



GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)

P.O. Box 100746 – 00101

NAIROBI, KENYA

Tel: 0719037000/0719036000

**TENDER FOR PROVISION OF INSURANCE UNDERWRITING
SERVICES FOR THE YEAR 2021-2022**

TENDER NUMBER: GDC/BSS&I/OT/063/2020-2021

TENDER CLOSING DATE AND TIME: 3rd JUNE 2021 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**

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SECTION A: INVITATION TO TENDER

- 1.1 The Geothermal Development Company invites sealed bids from Insurance Underwriters for “Insurance Underwriting Services for year 2021-2022” whose specifications are detailed in the attached Tender Document.
- 1.2 An electronic copy of tender documents may be obtained by interested firms upon payment a non-refundable fee of Kshs. 1000 payable to our office accounts office in cash or bankers cheque. 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.
- 1.3 Tenders must be accompanied by an original bid security of **Kshs. 500,000** in the form specified in the tender document.
- 1.4 Bidders are advised to take note of the tender document contents, the appendix to instructions, evaluation requirements, special conditions and schedule of requirements.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, or be addressed to;

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

So as to be received on or before **3rd June 2021 at 2:00pm (1400Hrs).**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.

MANAGER, SUPPLY CHAIN

SECTION B – GENERAL INFORMATION

Introduction

1 Eligible Tenderer

- 1.1 The invitation to Tender is as per Section A.
- 1.2 The tenderer shall provide the services for the stipulated duration from the date of commencement specified in the Letter of Award.

2 Cost of Tendering

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of this tender and GDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

3 The Tender document

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of the instructions to tenderers.
 - i. Invitation for Tenders
 - ii. General Information
 - iii. General Conditions of the contract
 - iv. Special Conditions of the contract
 - v. Schedule of requirements
 - vi. Technical specifications
 - vii. Tender Form
 - viii. Price schedules
 - ix. Tender Security Form
 - x. Contract Form
 - xi. Performance Security Form
 - xii. Insurance Company's Authorization Form
 - xiii. Risk Notes
 - xiv. Request for review Form
 - xv. Declaration From
 - xvi. Confidential Business Questionnaire Form
- 3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required by the tender document 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.

4 Clarification of Documents

Any clarification of the tender document may be sought from GDC in writing at the address indicated in the invitation for tenders. GDC 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 tenders, prescribed by GDC. 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 tenderer candidates who have received the tender document.

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

5 Amendment of Documents

- 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 tenderer, may modify the tender documents by issuing an addendum.
- 5.2 All prospective tenderers who have been sent the tender document will be notified of the amendment in writing by post or email, and such amendment will be binding on them.
- 5.3 In order to allow the tender prospective tenderer reason time in which to take the amendment into account in preparing their tenders, GDC at its discretion may extend the deadline for the submission of tenders.

6 Preparation of Tenders

- 6.1 The tenderers are invited to submit a Proposal for Provision of Insurance Underwriting Services for 2021-2022.
- 6.2 **The Proposal**
- 6.2.1 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
- 6.2.2 The rates and fees must be expressed and will be paid in Kenya Shillings.
- 6.2.3 Proposals must remain valid for one twenty (120) days after submission date. GDC will make its best effort to complete negotiations within this period.

7 Language of the Tender

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

8 Documents comprising the tender

The tender prepared by the tenderer shall comprise the following components;

- i. A Tender form and a price schedule completed in accordance with paragraphs 9, 10 and 11 below
- ii. Documentary evidence established in accordance with paragraph 13 below that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
- iii. Tender security furnished in accordance with paragraph 13
- iv. Declaration form

9 Tender Form

The tenderer shall complete the Tender Form and the appropriate Rates, Schedule furnished in the tender documents, indicating the services to be performed.

10 Tender Prices/Rates

The tenderers shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services they propose to provide under the contract.

- 10.1 Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes payable.
- 10.2 Rates quoted by the tenderer shall be fixed during the Term of the Contract and not subject to variation on any account. A tender submitted with adjustable rates, the quotation will be treated as non-responsive and will be rejected.
- 10.3 Premiums will be paid separately for each respective period of insurance.
- 10.4 Contract price variations shall not be allowed for contracts exceeding one year.
- 10.5 Where contract price variation is allowed, the variation shall **not exceed 25%** of the original contract price.
- 10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11 Tender Currencies

Prices shall be quoted in Kenya Shillings.

12 Tender Eligibility

Pursuant to paragraph 3, the tenderer shall furnish relevant documents as part of its tender documents.

13 Tender Security

- 13.1 **The tenderer shall furnish, as part of its tender, a Tender Security of Kshs 500,000.00. The same should be enclosed together with the Original Proposal from the tenderer.**

- 13.2 The tender security is required to protect GDC against the risk of tenderer's conduct, which would warrant the security's forfeiture pursuant to clause 13.7.
- 13.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of cash, a bank guarantee, or such insurance guarantee approved by the Public Procurement Regulatory Authority in the form provided in the tender documents or another form acceptable to GDC and valid for thirty (30) days beyond the validity of the tender.
- 13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by GDC as non-responsive.
- 13.5 Unsuccessful tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by GDC.
- 13.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and receipt of original policy documents.
- 13.7 The tender security may be forfeited:-
- a) If a tenderer withdraws its tender during the period of tender validity specified by GDC on the Tender Form; or
 - b) In the case of a successful tenderer, if the tenderer fails to sign the contract.

14 Validity of Tenders

- 14.1 Tenders shall remain valid for **120 days** after the date of tender opening prescribed by GDC.
- 14.2 In exceptional circumstances, GDC may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 13 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

15 Format and Signing of Tender

- 15.1 The tenderer shall prepare one original and two copies of the tender, clearly marking "ORIGINAL TENDER" and "ONE COPY OF TENDER," as appropriate.
- 15.2 In the event of any discrepancy between them, the original shall govern.

- 15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

16 Submission of Tenders
Sealing and Marking of Tenders

- 16.1 Each Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 16.2 The original and copies of the Proposals shall be placed in a sealed envelope clearly marked “PROPOSAL FOR INSURANCE UNDERWRITING SERVICES FOR 2021-2022.” The original and copies shall be placed in a sealed envelope with a warning: “DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE.” The envelope shall be clearly marked, “DO NOT OPEN, BEFORE **3rd June 2021 at 2:00pm.**”

To be addressed to GDC at the following address:-

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

- 16.3 The inner envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late.”
- 16.4 If the outer envelope is not sealed and marked as required, GDC will assume no responsibility for the tender’s misplacement or premature opening.
- 16.5 Bidders are advised to ensure Pagination/serialization of ALL pages of the submitted proposal document for both the original and the copies i.e. paginated/serialized every page in the whole document in a sequential manner, from the beginning of the document to the end. This includes ALL attachments submitted by the bidder and all pages already paginated by GDC. Properly organize bid documents and use thermal binding.

17 Deadline for Submission of Tenders

- 17.1 Tenders must be received by GDC at the address specified under paragraph 16 no later than **3rd June 2021 at 2:00pm.**
- 17.2 GDC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of GDC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

18 Modification and Withdrawal of Tenders

- 18.1 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 GDC prior to the deadline prescribed for submission of tenders.
- 18.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 16. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 18.3 No tender may be modified after the deadline for submission of tenders.
- 18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

19 Opening and Evaluation of tenders

Opening of Tenders

- 19.1 GDC will open all proposals in the presence of tenderers' representatives who choose to attend, on **3rd June 2021 at 2:00pm** at Kawi House Office, ground floor South C off Mombasa Road.
- 19.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 19.3 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as GDC, at its discretion, may consider appropriate, will be announced at the opening.
- 19.4 GDC will prepare minutes of the tender opening.

20 Clarification of Tenders

- 20.1 To assist in the examination, evaluation and comparison of tenders GDC 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.

20.2 Any effort by the tenderer to influence GDC in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

21 Preliminary Examination and responsiveness

21.1 GDC 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.

21.2 GDC 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.

21.3 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 amounts in words will prevail.

21.4 Prior to the detailed evaluation, pursuant to Section C, GDC 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. GDC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by the GDC and may not subsequently be made responsive by the tenderer by correction of the non-conformity

22 Evaluation and Comparison of Tenders

22.1 GDC will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to Section C.

22.2 In the proposals, the evaluation shall be of the price to include all costs, as well as duties and taxes payable for the provision of the services.

22.3 The GDC'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 22.4

22.4 The following evaluation methods will be applied:-

- 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 which will be weighted on the technical score
 - ii. Tenders offering to perform longer than GDC's required delivery time will be treated as non-responsive and rejected.
- 22.5 GDC reserves the right to inspect the validity or status of documents submitted at the pre-qualification stage and if found invalid, will be non-responsive and the tenderer's financial proposals will not be considered.
- 22.6 GDC will award the contract to the successful tenderer whose tender has been determined to be the most responsive evaluated tender and qualified to perform the contract. GDC shall also take into consideration previous past claims lodged by GDC with the tenderers where applicable (i.e. if tenderer has underwritten policies for GDC in the past) and underwriting performance in determining the substantial responsiveness at tender award. The factors to be considered shall include; where necessary documentary proof will be provided:-
 - a) Arbitrary rejection of disputed claims.
 - b) Failure to satisfactorily conclude claims.
 - c) Delay in claim payments (more than 150days from the date of full documentation).
 - d) Failure to adhere to our contract terms and performance benchmarks.
- 22.7 GDC will take into consideration value addition services, i.e. Training locally and abroad of GDC personnel in insurance related matters, Risk Management and Risk Management survey.
- 22.8 The Insurance tenderer who will have submitted the most responsive proposal as per Clause 22.6 above may be invited for negotiations on the award of the contract.
- 22.9 **Other Requirements**
 - a) The tenderer's price schedule for each policy shall be supported by price quotations duly signed by an authorized Official.
 - b) The Service Provider shall indicate rates used to determine the premium proposed for each policy in their Proposal. The rates MUST be indicated for each policy quoted.
 - c) Prices indicated on the price schedule shall be the total cost of the services quoted including premium, deductible all customs due and other taxes.
 - d) Unit prices and rates quoted and indicated by the tenderer shall be fixed during the term of the contract. A tender submitted with an adjustable price quotation will be rejected.

- e) The tenderer should note that the submission of a quotation for any policy does not necessarily constitute a compulsory evaluation and/or award of any or all quoted policies. GDC reserves the right to either award or reject any quotation as proposed by the tenderer, and where there is an award, the same will be based on the most responsive tender and lowest evaluated per policy.
- f) Tenderer may be requested to submit sample policy documents of awarded policies for the purpose of contract negotiations
- g) The tenderer's price schedule for each policy shall be supported by a copy of price quotations duly signed by the authorized official(s).
- h) GDC shall also take into consideration previous past claims and underwriting performance in determining the substantial responsiveness at tender award. The factors to be considered shall include arbitrary rejection of disputed claims and failure to satisfactorily conclude claims and satisfy agreed performance benchmarks. Where necessary documentary proof will be provided.
- i) In case of a tie, the underwriter who scored the highest in Technical evaluation will be given the first consideration.
- j) The Service providers will be required to provide a summary of the quotations and should enumerate all the exclusions, extensive and special clauses policy limitation and excess applicable under each of policies. The place provided in the formal should however not be a constraint to the amount of information that the tenders can submit.
- k) The most responsive bidders evaluated as stated may be invited to make presentation of their proposals on the basis of the tender submitted.

23 **Contacting GDC**

- 23.1 No tenderer shall contact GDC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 23.2 Any effort by a tenderer to influence GDC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

24 **Post-qualification**

- 24.1 GDC will determine to its satisfaction whether the tenderer that is selected as the most responsive is qualified to perform the contract satisfactorily.

24.2 The determination will take into account the tenderer's capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer as well as such other information as GDC deems necessary and appropriate.

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 tenderers' tender in which event GDC will proceed to the next lowest evaluated to make a similar determination of that tenderer's capabilities to perform satisfactorily.

25 Award Criteria

25.1 GDC will award the contract to the successful tenderer whose tender has been determined to be the most responsive as per Section C provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

25.2 To qualify for the contract awards, the tenderer shall have the following;

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement.
- iii. 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.
- iv. Shall not be debarred from participating in public procurement.

25.3 GDC reserves the right to inspect the validity or status of documents submitted at the pre-qualification stage and if found invalid, the contract will be terminated.

26 GDC's Right to Vary quantities

26.1 GDC reserves the right at the time of contract award or in the duration of contract adjust sums insured under any policy in accordance to professional valuation or other suitable means at the discretion of the client from time to time.

26.2 These adjustments may involve refunds or additional payment of premiums and Commissions without any alteration of the basic unit rate of premium.

27 GDC's Right to accept or Reject any or All Tenders

27.1 GDC 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 tenderer or any obligation to inform the affected tenderer or tenderer

of the grounds for the action. If GDC determines that none of the tenders is responsive, GDC shall notify each tenderer who submitted a tender.

27.2 GDC also reserves the right to award the tender in part or in full to the most satisfactorily responsive tenderer.

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

28 Notification of Award

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

28.2 The notification and acceptance of award will constitute the formation of the Contract.

28.3 The notification of award will signify the formation of the contract subject to the signing of the contract

29 Signing of Contract

29.1 At the same time as GDC notifies the successful tenderer that its tender has been accepted, GDC will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

29.2 Within five (5) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to GDC.

29.3 The Insurance tenderer who will have submitted the most responsive proposal will be invited for negotiations prior to signing of the contract.

29.4 The contract will be definitive upon its signature by the two parties.

29.5 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.

30 Performance Security

30.1 The successful tenderer shall furnish the performance security from a reputable bank in accordance with the conditions of contract, in the form.

- 30.2 Failure by the successful tenderer to comply with the requirements of Clause GCC6 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security in which event the GDC may make the award to the next lowest evaluated tender or call for new tenders.

31 **Corrupt Fraudulent Practices**

- 31.1 GDC requires that tenderer to 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. In pursuance of this policy, GDC:-

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

- 31.2 Furthermore, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION C: FURTHER INSTRUCTIONS TO TENDERERS

Section C (I): Further Instructions to Tenderers

1 Introduction

- 1.1 GDC will evaluate the Underwriters whose proposals are received and then move on to the next stage of the evaluation process, where proposals with the lowest bid for Insurance Underwriting Services for the year 2021-2022 will be selected and awarded the contract.
- 1.2 Bidders are invited to submit proposals for Provision of Insurance Underwriting Services for Year 2021-2022.
- 1.3 Tenderers must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response.
- 1.4 Information relating to evaluation of tenders and recommendations concerning the provision of Insurance Underwriting Services for year 2021-2022 shall not be disclosed to the tenderers until the awarded firms have been advised accordingly. Applicants must also disclose any current litigations involving the firm.
- 1.5 Its GDC's policy to require tenderers to observe the highest standard of professional and oral ethics during the selection and execution of such contracts.

2 Evaluation Criteria

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

3 Mandatory Requirements

- 3.1 Tenderers are required to meet the qualification criteria stipulated in the appendix to instruction to tenderers. Only tenders, which fulfill these requirements, will be considered for detailed technical evaluation.

4 **Executive Order No 2**

- 4.1 As per Executive Order No. 2, effective 1st July 2018, all Public Procuring Entities shall maintain and continuously update and publicize through the website of the Public Procuring Entity, E-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and official Government publications.

Section C (II): Appendix to Instruction to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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
Eligibility	The tender is open to National Insurance Underwriters
Obtaining Documents	<p>An electronic copy of tender documents may be obtained by interested firms upon payment a non-refundable fee of Kshs. 1000 payable to our office 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>
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. 100746-00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke, dkyaka@gdc.co.ke, & pkapto@gdc.co.ke and one copy to: E-mail: amuthengi@gdc.co.ke & bjkosgei@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least three (3) days prior to the deadline for the submission of tenders.</p> <p>NB: Any request for clarification must be in the firm's letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>

Tender Security	The tenderer shall furnish, as part of its tender, a tender security in the amount of Kshs. 500,000.00 in the form of an insurance or bank operating in Kenya. The tender security should be valid for a period of 30 days beyond the tender validity period. i.e 150 days from the date of tender opening.
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>
Tender closing date and time	The tender closes on 3rd June 2021 at 2:00pm
Submission	Number of copies to be submitted is One original and two copies.
Evaluation Criteria	<p>The tender evaluations criteria will be as follows;</p> <p>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%</p> <p>Thereafter, those bidders who qualify under the technical evaluation will be pre-qualified and proceed to have their financial proposals evaluated.</p>

Evaluation Criteria

1 - Mandatory Evaluation Requirements

1	Completed, Signed and stamped Form of Tender & Price Schedules.
2	Original Tender Security in the amount of Kshs. 500,000 in the form of an insurance or bank guarantee operating in Kenya. The tender security should be valid for a period of 30 days beyond the tender validity period. i.e 150 days from the date of tender opening..
3	Dully written and signed Power of Attorney.
4	Properly organized bid document – serialized and paginated document with a referenced table of content of every attachment in the bid.
5	Duly signed and stamped Declaration of Undertaking as attached
6	Provide documentary evidence (copy) of registration/licence with the Insurance Regulatory Authority (IRA) for the current year (2021)
8	Provide proof of paid-up capital for bidders quoting for Life & General insurance For Kes.500 Million and above.
9	Provide copies of signed audited accounts for the Insurance Company for the three accounting years 2017, 2018 and 2019.
10	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the Tender.
11	Provide documentary evidence (Copy) of the company's Certificate of Incorporation.
12	Provide copy of current membership with the Association of Kenya Insurers (AKI) 2021
13	Duly filled, signed and stamped Confidential Questionnaire as attached

14	Provide letter of confirmation that the Insurance Company is not under statutory administration or facing liquidation proceedings
15	Must have done average annual gross premium of at least KShs.2.5 billion for Life and OR Kshs.3 billion for General business over the last two years 2018 and 2019
16	Must provide a list of 5 (five) reputable clients whose annual premiums for each is above Kshs. 40 Million under General business and Or KShs.40 million under Life business falling within 2018 and 2020(Excluding medical policies) . Attach copies of awards, recommendation or signed contracts.
17	Must have total number of management staff of at least 10 -Attach company profile.
18	Must provide policy enhancement for each policy.

NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further at the technical stage. Only responsive bids will be evaluated at the technical stage.

2- Technical Evaluation Requirements

- A detailed Technical evaluation criterion is as per the table below
- The minimum technical score for qualification is 80%
- Only those bids that will satisfy the technical requirement and met the technical score will qualify for financial evaluation.

Detailed Technical Evaluation Requirements for General and Life Insurance Companies.

No	Evaluation Attribute		Weighted %	Max. Score%
1	Average Premium Turnover for 2018 and 2019	i.4 billion and above ii.3billion-below 4 billion iii.3 billion and below	20 15 10	20
2	List of reputable clients whose premium is above Kes.40Million each falling within 2018 and 2020 -provide proof reference letter and Award letter	i. 6 clients and above ii. 5 clients	15 10	15
3	Revenue Reserve for 2019	i.10 Million and above ii.9 Million and below	15 10	15
4	Paid up share capital	I. Above 600 Million ii. 500Million-599 Million	15 10	15

No	Evaluation Attribute		Weighted %	Max. Score%
5	Evidence of current Reinsurance slip/cover notes 2021		15	15
6	Must have been in continuous operation	I. Above 20years ii. 10-19years	10 5	10
7	Global rating	I: A and above ii. A- to BB	10 5	10
	Total Marks			100%

Note: Only Bidders who attain a score of **80%** and above will proceed to the financial evaluation stage.

3- FINANCIAL EVALUATION OF PROPOSALS

- 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
- Rates and fees must be expressed and will be paid in Kenya Shillings
- Proposals must remain valid for one twenty (120) days after submission date.
- No correction of arithmetic errors

Award Criteria.

All policies will be awarded to the lowest evaluated bidder.

SECTION D – GENERAL CONDITIONS OF THE CONTRACT

1 Definitions

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

- a) “The Contract” means the agreement entered into between GDC 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 services” means Insurance Underwriting Services to be provided by the tenderer under the Contract.

2 Application

2.1 These General Conditions shall apply in all Contracts made by GDC for the procurement of Insurance Underwriting Services.

3 Standards

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

4 Use of Contract Documents and Information

- 4.1 The Candidate shall not, without GDC’s prior written consent, disclose the Contract, or information furnished by or on behalf of GDC in connection therewith, to any person other than a person employed by the Insurance tenderer in the performance of the Contract.
- 4.2 The Insurance tenderer shall not, without GDC’s prior written consent, make use of any document or information enumerated in paragraph 4.1 above.
- 4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of GDC and shall be returned (all copies) to GDC on completion of the tenderer’s performance under the Contract if so required by GDC.

5 Patent Rights

5.1 The tenderer shall indemnify GDC against all Third Party claims of Infringement of patent, trademark, or Industrial design rights arising from the use of their services or any part thereof in the country.

6 Performance Security

- 6.1 Within twenty-one (21) days of receipt of the notification of contract award, the successful tenderer shall furnish to GDC with the performance security, in the amount specified in Special Conditions of Contract.

7 Delivery of Services and documents

- 7.1 Delivery of services shall be made by the successful tenderer in accordance with the terms specified by GDC in the schedule of requirements and the special conditions of contract.

8 Payments

- 8.1 Payments shall be made promptly by GDC as specified in the contract.

9 Rates

- 9.1 Rates charged by the tenderer for Insurance underwriting services performed under the contract shall not vary during the period of the contract.

10 Prices

- 10.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender or in GDC's request for tender validity extension the as 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.

11 Termination for default

- 11.1 GDC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

- 11.2 In the event GDC 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 tenderer shall be liable to GDC for any excess costs for such similar services.

12 Resolution of Disputes

12.1 If any question, dispute, difference or claim arises out of or in connection with this Contract, including any question regarding its existence, validity, performance or termination (a “Dispute”), which either Party has notified to the other, senior management personnel from each Party shall meet and diligently attempt in good faith to amicably resolve the Dispute within a period of Sixty (60) Days following one Party’s written request to the other Party for such a meeting.

12.2 Termination for insolvency

GDC may at any time terminate the contract by giving written notice to the tenderer if the tenderer becomes bankrupt or insolvent. In this event, termination will be without compensation to the tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the GDC.

12.3 Termination for convenience

GDC by written notice sent to the tenderer, may terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for GDC’s convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.

13 Language and Law

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

14 Force Majeure

14.1 Definition

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

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

14.3 Payments

During the period of an event of Force Majeure, the tenderer shall be paid only for work successfully carried out in accordance with the provisions of the Contract.

15 Notices

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

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SECTION E: 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) “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 (2.0)

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 (GCC6)

Underwriters who will be awarded any class of insurance will be required to submit a Performance Guarantee Bond from a registered bank licensed to operate in Kenya and 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 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.

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:

7. 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:

8. 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.

9. Effectiveness of Contract

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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 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.

15.9 The tenderer shall give the Client written confirmation within seven (7) days of receipt of premiums.

15. 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

16. 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 Resolution of Disputes

If any question, dispute, difference or claim arises out of or in connection with this Contract, including any question regarding its existence, validity, performance or termination (a “Dispute”), which either Party has notified to the other, senior management personnel from each Party shall meet and diligently attempt in good faith to amicably resolve the Dispute within a period of Sixty (60) Days following one Party’s written request to the other Party for such a meeting.

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 F. SCHEDULE OF REQUIREMENTS

Service Level Agreement (SLA)

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

14. Last expense must be paid within 48 hours from time of claim reporting.

15. 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

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

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

UNDERTAKINGS REQUIRED FROM THE UNDERWRITERS

Underwriters shall provide an undertaking confirming:

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

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

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

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

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

SECTION G: 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 2021 / 2022

PART II: OTHER POLICIES

- 1) Motor Policies:
 - a) The motor commercial – Buss 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 30th April 2021 is as tabulated below;

Class of Insurance	No. Of units	Sum Insured
Motor commercial Pickups - Comprehensive	43	63,306,000.00
Motor Commercial Buses- Comprehensive	13	16,410,000.00
Motor Commercial Ambulances	3	10,405,000.00
Heavy Commercial (Own Goods) Comprehensive	60	209,488,783.00

Plant and Machinery All Risks	110	617,615,000.00
Motor Private-Comprehensive	32	82,170,000.00
Motor Cycle- Comprehensive	2	391,501.00

A qualified valuer appointed by the winning underwriter after award at their own cost will value all vehicles and premium will be adjusted in accordance to the revised valuations. The underwriter must submit copies of the valuation reports to GDC.

2) Group Life Insurance

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

3) Group Personal Accident/ WIBA/ Employer Liability Cover

These policies should be provided under one combined policy.

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

4) Motor vehicles Insurers

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

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

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

5) Travel Insurance Policy

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

6) All Other Policies

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

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 underwriting service in accordance with your Request for proposal. We are hereby submitting our proposal, which includes a sealed proposal. 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
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

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 (AS PER APPENDIX A)

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

	(vi) Motor Commercial Buses- Comprehensive
7.	(i) Employers Liability (ii) Group Accident-Sports
8.	All Risks (Electronic Equipment)
9.	Electronics Insurance
10.	Goods in Transit
11.	Marine Cargo Insurance
12.	Money Insurance
13.	Fidelity Guarantee
14.	Medical Malpractice
15.	Directors Medical
16.	Directors- Group Accident
17.	Directors & Officers Liability
18.	Group Life Cover Plus Last Expense for staff and Spouse

PROPOSED TABLE

Item	Policy Class
1.	Travel insurance- overseas
2.	Plant and Machinery all risks insurance
3.	Fire & special perils
❖ POLICIES TO BE QUOTED FOR IN GROUPS	
A	GROUP A
4.	Motor Private- Comprehensive
5.	Motor Commercial Buses - Comprehensive
6.	Motor Commercial Pickups - Comprehensive
7.	Motor Commercial Ambulances - Comprehensive
8.	Motor Cycle - Comprehensive
B	GROUP B
9.	Employers Liability
10.	Group Accident-24hrs / WIBA Plus
11.	Group Accident-Sports
C	GROUP C
12.	All Risks including Field / Research Equipment
13.	Electronic Equipment
D	GROUP D
14.	Goods In Transit
15.	Marine Cargo Insurance

E	GROUP E
17.	Fidelity Guarantee
F	GROUP F
18.	Directors Medical
19.	Directors- Group Accident
20.	Directors & Officers Liability
G	GROUP G
21.	Group life cover plus last expense for staff, children and spouse
H	GROUP H
22.	Public Liability
23.	Professional Indemnity
24.	Medical Malpractice
L	GROUP
25.	Group Creditor

3C. SUMMARY OF PREMIUM

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

Name of tenderer:

Signature of Authorized Official:

Date:

Section H: Price Schedule Form

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

SECTION I: 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 ten (10) 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 _____ 2021

(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.....2021

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 ----- 2021 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 Underwriting Services** and has accepted a tender by the tenderer for the provision of Insurance Underwriting 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 referred to in here.
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. Past Experience Evaluation Form
 - M. 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 Underwriting 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 underwriting services, 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 _____

FINAL COPY - 25.05.2021

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)_____2021 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----- 2022.

Signature and seal of the Guarantors.

(name of bank)

(address)

(Date-----)

8.6 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))

8.7 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.

FINAL COPY - 25.05.2021

**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. 8,637,956,218

EXTENSIVE CLAUSES

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

40. Increase in risk
41. Internal removal
42. Loss reduction clause
43. Malicious damage
44. Non-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 VEHICLES – COMPREHENSIVE

POLICY TYPE

MOTOR PRIVATE VEHICLES - COMPREHENSIVE

SUMMARY OF COVER

Indemnity against loss of or damage to and legal liability to Third Parties rising out motor private vehicles owned or operated by the Insured including;
Accidental 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 Insurers valuer

EXTENSIVE
CLAUSES

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

SPECIAL TERMS

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

EXTENSIVE CLAUSE

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

MOTOR COMMERCIAL COMPREHENSIVE

POLICY TYPE

MOTOR COMMERCIAL COMPREHENSIVE

SUMMARY OF COVER

Indemnity against loss of or damage to and legal liability to Third Parties arising out 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	Kshs. 20,000,000
Trauma counselling and physiotherapy	Kshs. 100,000

ESTIMATED EARNINGS

Category	Annual salaries / wages
All Staff	
Total Estimated Annual Gross Wages	Kshs. 2,529,614,673.96

EXTENSIVE CLAUSES

1. Travel to and from work including social and sporting activities organized by or on behalf of the insured
2. The social and sporting activities extension includes travel to and from such activities as well as actual participation
3. Occupational illnesses
4. Accumulation limit Kshs. 500,000,000/= per event
5. Age limit - 18 to 70 years
6. Including Airfares for treatment

7. Annual declaration of actual earnings and premium adjustment
8. Automatic additions/deletions
9. Submission of invoices instead of receipts for compensation of medical bills
10. Injuries of 5% and below not to be subjected to second medical opinion
11. Cancellation notice - 30 days
12. Cover for working Directors
13. Disappearance clause – after ‘reasonable time has elapsed’
14. Drugs exclusion not to apply where drugs are administered by a medical practitioner
15. Exposure clause
16. Hi-jack clause
17. Terrorism and Political Risk
18. Motor cycling up to 250cc
19. Mountaineering (excluding use of ropes and guides), Rugby, Basketball, football and volleyball
20. Payment on account
21. Repatriation expenses
22. Riot, strike and civil commotion
23. Temporary total disablement payable in addition to capital benefits.
24. Trustees clause
25. Including employees travelling to and from work, and social and sporting activities organized by GDC.

GROUP PERSONAL ACCIDENT INSURANCE – SPORTS

POLICY TYPE

GROUP PERSONAL ACCIDENT - SPORTS

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

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

**TOTAL NUMBER
INSURED PER EVENT** 100

GEOGRAPHICAL AREA: Worldwide

BENEFITS:

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. 2,529,614,673.96

DEFINITION OF EARNINGS

BASIC SALARY ONLY

JURISDICTION CLAUSE

KENYA ONLY

EXTENSIVE CLAUSES

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

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

PROFESSIONAL INDEMNITY LIABILITY (MEDICAL
MALPRACTICE - CLINICS)

**SUMMARY OF
COVER**

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

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

**LIMITS OF
LIABILITY:**

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

EXCESS

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

**INSURED
PRACTITIONERS:**

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

**JURISDICTION
CLAUSE:**

KENYA

**EXTENSIVE
CLAUSES:**

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

GROUP LIFE ASSURANCE

POLICY TYPE

GROUP LIFE INSURANCE

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

INSURED PERSONS: Members of Staff as declared on payroll and their dependents i.e. spouses and children
Total Assured lives – 4017

BENEFITS:

EVENT	Lives	Basic Salary Only PER MONTH	Sum Assured – 5 Yrs Salary (X 60MONTHS)
DEATH	1027	Kshs. 110,276,392.11	

LAST EXPENSE BENEFITS:

Funeral Expenses	Lives	Sum Assured / Payable
Per Staff (Deceased)	1027	Kshs 300,000
Per Spouse and Children(Deceased)	2990	Kshs 300,000

ANNUAL BASIC SALARY:

Kshs. 1,323,316,705.32

MEDICAL FREE COVER LIMIT:

Kshs. 30,000,000

SPECIAL EXTENSIONS:

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

10. Retirement age – 60years
11. GDC as a Trustee of the deceased staff / Benefits paid to GDC
12. Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions
13. Pre-existing conditions
14. To cover children from one day after birth

**CLAIMS
DOCUMENTATION:**

Standard documentation to be submitted for **group life only**

Death Claims

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

SPECIAL CONDITION:

Cover should be enhanced, to include all special extensions as indicated above. Should an underwriter wish to continue charging for any ailment upon commencement of contract, or require 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. 82,204,769.19

**Total assured lives –
123**

BENEFITS:

Outstanding Loans	TOTAL OUTSTANDING LOAN s (Ksh)	Lives
Car Loan	80,273,404.29	87
Medical Excess	1,931,364.9	36
Total	82,204,769.19	123

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 Loss

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 loanes 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:**

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

PERIOD OF COVER

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

ESTIMATED TRAVELLORS

Estimated staff travelling per annum – 200 staff

Travel Benefits for quotation.

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;-

- o 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.
4. The underwriter must be recognized by the Schengen Countries (Attach documentary evidence)

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 5,000 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**

- ✓ Inpatient services
- ✓ Pre-Existing Conditions & Chronic ailments and-HIV/AIDS related illnesses
- ✓ Post Hospitalization
- ✓ Inpatient non accidental dental cover
- ✓ Inpatient non accidental Ophthalmological Cover
- ✓ Accommodation charges per night.

Limit & Sub Limits

Kshs. 2,000,000

Kshs. 750,000

Kshs. 100,000

Kshs. 100,000

Ksh. 10,000

Private room (Minimum of Kshs. 25,000)

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 – 30 days 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> <u>(Per Director)</u>
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, Basketball, football and volleyball
 10. Payment on account
 11. Riot, strike and civil commotion
 12. Trustees clause – GDC as a Trustee

POLICY TYPE**DIRECTORS & OFFICERS LIABILITY****SUMMARY OF COVER:**

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

INSURED PERSON(S):

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

Total number – 73

LIMITS OF LIABILITY

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

SPECIAL EXTENSIONS:

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

OPERATIVE CLAUSE:

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

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

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

**INTEREST AND
SUMS INSURED:**

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

Excess

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

Schedule to follow

Kshs.5,000

BASIS OF VALUATION:

Reinstatement / replacement

GEOGRAPHICAL AREA:

Worldwide

EXTENSIVE CLAUSES:

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

CONDITIONS;

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

IMPORTANT CONDITION:

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

OLICY 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. 130,807,150
2	External data and hardware	Kshs. 50,055,785
3	Application Software	Kshs. 293,055,811
		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 :**

New Replacement Value

GEOGRAPHICAL AREA

Worldwide

RECOMPILATION OF DATA:

Costs incurred after an incident in re-recording data on new tapes, cards or discs Includes;

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

ADDITIONAL EXPENDITURE:

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

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

EXTENSIVE CAUSES:

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

IMPORTANT CONDITION:

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

POLICY TYPE**FIDELITY GUARANTEE****SUMMARY OF COVER:**

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

POSITIONS COVERED:

Description	Limit
38 Management Staff	Ksh 50,000,000
29 Chief Officers	Ksh 10,000,000
87 Senior Officers	Ksh 5,000,000
109 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**MARINE CARGO SEA/AIR****SUMMARY OF COVER:**

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

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

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:****LIMITS OF LIABILITY:****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.

	LIABILITY	LIMIT
1	General Liability Claims	
	Any One Claim	Kshs.200,000,000
	Any One Period of Insurance	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:**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

POLICY TYPE MOTOR COMMERCIAL & HEAVY EQUIPMENT (OWN GOODS) - 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;

- h) Accidental collusion and overturning
- i) Negligent operations by vehicle operators
- j) Malicious acts and theft
- k) Fire, external explosion, self-ignition lightning or burglary
- l) Whilst in transit including process of loading and unloading by lifts, inland waterways or elevators.
- m) 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.
- n) 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	
iii. Any One Passenger	20,000,000
iv. 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. Assessment of vehicles at our areas of operation i.e. Menengai, Baringo – Silali at no additional cost
3. Use of reputable garages, over and above Insurers panels
4. Speedy processing of all claims
5. Free Valuation by Insurers Valuer
6. Replacement of windscreen by Insurers through identified supplier. No additional cost for reinstating windscreen cover
7. There should be partial theft excess
8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21yrs and below

EXTENSIVE CLAUSE

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

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 Underwriting Services in accordance with your Request for Provision of Insurance Underwriting 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:.....