased to be included in the list of pre-qualified firms and ultimately awarded firms.

We understand you are not bound to accept any tender you receive. Were main
Yours sincerely,

Authorized Signature: Name and Title
of Signatory: Name of Tenderer:
.....
Address:.....

APPENDIX II: *MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant (s).....

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation
/Registration No.....Location of Business premises:
Country.....Physical address.....
Town.....Building.....
Floor.....Plot No.....
Street/Road.....Postal Address.....
Postal/Country Code.....Telephone No's.....
Fax No's.....E-mail address.....
Website.....
Contact Person (*Full Names*).....
Direct/Mobile No's.....
Title.....
Power of Attorney (**Yes/No**) If **Yes**, attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc*).....

(Applicable to Local suppliers only)

Local Authority Trading License No.....Expiry Date.....
Value Added Tax No
Value of the largest single assignment you have undertaken to date (**USD/KShs**).....
Was this successfully undertaken? **Yes/No**.....(If **Yes**, attach reference)
Name(s) of your banker(s).....
Branches.....Tel. No's.....

Part2 (a)–Sole Proprietor (if applicable)

Full names.....
Nationality.....Country of Origin.....
Company Profile.....(*Attach brochures or annual reports in case of public company*)

Part2 (b)–Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile.....(*Attach brochures*)

Part2 (c)–Registered Company (If applicable)

Private or public.....

Company Profile.....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs.....

Issued KShs.....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....

2.....

Part 2(d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by GDC and any other public or private institutions.

Full Names.....

Signature.....

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

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(e) – Bankruptcy/Insolvency/receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Name.....

Signature.....

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

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(f)– Criminal Offence

I/We, (Name(s) of Director(s)):-

a).....

b).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter in to a procurement contract within a period of three(3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of.....

Dated this.....day of2019.

Suppliers’/Company’s Official Rubber Stamp.....

Part2(g) – Conflict of Interest

I/We, the undersigned state that I /We have no conflict of interest in relation to this procurement:

a).....

b).....
 For and on behalf of M/s
 In the
 capacity
 of.....
 Dated this.....day of.....2019
 Suppliers'/Company's Official Rubber Stamp.....

Part2(h) – Interest in the Firm:

Is there any person/persons in GDC or any other public institution who has interest in the Firm? Yes/No
(Deleteas necessary) Institution.....

(Title) (Signature) (Date)

Part2(I)– Experience:

Please list here below similar projects accomplished or companies/clients you have supplied with similar items or materials in the last 5 years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2 (I or j) – Declaration

I/We, the undersigned state and declare that the above information is correct and that I/We give GDC authority to seek any other references concerning my/our company from whatever sources deemed relevant , e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....

Signature.....

For and on behalf of M/s.....

In the capacity of.....

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

Suppliers'/Company's Official Rubber Stamp.....

APPENDIX III:-[To be completed on client's letterhead]

Date:.....

To:

Managing Director & CEO
Geothermal Development Company Limited
Kawi House, South C Bellevue,
Off Mombasa Road, Red Cross Road
P.O.Box 100746-00101, Nairobi
Tel: (254) 20 2427516/0719036000/7000
info@gdc.co.ke/www.gdc.co.ke

This is to certify that:.....[Name of Insurance Broker].....who is participating in your pre-qualification of Insurance Brokerage Services Tender has provided us with Insurance Brokerage services as follows;

(i) Insurance Policies handled:

Class of Insurance	Insurance Period	Total underwritten premium

(ii) Insurance Claims handled

Class of Insurance with claims	Insurance claims period	Amount of claims handled

(iii) Claims Turnaround time

Class of Insurance with claims	Insurance claims period	Turnaround time of claim settlement

(iv) Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the Services of above Insurance Broker in the following areas;-	Excellent 80-100	Good 50-79	Average 50	Poor Below 50
--	-----------------------------	-----------------------	-----------------------	--------------------------

Claimshandling				
Underwriting responsiveness				
Generalcustomer care				

Declaration

We confirm that the above Insurance Brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is approximately **Kshs.**

Name of Authorized Signatory
.....
.....

Title/designation.....**Signature**-----**Date**-----

Official Stamp of the Insured

Telephone Contacts