



Rural Electrification and Renewable Energy Corporation

Kawi House, South C,
P.O. Box 34585, 00100
Nairobi, Kenya

e-mail: info@rea.co.ke ; tenders@rerec.co.ke

TEL NO. 0709193000

RFX No. 100000807

**PROVISION OF INSURANCE SERVICES FOR THE FINANCIAL
YEAR 22/23 – 23/24 (OPEN TO REGISTERED INSURANCE
BROKERAGE FIRMS REGISTERED AND OPERATING IN KENYA)**

**TENDER DOCUMENTS FOR PROCUREMENT OF INSURANCE
SERVICES**

INVITATION TO TENDER

1. **PROCURING ENTITY:** Rural Electrification and Renewable Energy Corporation (REREC) P.O Box 34585 – 00100 Nairobi.
2. **CONTRACT NAME AND DESCRIPTION:** RFX 1000000807 Provision of Insurance Services for the Financial Year 22/23 – 23/24 (Open to Registered Insurance Brokerage Firms Registered and Operating in Kenya) as indicated below;

Item No.	Description of Insurance Cover
Lot 1	Medical Insurance
Lot 2.	Provision of General Insurance Cover for REREC
Lot 3	Provision of General Insurance Cover – Garissa Solar Plant
Lot 4.	Provision of Group Life Cover
Lot 5	Provision of WIBA/Group Personal Accident Cover
Lot 6	Provision of General Insurance Cover Solar installation facilities in primary schools

3. Tendering will be conducted under National open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
4. Qualified interested tenderers may obtain further information during office 8.00am-12.45pm to 1.45pm-4.00pm Monday to Friday at the address given below.
5. A complete set of tender documents may be viewed and downloaded by interested tenderers free of charge electronically from the Website www.rerec.co.ke under tender documents or through the e-procurement portal using <https://suppliers.rea.co.ke:44300/irj/portal>
6. Tenderers who are not yet registered with REREC must register their companies in order to participate in the tender using link below that can be found from the website www.rerec.co.ke Procurement-Supplier registration:[https://suppliers.rea.co.ke:44200/supportal\(bD1lbiZjPTUwMCZkPW1pbg==\)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP](https://suppliers.rea.co.ke:44200/supportal(bD1lbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP)
7. All Tenders must be accompanied by a tender Security as indicated in the tender document.
8. The Tenderer shall chronologically serialize all pages of the tender document submitted.
9. Completed tenders must be delivered to the address below on or before 18/05/2022 at 10.00am.
10. Only Electronic Tenders will be permitted. Late tenders will be rejected. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below and the results relayed electronically.
11. The addresses referred to above are:

Address for obtaining further information on tender documents: for hand Courier bid security Delivery to an office or Tender Box (Nairobi, Off Popo Road, Kawi Complex, Ground floor). Contact Manager, Supply chain management, telephone number: 0709193000 and e-mail address: tenders@rerec.co.ke

Address for Submission of Tenders: Online Through <https://suppliers.rea.co.ke:44300/irj/portal>

Address for Opening of Tenders. Online

Designation: Chief Executive Officer

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

- 2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract,

during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

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

Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

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

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

8. Clarification of Tendering Document

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all

Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

9. Amendment of Tendering Document

- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

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

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

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

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

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

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in

relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information

updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

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

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:

- i) Sign the Contract in accordance with ITT 45; or
- ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked "COPIES", all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 14, and if relevant:
 - i) in an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope marked "COPIES –ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with **TDS** 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance

with **TDS 1.1**; and

- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will not be accepted.

23 Deadline for Submission of Tenders

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

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

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26. Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney”

confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

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

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29 Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

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

30 Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31 Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to

documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from an incorrect calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34. Margin of Preference and Reservations

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

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

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservation exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to

be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
- d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be based on each item and not a combination of items.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the

market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

F. Award of Contract

40. Award Criteria

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

41. Notice of Intention to enter in to a Contract

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;

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

42. Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44. Negotiations

44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

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

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint and Administrative Review

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: RFx 100000807 The Procuring Entity is: Rural Electrification and Renewable Energy Corporation The name of the ITT is: Provision of Insurance Covers for REREC. This tender is open to Insurance brokers registered with IRA
ITT 2.1(a)	Electronic –Procurement System The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: Name of the e-system: SAP -SRM Full address or link: https://suppliers.rea.co.ke:44300/irj/portal The electronic-procurement system shall be used to manage the following aspects of the Tendering process: <ul style="list-style-type: none"> i. Issuing tendering document, ii. Submissions of Tenders, iii. Opening of Tender iv. Contract Preparation
ITT 2.2	The Intended date for commencing providing the Insurance Services is 1 st July 2022. The insurance duration for each item will be twelve (12) Months, with an option for renewal for a further twelve (12) Months subject to satisfactory performance
ITT 3.3	The Information made available on competing firms is as follows: None
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: None
	B. Contents of Tendering Document
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address of tender submission to reach the Procuring Entity not later than 3 rd May 2022 ii) The Procuring Entity shall publish its response at the website www.rerec.co.ke
ITT 7.2	(A) A pre-arranged pretender site visit shall not take place. (B) Pre-Tender meeting shall not take place.
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <u> </u> before the meeting. N/A
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <u> </u> N/A
ITT 12.1 (j)	The Tenderer shall submit the underwriter documents and the following additional documents in its Tender: Other documents required are <ol style="list-style-type: none"> 1. Company or Firm’s Registration Certificate (Company must be in existence at least 5 yrs), iTAX PIN Certificate with both Vat & Income Tax obligations, Valid Tax Compliance Certificate and Certified Official Search (CR12/CR13) from the Registrar of Companies, not more than Three (3) months old from the date of tender closing for limited companies. 2. A copy of valid Single business permit from County Government 3. The bidder MUST properly and duly fill and stamp the following forms: form of tender, Price schedule, Written power of attorney and confidential business questionnaire 4. Certified copy of registration certificate as an insurance provider of group life for 2022 with the Insurance Regulatory Authority (IRA) and a copy of the registration certificate be submitted 5. Must provide proof of current membership of the Association of Insurance Brokers

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Kenya (AIBK).</p> <p>6. Must disclose the proposed underwriter. Attach original quotations, duly completed Authorization form from the Underwriter authorizing the insurance broker to participate in the tender indicating the cover and evidence of Re -Insurance arrangements</p> <p>7. Professional Indemnity Insurance covers of at least Kshs.100 million.</p> <p>8. List at least Two (2) current Corporate clients where supplier has handled business of similar nature and magnitude for the last three years consecutive i.e 2021, 2020 & 2019 (Attach copies of LSO/Contract documents).</p> <p>9. Recommendation letters from three (3) Public institutions listed under (11) and above and at least two under writers in client letter head which must be signed within the tendering period (whether ongoing or complete). (Ministries, Parastatals or SAGAs)</p> <p>10. Provide List of (3) key Professional Staff proposed for the Assignment and specify their specific portfolio/ Tasks. Attach copies of certified CVs and certified certificates</p> <hr/> <ul style="list-style-type: none"> • Principal Officer Proposed for the Assignment (Attach copies of signed CVs and Certified certificates) • Possession of B. Com Degree Insurance (Option) or equivalent • Provide proof of Possession of ACII/AIHK • Provide proof of possession of certificate of proficiency(COP) • Provide proof of relevant experience of at least Five (5) Years • Professional qualifications and experience of 2 (two) other technical personnel (Attach copies of signed CVs and Certified certificates): • Relevant Degree • Possession of ACII/AKII • Possession of certificate of proficiency(COP) • At least 3 years' relevant experience • Technical officer with certificate of proficiency <p>11. Current & Valid Paid up capital of at least Kshs.3 million or as required by the Insurance Regularity Authority (Bank Guarantee).</p> <p>12. Must submit audited accounts for the past Three (3) years (2021, 2020 & 2019) signed by the auditor(s) and a copy of the Auditor's/Audit's firm valid ICPAK practicing license for determining solvency and liquidity of both the (recommended) Insurance Company & the broker.</p> <p>13. Shall submit a methodology and claims settlement approach</p> <p>14. Any other document specified in the evaluation criteria</p>
ITT 14.1	Alternative Tenders shall not be considered.
ITT 15.5	The prices quoted by the Tenderer is not subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be Kenya Shillings
ITT 18.3	Prequalification has not been undertaken.
ITT 19.1	The Tender validity period shall be 140 days.
ITT 20.1	<p>A Tender Security shall be required; The original shall be submitted to a designated box at the main reception to the tender submission address.</p> <p>The amount and currency of the Tender Security shall be 2% of the quoted amount for lot(s) quoted for</p>
ITT 21.1	Only one original scanned in PDF shall be submitted through E-procurement portal
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Notarised/Commissioned power of attorney
D. Submission and Opening of Tenders	
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address is: Rural Electrification and Renewable Energy Corporation P.O Box 34585-00100 Nairobi

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Block C, Kawi House, Ground Floor, South C, Behind Boma Hotel, Nairobi
ITT 23.1	<p>The deadline for Tender submission is: 18th May, 2022 @ 10.00a.m</p> <p>Tenderers shall submit their Tenders electronically.</p> <p>The electronic Tender submission procedures shall be: The Bidder shall process and submit its Bid via the Corporation’s e-Procurement system as follows:</p> <ol style="list-style-type: none"> a. Login to REREC portal via url https://suppliers.rea.co.ke:44300/irj/portal <p>N/B: It is assumed that you have already completed the registration process and that your registration has been approved by REREC and you have created an employee user account to transact with REREC via url https://suppliers.rea.co.ke:44200/supportal(bD1lbiZjPTUwMCZkPW1pbg==)/bspwdapplication.do#VIEW_ANCHOR-ROS_TOP</p> <ol style="list-style-type: none"> b. For the purpose of bidding, each firm must ensure the following <ol style="list-style-type: none"> i. Each company must have two user accounts; Admin Account and Employee Account. Ensure that the following roles are NOT ASSIGNED to the employee; Employee Administrator and Supplier Master Data manager. ii. Ensure that the admin account and employee account does not share same email address iii. Ensure that the Employee user name is between 4 and 12 characters. iv. For the purpose of this tender bidding, the employee account shall be used to submit your RFX responses. <ol style="list-style-type: none"> c. Choose RFX and Auction link in the navigation pane d. Click on the RFX number to open it e. Click Register and then Click Participate f. Click Create response; You will get a unique number for your response for the RFX g. Navigate to the Notes and Attachments tab and click on Collaboration link at the bottom of the screen (the link will be in the format “RFX Response No: Company Name”. If under your notes and attachment no link is formed in the collaboration room, you are advised to delete the response and create a new one until the link is formed, in this link all the documents of the tender shall be uploaded. h. NB: All supplier bid documents/Responses shall be uploaded to the COLLABORATION ROOM in the link with “RFX Response Number: Company Name” .Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated. j. You are to login to the collaboration link and upload all the required documents k. Enter bid price in the item tab and fill in all required information for the response. <ol style="list-style-type: none"> l. This price shall be read out price during the opening. m. No value shall be entered under the RFX information “Target Value for RFX” n. Check for errors by clicking the Check button o. Click on Save to review later or Submit to send the response to REREC
ITT 26.1	<p>The Tender opening shall take place at: Physical Address: Nairobi, Behind Boma Hotel Off Popo Road, South C, Kawi Complex, Procurement office, Ground Floor Date: 18th May 2022 at 10.00a.m.</p>
ITT 26.1	<p>The electronic Tender opening procedures shall be: The electronic Tender shall be opened promptly thereafter in REREC Procurement Office at Kawi House, Ground Floor as follows;</p> <ol style="list-style-type: none"> i. The opening committee logs in SAP-SRM ii. Click on initiate RFX opening iii. Click on open RFX prices

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	iv. Download the X-cel file, which is the opening schedule contains the tender number, tenderer's name and quoted prices The Opening schedule will be sent electronically to all the bidders who participated in the tender.
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by three (3) representatives.
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be Kenya Shillings (KES)
ITT 34.2	Margin of preference shall not be allowed .
F. Award of Contract	
ITT 44.1	The negotiations will be held at Procuring Entity address provided above
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: [insert full name of person receiving complaints]</p> <p>Title/position: [insert title/position]</p> <p>Procuring Entity: [insert name of Procuring Entity]</p> <p>Email address: [insert email address]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part 2–Procuring Entity's Insurance Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete.. Tenders that do not pass the Preliminary Examination will be considered unresponsive and will not be considered further.

Must submit copies of the following documents;

- 1) Bidder documents/Attachments have been submitted in the Collaboration folder of the SAP SRM System. Bidders shall not attach their documents at any other Tab of the Portal. Attachments placed elsewhere in the portal shall be declared non-responsive and the attachments shall not be evaluated.
- 2) Confirmation that the bidder's prices appear during tender opening. The entered prices in the Items Tab of the SRM Portal must be same as the prices in the Tender form/price schedules and the same prices are read out during opening. (award shall be based on the read out prices)
- 3) Confirmation of Submission of a valid tender security per lot during opening in form of a Bank guarantee. The value of the Tender Security shall be as specified per lot in TDS and valid for 140 days.
- 4) Submission of Company or Firm's Registration Certificate, Company's E-PIN Certificate with both VAT & Income Tax obligations.
- 5) Submission of company Valid Tax Compliance Certificate
- 6) CR12 form from Registrar of Companies, not more than Three (3) months old for limited companies and certified by a Commissioner of Oaths or a Magistrate of the Kenyan Judiciary.
- 7) Submission of valid Trade License/Business permit.
- 8) A written Power of Attorney, commissioned by commissioner of oaths, or a Magistrate of the Kenyan Judiciary signed and stamped by company directors including the specimen signature of the Authorized person
- 9) Submission of a duly filled schedule of requirements, dully filled signed and stamped by the bidder.
- 10) Confirmation of Submission and verification that the Tender Form duly completed, stamped and signed by the bidder
- 11) Submission of a duly filled and signed certificate of independent tender determination
- 12) Submission of a duly filled and signed self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 and Commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary.
- 13) Submission of a dully filled and signed self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice and Commissioned by Commissioner of Oaths or a Magistrate of the Kenyan Judiciary.
- 14) Submission of a dully filled and signed declaration and commitment to the code of ethics.
- 15) Submission of a dully filled and signed tenderer information form
- 16) Submission of duly filled, stamp and signed confidential business questionnaire form

- 17) Must have been in existence for the last five (5) years.
- 18) Must be registered with the Insurance Regulatory Authority (IRA) and a copy of the registration certificate be submitted.
- 19) Certified Copy of valid certificate from Insurance Regulatory Authority (IRA) as an ‘Insurance Provider’ of Insurance for current year (2022).
- 20) Must provide proof of current membership of the Association of Insurance Brokers Kenya (AIBK)
- 21) Must disclose the proposed underwriter. Attach original quotations, duly completed Authorization form from the Underwriter authorizing the insurance broker to participate in the tender indicating the cover and evidence of Re -Insurance arrangements.
- 22) Professional Indemnity Insurance covers of at least Kshs.100 million.
- 23) List of at least Three (3) current Public Institution where they have handled business of similar nature and magnitude for the previous year over the last three (3) consecutive years i.e. 2021, 2020 & 2019 - Attach copy of LSO/ Contract document (Ministries, Parastatals or SAGAs)
- 24) List of at least Two (2) current Corporate Clients where they have handled business of similar nature and magnitude for the previous year over the last three (3) consecutive years i.e. 2021, 2020 & 2019 - Attach copy of LSO/ Contract document
- 25) Recommendation letters from the Three (3) Public Institutions listed under (23) above and at least Two (2) underwriters in client letter head which MUST be signed within the tendering period (whether ongoing or complete) (Ministries, Parastatals or SAGAs)
- 26) Provide List of (3) key Professional Staff (a Principal Officers and two technical Officers) proposed for the Assignment and specify their specific portfolio/ Tasks. Attach copies of certified CVs and certified certificates
 - Principal Officer Proposed for the Assignment (Attach copies of signed CVs and Certified certificates)
 - Possession of B. Com Degree Insurance (Option) or equivalent
 - Provide proof of Possession of ACII/AIHK
 - Provide proof of possession of certificate of proficiency(COP)
 - Provide proof of relevant experience of at least Eight (8) Years and three (3) years respectively.
 - Professional qualifications and experience of 2 (two) other technical personnel (Attach copies of signed CVs and Certified certificates):
 - Relevant Degree
 - Possession of ACII/AKII
 - Technical officer to possess certificate of proficiency (COP)
- 27) At least 3 years’ relevant experience
- 28) Current & Valid Paid up capital of at least Kshs.3 million or as required by the Insurance Regularity Authority (Bank Guarantee).
- 29) The broker must have done annual turnover of 250Million and above for the last three (3) consecutive years (2021, 2020 & 2019)
The broker to submit audited accounts for the past three (3) years (2021, 2020 & 2019) signed by the auditor(s) and a copy of the Auditor’s/Audit’s firm valid ICPAK practicing license for the respective years. This is for determining solvency and liquidity of the broker.
- 30) Shall submit a methodology and claims settlement approach
- 31) Serialization of all the pages of the tender document and attachments sequentially (this should be sequential in the format of 1, 2, 3, 4,5) from the first page to the last page.

In addition to Clause (a) above the following mandatory requirements (Conditions) must be met by the Insurance Company or the Underwriter chosen by the broker.

1. Current registration (License) with the Insurance Regulatory Authority (IRA) as an Insurance underwriter
2. Company or Firm's Registration Certificate or certificate of incorporation
3. E-PIN (iTAX) certificate with both VAT and income obligations.
4. Valid Tax Compliance Certificate
5. Certified CR12 form from Registrar Company for Limited Companies not more than 3 months old from tender closing. CR12 form from Registrar of Companies, not more than Three (3) months old for limited companies and certified by a Commissioner of Oaths or a Magistrate of the Kenyan Judiciary.
6. Current business permit/council trade license.
7. Evidence of business evidence of physical address (Attach lease agreement or power bills or water bills.
8. Written Power of Attorney granted by the underwriter to the person authorized to sign on behalf of the Underwriter and commissioned by a Commissioner of Oaths
9. Current certificate of registration issued by Association of Kenya insurers
10. The underwriter must submit a list of the reinsurers showing their respective proportions of the retention (cover) if any. Each reinsurer must sign for their proportion of cover. (if providing 100% then this must be indicated, for the year 2022.
11. Evidence of paid up capital of at least Kshs.100 million or as required by the Insurance Regularity Authority at the time of tender submission.
12. Evidence of annual gross premium turnover in previous year of at least Kshs.1.5 Billion in general business for the last three (3) consecutive year's i.e 2021, 2020 & 2019.
13. The underwriter to submit audited accounts for the past three (3) years (2021, 2020 & 2019) signed by the auditor(s) and a copy of the Auditor's/Audit's firm valid ICPAK practicing license for the respective years. This is for determining solvency and liquidity of both the (recommended) Insurance Company.
14. Credit Bureau Rating (CBR), minimum of 400Mks
15. Professional indemnity cover of at least 100Million

STAGE 2 TECHNICAL EVALUATION

The bidder that fulfills all the preliminary mandatory requirements shall be evaluated using the following criteria. A bid that does not meet the requirements under this stage will be disqualified from further evaluation regardless of the cost of their proposal

No.	Evaluation Criteria	Requirement	Mandatory
1	Team Proposed for Assignment:	Academic/Professional Qualifications (Provide copies of academic qualification)	Yes
		Associate ship of either the Chartered Insurance Principal Officer Proposed for the Assignment (Attach copies of signed CVs and Certified certificates) <ul style="list-style-type: none"> • Possession of B. Com Degree Insurance (Option) or equivalent • Provide proof of Possession of ACII/AIIK • Provide proof of possession of certificate of proficiency(COP) • Provide proof of relevant experience of at least Eight (8) Years Technical officers Proposed for the Assignment (Attach copies of signed CVs and Certified certificates)	Yes

No.	Evaluation Criteria	Requirement	Mandatory
		<ul style="list-style-type: none"> Professional qualifications and experience of 2 (two) other technical personnel (Attach copies of signed CVs and Certified certificates): Relevant Degree Possession of ACII/AKII Possession of certificate of proficiency(COP) Provide proof of relevant experience of at least Three (3) Years 	
		Proof of active employment, minimum 3 months before tender closing date must be signed by the respective staff.	Yes
2	Methodology, Operational Plan and Work Plans on Assignment	Assignment Methodology i.e. Execution from Tender award to post contract Stage	Yes
		Assignment Operational Plan in table form detailing execution of the Details of Service	Yes
		Assignment Work Plans indicating the personnel, their timeframes for executing responsibilities under the assignment	Yes
3	Accessibility:	Registered Office and Physical Address Indicated	Yes
		Landline telephone accessibility	Yes
		Mobile telephone accessibility (both Airtel and Safaricom)	Yes
		E-mail accessibility	Yes
		Website accessibility	Yes
4	Premises:	Waiting/Reception Area Meeting Room	Yes
		Records Storage Facility	Yes
		Records Disposal Policy	Yes
		Evidence of existence of Disability Mainstreaming policies and or measures	Yes
		Safety and Emergency Response Capacity	Yes
		Adequacy of staff seating area vis a vis technical staff complement	Yes
5	Technical Capacity:	Availability of website brand domain	Yes
		Availability of e-mail brand domain	Yes
		Availability of desktop computers, laptops and or IPad	Yes
		Availability of Virtual Private Network	Yes
		Availability of Visible and Testable Insurance Software	Yes
6	Administrative Capacity:	Structured Risk Management Capacity(Tenderers' may outsource this capacity but must provide evidence of the agreement or Contract).	Yes

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

(a) – (c) the following criteria shall apply: **Other Criteria;** if permitted under ITT 35.2 (d):

.....

4. Multiple Contracts

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

5. Alternative Tenders (ITT14.1) (Not Applicable)

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

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

6. MARGIN OF PREFERENCE (Not Applicable)

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

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

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

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

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

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

7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically, (Not Applicable)

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings_____.
 - ii) Minimum average annual turnover of Kenya Shillings[insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last____[insert of year] years.]

- iii) At least _____ (*insert number*) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings _____ equivalent.
- iv) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last ____ (*specify years*). The required information shall be furnished in the appropriate form.

b) Pending Litigation

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

c) Litigation History

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

SECTION IV- TENDERING FORMS

1. Form of Tender

INSTRUCTIONS TO TENDERERS

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

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

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

To: _____ [insert complete name of Procuring Entity]

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

SCHEDULE OF TENDERED ITEMS AND PRICES

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

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

Name of Recipient	Address	Reason	Amount

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

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

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

and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and

- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **:.....
[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender]
Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month],
[insertyear].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age Nationality _____

Country of Origin _____ Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title _____ Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory

Sign.....

Position.....

Office address..... Telephone..... E-mail

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable)

Witness Name

Sign

Date

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

SCHEDULE OF PRICES FORM

The Tenderer shall complete columns 5-7 as his /her Tender].

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
Lot No 1	Medical Insurance	<p>Category A Directors -7 member</p> <ul style="list-style-type: none"> • In patient: KShs 2,000,000 • Out-patient: KShs-100,000.00; and • Last Expense: KShs 100,000.00; <p>Category B Management (REREC 1) - 1 member plus 5 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:350,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category C Management (REREC 2-3) – 36 members plus 204 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:300,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category D Management (REREC 4-5) - 55 members 305 dependents</p> <ul style="list-style-type: none"> • KShs: 10M In-patient; • KShs:250,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 	<p>Out-patient medical services: Inpatient Medical Services: Dental cover Optical cover Detailed Maternity Cover Last Expense</p>				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
		<p>150,000.00.</p> <p>Category E Management (REREC 6, 7 & 8) - 376 members 600 dependents</p> <ul style="list-style-type: none"> • KShs: 5M In-patient; • KShs: 175,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category F Management (REREC 9-10) - 62 members 308 dependents</p> <ul style="list-style-type: none"> • KShs: 3M In-patient; • KShs: 150,000.00 out-patient, • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category G Temporary staff (32 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs:100,000; • In – patient KShs:300,000.00 per employee; • Maternity 100,000.00. • Dental Kshs. 50,000.00 • Optical KShs: 50,000.00; and • Last Expense KShs: 100,000.00. <p>Category H Casual Staff (20 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs 50,000.00; • In-patient Kshs 100,000.00 					
TOTAL QUOTE FOR LOT NO 1							
Lot No 2	Provision of General Insurance Cover for REREC						
		Nairobi Stores - Kshs. 1.6 Billion Mombasa Yard - Kshs. 1.5 Billion Kisumu Stores - Kshs. 1.5 Billion	Fire and perils				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
		Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million Kawi House - Kshs 50 Million Nakuru Office – Kshs. 5Million Awasi Yard - Kshs. 800 Million Total: 5,820,000,000.00					
		Nairobi Store - Kshs. 1.6 Billion Mombasa Yard - Kshs. 1.5 Billion Kisumu Stores - Kshs. 1.5 Billion Makuyu Yard - Kshs. 800 Million Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million Kawi House - Kshs 50 Million Nakuru Office – Kshs. 5Million Awasi yard - Kshs. 800 Million Total: 5,820,000,000.00	Burglary				
		Kshs. 15 Million	Fidelity Guarantee Insurance				
		Kshs. 500 Million	Public liability Insurance				
		Kshs. 15 Million	All risks (office accessories)				
		Kshs. 235,535,000.00	Computer All risks				
		Kshs. 5Million	Terrorism, Riots & Sabotage				
		Kshs. 500,000.00	Money Insurance				
		Kshs. 500,000.00	Travel insurance				
		Kshs. 20Million	Goods in transit/ Inland Cover				
		Annual wage roll is Kshs. 21 Million Any one person Kshs. 10Million Any one occurrence Kshs. 25Million Any one year – unlimited	Employers Liability under common law				
		List of vehicles to be provided	Motor vehicle insurance (Private)				
		List of vehicles to be provided	Motor vehicle Insurance (commercial)				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
		Board of Directors (7 No.) and Staff members (563 No.) Limit of indemnity any one person – Kshs 10 million Limit of indemnity any one occurrence – Kshs 25 million	Officers Liability Cover				
TOTAL QUOTE FOR LOT NO 2							
Lot No 3	Provision of General Insurance Cover – Garissa Solar Plant	Building & Infrastructure – Kshs 2,000,775,056.00 Equipment Erection and Installation - 10,118384,752.00 Total Sum Insured – Kshs 12,119,159,808.00	Fire & Perils				
		Loss of Revenue – Kshs 500,000,000.00	Fire Consequential Loss				
		On various machines as per the schedule to be provided later – Kshs 10,118384,752.00	Machinery breakdown				
		Loss of Revenue – Kshs 500,000,000.00	Machinery breakdown (Consequential Loss).				
		Equipment Erection and Installation – Kshs 10,118,384,752.00 Fire Loss – Kshs 100,000,000.00 Total Sum Insured – Kshs 10,218,384,752.00	Burglary				
		Section i: Material Damage Building & Infrastructure – Kshs 2,000,775,056.00 Equipment Erection and Installation – Kshs 10,118,384,752.00 Section ii: Consequential Loss Loss of Revenue - Kshs 500,000,000.00	Political Vileness & Terrorism				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
		Total Sum Insured – Kshs 12,619,159,808.00					
TOTAL QUOTE FOR LOT NO 3							
No 4	Provision of Group Life Cover for 563 no. RERC staff and 7 no. Board Members	<ul style="list-style-type: none"> •Death: Eight (8) times a member’s annual basic salary which escalates on an annual basis. •Funeral Last Expenses: Kshs. 200,000 per member and an additional Ksh 50,000 for any employee’s spouse or dependent child (standalone). •Critical Illness: 30% of Group Life Sum Assured maximum Ksh 5.0 minimum (accelerated). •Permanent Total Disability: Three (3) times a member’s incorporating permanent partial disability (continental scale). •Temporary Total disability: 104 weeks (accidental). 	Provision of Group Life Cover.				
TOTAL QUOTE FOR LOT NO 4							
No 5	Provision of WIBA/Group Personal Accident Cover for 563 no. RERC staff and 7 no. Board Members	<ul style="list-style-type: none"> • Accidental death: earnings of not less than 96 months • Permanent /total disability: earnings of not less than 96 months • Temporary total disability: earnings of not less than 52 weeks • Medical expenses of not less than Kshs.500,000.00; and • Last expense: per category • Free cover limit • The sum assured: Eight (8) times the annual income 	WIBA/Group Personal Accident Cover				
TOTAL QUOTE FOR LOT NO 5							
No 6	Provision of General Insurance Cover						

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – All taxes included.
	Solar installation facilities in primary schools						
TOTAL QUOTE FOR LOT NO 6							
AGGREGATE TOTAL FOR ALL THE LOTS QUOTED							

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

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

Date..... *[insert date]*

TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION

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

Item Insured and name of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) _____

b) _____

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required _____

1. NOTIFICATION OF INTENTION TO AWARD

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

1) For the attention of Tenderer's Authorized Representative Name:
[insert Authorized Representative's name]

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:.....*[insert the name of the Procuring Entity]*

Contract title:*[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Tenderers are listed below.

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

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

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

3) How to request a debriefing

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

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

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

Attention:.....[insert full name of person, if applicable]

Title/position:[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

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

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

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

4) How to make a complaint

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

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

Attention:.....[insert full name of person, if applicable]

Title/position:.....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

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

In summary, there are four essential requirements:

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

5) Standstill Period

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

The Standstill Period may be extended as stated in Section 4 above.
If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____ Name: _____ Title/position: _____ Telephone: _____ Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3 LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature

Name and Title of Signatory :.....

Name of Agency:

Attachment: Contract

4 FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

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

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

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

[name of member] [Authorized Representative]

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____ (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

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

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:..... Duly

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

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

Seal or stamp

**PART II – SCHEDULE OF
INSURANCE
REQUIREMENTS**

TERMS OF REFERENCE

Lot 1: Medical Cover for Staff and Board of Directors

Introduction:

The Energy Act, 2019 established Rural Electrification and Renewable Energy Corporation (REREC) as a successor of the Rural Electrification Authority (REA). REREC has an expanded mandate of spearheading Kenya's renewable energy drive in addition to implementing rural electrification Projects.

It is now compulsory for all employers to provide adequate medical cover for all its employees in accordance with Employment Act, 2007. For this reason, REREC intends to contract the services of an experienced and reputable Medical Insurance Provider to arrange for medical insurance Cover to its Staff.

Objective of the Cover:

The primary objective of the cover is to provide a comprehensive in-patient and out-patient medical Cover for the REREC Board of Directors and staff (including their immediate dependents, i.e. spouses and their children).

Scope:

The provider is expected to provide efficient and effective medical services for Board of directors and members of staff of the Corporation and their (staff) immediate dependants. It should be a service that is easily available and accessible to Directors and members of staff as and when required. The number of the Board of Directors and staff to be covered may change from time to time and the Medical Provider will be advised accordingly.

The following should be NOTED:

- Total number of Board of Directors anticipated to be covered are (7) which may change from time to time;
- Total number of permanent staff to be covered is approximated to be 563 which may change from time to time ;
- Dependants of REREC permanent staff only, that is one spouse and the maximum of four (4) children (dependants) aged between zero year to 20 or the age of twenty five (25) **years** if residing with their parents and enrolled in a recognized post-secondary institution or adult above 25 years who depend on the parents due to unavoidable conditions such as medical challenged adult dependent etc.; and
- Total number of contract employees to be covered during the contract period will be 28 and the number may change from time to time.

Specific services:

The provider is expected to provide the following services:

i. Out-patient medical services:

- Consultation;
- Surgery;

- Dressing ;
- Maternity;
- Dental;
- Optical;
- Physiotherapy;
- Laboratory tests ;
- Circumcision procedures (for persons not older than 18 years)
- Prescribed ARVS
- Pre-existing conditions ,chronic HIV/AIDS and cancer related conditions;
- Congenital conditions;
- HIV/Counseling ,testing and provision of ant-retroviral drugs;
- Attendance to other opportunistic and terminal diseases such as TB, cancer etc; and
- Any other out-patient services agreed with the Corporation and not mentioned herein above.

Other Out-Patient Benefits:

- Diagnostic consultation with a general practitioner registered with the Kenya medical practitioners and dentist board
- Diagnostic consultation with a specialist upon referral by a general practitioner.
- Laboratory investigations and x-rays, electrocardiograms, encephalograms, audiograms, radiotherapy or chemotherapy.
- Prescription medicines
- Outpatient procedures e.g. dressing.

ii. Inpatient Medical Services:

- General in patient service
- Medical services for pre-existing conditions ,chronic HIV/AIDS and cancer related conditions;
- Medical service for Congenital conditions;
- Circumcision procedure (for persons not older than 18 years)
- Medical services for HIV/AIDSs including counseling ,treatment , providing anti-retroviral and other related drugs ;
- Medical services for other terminal diseases and cancerous related illness;
- Provision of drugs to Board members and staff and their (staff) dependants as prescribed by a medical practitioner.

Other in-patient benefits:

- Accommodation for parent/guardian accompanying a child below 6 years
- Doctor's, Surgeons, and specialist fees.
- Laboratory investigations, x-rays, ultrasound, ECG, MRI scans
- Prescribed drugs, dressings, surgical appliances, and nursing procedures.
- Theatre including surgeon's fees and anesthetists' fees.

- Intensive care (ICU)/High Dependency Unit (HDU)
- Radiotherapy, chemotherapy, physiotherapy
- Gynecological treatment
- Day Care surgery
- Post hospitalization visits/follow-ups after discharge
- **Local road and air** evacuation in case of transfers

iii. Enhanced medical cover

iv. Road air Evacuation

The details of the covers shall be provided by the service provider and shall form part of the scope envisaged.

v. Unique salient features (Added Values)

- Claim reimbursement
- Any expenses for medical examinations done for check-up purposes not arising out of sickness or accident
- Cover outside Kenya On holiday & Business Six weeks
- Qualified and dedicated personnel with ability to address customer queries
- 24 hour emergency/ help line
- Evacuation abroad for treatment not locally available
- Regular utilization reports
- Regular utilization reports
- Credit Facilities available to all the major hospitals across the country
- Health talks

Detailed Dental Benefits:

The Dental cover provides for:

- Cost of fillings
- Root canal
- X-rays,
- Polishing and Scaling necessitated by a prevailing medical conditions and authorized by a doctor
- Tooth extractions including surgical extraction together with anesthetics fees
- decay.

Detailed Optical Benefits:

The Optical cover provides for;

- Expenses related to eye treatment
- Eye testing
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve.
- The supply and fitting of eyeglasses and frames on a prescription only from the Company's approved ophthalmologist.

- The prescribed spectacles will be acquired from an approved optician, Please note that eyeglasses are limited to one pair every two years, unless otherwise proven to be medically necessary

Detailed Maternity Cover Benefits:

Maternity cover will cater for;

- Delivery expenses,
- Pre-natal care
- Post-natal care and ultrasounds all within the maternity limit.

Country wide Network:

The Medical Insurance Provider is expected to have a country wide Network that can enable Board of Directors and staff of REREC plus their (staff) dependants to access medical services as and when the need arises. Where such facilities registered by the Medical Insurance Provider cannot be accessed, the Medical Insurance Provider should be able to:

- a) Meet/ reimburse the cost of treatment of Board members, employees and their (staff) dependents and/or
- b) Liaise with the local medical institutions and private doctors to offer the needed service.

Such a scenario may be in cases of emergency and being in a region where the Medical Insurance Provider does not have a network. This will ensure that the staff and Board of Directors of REREC are at all times able to access medical attention in the course of their duties anywhere in the country.

REREC will provide the Medical insurance provider with a list of the areas of operations outside Nairobi to enable them arrange for appropriate medical facilities for the staff and the Board of Directors of REREC.

Provision of Quarterly Reports:

The Medical Insurance Provider is expected to furnish the Corporation with quarterly returns on the utilization of the employee's medical entitlements to enable the Corporation inform the staff accordingly.

Misuse of the Medical Cover:

The Medical Insurance Provider is expected to report to REREC immediately in case of any misuse of the medical cover by the beneficiaries.

Reporting:

The Medical Insurance provider shall be responsible to the Chief Executive Officer of REREC through the Human Resources Manager.

Outputs/Deliverables:

The Medical Insurance Provider shall be responsible for the following deliverables:

- (i) Conduct a debriefing exercise and submit a report;
- (ii) Furnish the Corporation with the package of the Employee Health Insurance Scheme it offers and how it operates, giving full details;
- (iii) Do a presentation of the services that they offer;
- (iv) Send monthly statements to staff to ensure that staff does not overshoot their limits.
- (v) Submit Quarterly reports on the progress of the medical scheme and its utilization by individual staff members; and
- (vi) Educate REREC staff on medical cover Benefits and the Hospitals to be used. There will be a meeting with the staff lectures 5 times (in the five regions)
- (vii) Inpatient non accidental Dental cover
- (viii) Inpatient non accidental Optical
- (ix) Laser eye treatment/cataract procedure

Requirements:

The Medical Insurance Provider is expected to:

- Submit to the Corporation a certificate of Registration with the Commissioner of Insurance;
- Submit a certificate of registration as a Medical Insurance provider registered with the relevant body in Kenya;
- Submit to the Corporation audited accounts for the last three (3) years;
- Furnish the Corporation with at least five (5) major Reference firms whose employees' medical schemes the Medical Insurance Provider is currently managing;
- Have a working experience of at least five (10) years as a medical Insurance Provider; and
- Evidence of nominal share capital of Kenya Shillings Fifty Million (50,000,000) as evidenced by a current CR12 within three months (3).
- Submit the list of key staff with their curriculum vitae for the purpose of verifying relevant skills and experience.
- The provider should be able to offer post-retirement medical services and registered by the relevant bodies in Kenya.
- The provider must be a member of the association of Medical Insurance providers of Kenya (MIPK 2020)

Date of inception/ commencement:

The Medical Insurance Provider is expected to start providing the employee medical cover from the date of execution of the contract or as may be agreed.

Period of Cover:

The contract period shall be **two (2) years** based on satisfactory performance in the first year as determined by the client from the date of the execution of the contract. The contract may be renewed for another twelve (12) months by mutual agreement between parties or terminated before the expiry date by mutual agreement between parties.

SUMMARY OF THE NUMBER TO BE COVERED AND OTHER DETAILS

Categories	REREC	M	M+1	M+2	M+3	M+4	M+5	M+6	Dependants	Total Staff
A	DIRECTORS	7								7
B	REREC 1						1		5	1
C	REREC 2&3	1		2	7	18	4		204	36
D	REREC 4&5	6	3	8	12	22	3	2	305	55
E	REREC 6,7&8	33	32	65	101	40	5	4	600	376
F	REREC 9&10	3	6	5	10	7	3	2	308	62
H	TEMPORARY	28								28
I	CASUALS	20								20

Staff Entitlement

Item	Description
Total number to be covered;	<ul style="list-style-type: none"> • 7 (Seven) Board Members, 535 permanent REREC staff, 28 Temporary staff , 20 staff on casual terms and 1422 dependents of REA staff. • Children from Zero years to 25 years for Maximum of four Children if residing with their parents and enrolled in a recognized post-secondary institution or adult above 25 years who depend on the parents due to unavoidable conditions such as medically challenged adult dependent etc; and One Spouse • Estimated Total of No.1957
No. Of groups Directors, permanent Staff, Contract staff)	<ul style="list-style-type: none"> • All Directors per Annum • All levels of the management cadre per Annum • Contract Staff per employee per Annum
Category and Limits per Category	<p>Category A Directors -7 member</p> <ul style="list-style-type: none"> • In patient: KShs 2,000,000 • Out-patient: KShs-100,000.00; and • Last Expense: KShs 100,000.00; <p>Category B Management (REREC 1) - 1 member plus 5 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:350,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00.

Item	Description
	<p>Category C Management (REREC 2-3) – 36 members plus 204 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:300,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category D Management (REREC 4-5) - 55 members 305 dependents</p> <ul style="list-style-type: none"> • KShs: 10M In-patient; • KShs:250,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category E Management (REREC 6, 7 & 8) - 376 members 600 dependents</p> <ul style="list-style-type: none"> • KShs: 5M In-patient; • KShs: 175,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category F Management (REREC 9-10) - 62 members 308 dependents</p> <ul style="list-style-type: none"> • KShs: 3M In-patient; • KShs: 150,000.00 out-patient, • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category G Temporary staff (32 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs:100,000; • In – patient KShs:300,000.00 per employee; • Maternity 100,000.00. • Dental Kshs. 50,000.00 • Optical KShs: 50,000.00; and • Last Expense KShs: 100,000.00. <p>Category H Casual Staff (20 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs 50,000.00; • In-patient Kshs 100,000.00
What will be covered	As per Terms of Reference
Period of Cover (2years)	Two (2) years which may be renewed or terminated by mutual agreement between parties.
Mode of Payment	In three lumps sum installment July 2022, Dec 2022, June 2023

Item	Description
Payment for new members	To be made with the next lump sum
Last Expense	As indicated per category: payable within 48 hours of confirmation of death of a member of the scheme by the employer
Period of cover	24 months subject to satisfactory work in the first 12 months, accompanied by a report. Which may be renewed or terminated by mutual agreement between parties
What will be covered;	As per Terms of Reference

Lot 2: GENERAL & ASSET INSURANCE COVERS

INTRODUCTION

The Energy Act, 2019 established Rural Electrification and Renewable Energy Corporation (REREC) as a successor of the Rural Electrification Authority (REA). Under the new dispensation, REREC has an expanded mandate of spearheading Kenya's renewable energy drive in addition to implementing rural electrification projects. The major challenge that faces most organizations in the 21st century is the management of comprehensive insurance cover. In this regard, REREC intends to contract the services of an experienced Insurance provider to provide it with various general insurance and asset covers for the Corporation

OBJECTIVE OF COVERS

The primary objective is to provide general and asset insurance covers to cover specified risks as set out in the scope herein.

SCOPE

The provider is expected to provide Fire & Perils, Burglary , Fidelity Guarantee Insurance, Public Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, Money Insurance, Travel Insurance, Goods in Transit/Inland Cover, Employers Liability Insurance (Common Law), Director's & Officer's Liability Insurance, Professional Indemnity Insurance, Motor Vehicle Insurance (Private) and Motor Vehicle Insurance (Commercial) Covers for the Corporation. .

SPECIFIC SERVICES

The provider is expected to;

- a.) Liaise with the Administration Department to get the details of all requisite information pertinent in facilitating provision of the said covers;
- b.) Keep the details provided confidentially and update them as advised from time to time by REREC through its authorized representatives. (Any changes shall only be provided by a duly authorized officer of the client);
- c.) The provider is expected to provide Fire & Perils, Burglary, Fidelity Guarantee Insurance, Public, Liability Insurance, All Risks (office accessories), Computer all risk, Property Terrorism, Riots & Sabotage, Money Insurance, Travel Insurance, Goods in Transit/Inland Cover, Employers Liability Insurance (Common Law), Director's & Officer's Liability Insurance, Motor Vehicle Insurance (Private) and Motor Vehicle Insurance (Commercial) Covers for the Corporation;
- d.) The insurance provider is expected to provide Group Life Cover and appoint a contact person who shall be responsible/managing the said cover;
- e.) Provide appropriate improvement recommendations on the cover;

f.) Such services as may be related or ancillary to the due performance of the above work.

PROVISION OF QUARTERLY CLAIMS UPDATE

The insurance provider is expected to furnish REREC with quarterly claim updates in respect of claims arising out of the specific insurance covers.

REPORTING

The insurance provider shall be responsible to the Chief Executive Officer of REREC through the Manager, Legal Services.

OUTPUT/DELIVERABLES

The insurance provider shall be responsible for the following deliverables;

- a.) Conducting a debriefing exercise and submit a report;
- b.) Furnish REREC with a policy document within Seven (7) days of signing of the contract;
- c.) Undertake a scope of cover and claims procedure presentation;
- d.) Submit quarterly claims update on pending claims.

DATE OF INCEPTION/COMMENCEMENT

The insurance provider is expected to start providing the employees with the General Insurances cover on the date of execution of the contract.

PERIOD OF COVER

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months by mutual agreement based on the performance.

SCOPE OF SERVICES

The following conditions shall be adhered to;

- a.) Structure and obtain optimum policy cover from the underwriters in accordance with the tender submission;
- b.) The cover provided by the underwriter should be as in the tender document and should not be restricted by way of warranties endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with the REREC not later than fifteen (15) days from the inception of the cover;
- c.) Ensure proper claims administration by fully coordinating prudent requirements between REREC and the selected underwriter;
- d.) Provide prompt and satisfactory service on the general management of the insurance cover, policy, correspondence and claim review meetings;
- e.) Ensure preparation of monthly claims bordereaux reports, which must be submitted to REREC by 15th of the following month;
- f.) Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- g.) Carry out loss control surveys and make appropriate risk improvement recommendations;
- h.) Ensure that the sum insured under the policy will be adjustable accordingly by suitable means at the discretion of REREC from time to time;
- i.) Provide prompt and satisfactory service on the general management of the insurance cover, policy, correspondence and claim review meetings;
- j.) Analyze, review and scrutinize the policy document and any endorsements there-in prior to forwarding to REREC;
- k.) Negotiate with the qualified underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- l.) Guide REREC in preparing all documentation relating to any claim made under the cover;

- m.) Ensure that all claims made by REREC are settled by the underwriter within the stipulated time;
- n.) Provide appropriate improvement recommendations on the cover; and
- o.) Such services as may be related or ancillary to the due performance of the above work.

1. DETAILS OF COVER

a.) FIRE POLICIES & PERILS AND OTHER INSURANCES

LOT 2 – GENERAL INSURANCE COVER			
Category of Insurance	Particulars of Insurance	Details	Sum Assured (Kshs.)
A	Fire and perils	<p>REREC offices at Kawi House, Nairobi, Nakuru, Mombasa, Kisumu, Eldoret and Nyeri.</p> <p>Materials in REREC stores at Nairobi, Yards in Kisumu, Mombasa, Makuyu, County offices, Mweiga and Awasi yard.</p> <p>On office equipment, computers and other electronic equipment, furniture, communication equipment's, documents and accessories.</p>	<p>Nairobi Stores - Kshs. 1.6 Billion Mombasa Stores – Kshs. 1.5 Billion Kisumu Store – Kshs. 1.5 Billion Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million KAWI House – Kshs.50 Million Nakuru Office – Kshs. 5Million Awasi Yard - Kshs. 800 Million</p> <p>Total: 5,820,000,000.00</p> <p>All the above should be endorsed on the policy document</p>
B	Burglary	<p>REREC offices at Kawi House, Nairobi, Nakuru, Kisumu, Mombasa and Nyeri</p> <p>Materials in REREC stores at Nairobi, Yards in Kisumu, Mombasa, Makuyu, County offices, mweiga and Awasi yard.</p> <p>On office equipment, computers and other electronic equipment, furniture, fixtures, communication equipment and accessories.</p>	<p>Nairobi Store - Kshs. 1.6 Billion Mombasa Yard - Kshs. 1.5 Billion Kisumu Stores - Kshs. 1.5 Billion Makuyu Yard - Kshs. 800 Million Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million Kawi House - Kshs 50 Million Nakuru Office – Kshs. 5Million Awasi yard - Kshs. 800 Million</p> <p>Total: 5,820,000,000.00</p> <p>All the above should be endorsed on the policy document</p>
C	Fidelity Guarantee Insurance	<p>Four hundred and seventy nine (479) permanent REREC staff, twenty three (23) temporary staff and seven (7) staff on contract. This number may however vary from time to time.</p> <p>Indemnity against loss of money/stock through fraud or dishonesty of employees.</p>	<p>Total: Kshs. 15 Million</p> <p>All the above should be endorsed on the policy document</p>

LOT 2 – GENERAL INSURANCE COVER

Category of Insurance	Particulars of Insurance	Details	Sum Assured (Kshs.)
D	Public liability Insurance	Indemnity against insured's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out of insured's operations.	Kshs. 500 Million All the above should be endorsed on the policy document
E	All risks (office accessories)	Office equipment and accessories at the REREC offices at Kawi, Nyeri, Nakuru, Mombasa, Kisumu, Eldoret, REREC Stores, County offices and yards. This will include theft of materials and equipment being transported from REREC Stores and Premises to various sites and or destinations.	Kshs. 15 Million All the above should be endorsed on the policy document
F	Computer All risks	Computers and accessories thereof, software programmers and reconstruction of data damage any servers within REREC including cyber- attack. Indemnity against physical loss or damage to computers, accessories and other electronic equipment.	Kshs. 235,535,000.00 All the above should be endorsed on the policy document with a provision for "new or old". Rerec is currently updating this list and the figure will likely change
G	Terrorism, Riots & Sabotage	Material damage, terrorism, sabotage, mutiny, insurrection, riot, strike & civil commotion and business interruption at REREC offices at KAWI House Nairobi, Mombasa, Nakuru, Kisumu, Eldoret and Nyeri	Kshs. 5Million All the above should be endorsed on the policy document
H	Money Insurance	Loss/Damage to safes, strong room Money in transit from the offices/premises to the bank and vice versa; Money on premises out of the safe outside business hours; Money on premises in and out of the safe during and/or outside business hours; Cash in custody of authorized employees. Estimated annual carry Kshs 6 million	Kshs. 500,000.00 All the above should be endorsed on the policy document
I	Travel insurance	An estimated 100 staff members and board members are expected to	Kshs. 500,000.00

LOT 2 – GENERAL INSURANCE COVER

Category of Insurance	Particulars of Insurance	Details	Sum Assured (Kshs.)
		travel outside the country during the contract period	
J	Professional Indemnity	Four hundred and seventy nine (479) permanent REREC staff, twenty three (23) temporary staff and seven (7) staff on contract. This number may however vary from time to time. Protects the insured from legal liability that may arise due to acts of negligence, error or omission in the rendering of or failure to render professional services for others in the insured's capacity as a professional.	Kshs 500Million
K	Director's & Officer's Liability	Board of Directors (7 No.) and Staff members (563 No.) Limit of indemnity any one person – Kshs 10 million Limit of indemnity any one occurrence – Kshs 25 million	Aggregate Limit – Kshs 3,400,000,000
L	Employer's Liability	Provides insurance cover to the insured against legal liability and costs incurred as a result of employer's statutory duty at common law, on employees due to accidental death, bodily injury/illness and occupational diseases while on duty Any one person – Kshs 10 million Any one occurrence –Kshs 25 million	Estimated annual earnings – Kshs 2,151, 285.00
M	Goods in transit/Inland Cover	Picking of materials is a continuous activity throughout the year. The cover is for materials that are picked by one contractor at any time. Indemnity against loss or damage to goods in transit following fire, theft or consequent upon collision or accidental overturning of conveyance.	Kshs. 20Million

LIST OF COMPUTERS AND OTHER ELECTRONIC EQUIPMENTS

No	Item	No	Estimated market price	Amount (kshs.)
1	Desktop Computers	146	80,000	11,680,000.00
2	Laptops	178	90,000	16,020,000.00
3	Printers	76	90,000	6,840,000.00
	Large format printer	1	1,000,000	1,000,000.00
4	I pads	50	90,000	4,500,000.00
6	Servers and related accessories			173,000,000.00
7	Central UPS	2		6,200,000.00
8	Scanners	3	45,000	135,000.00
9	Heavy duty Kyocera printers	19	800,000	15,200,000.00
10	Smart phones	16	60,000	960,000.00
	TOTAL			235,535,000.00

b.) MOTOR INSURANCE

Category of Insurance in the Lot	Particulars Of Insurance	Details	Sum Assured (Kshs.)
L	Motor vehicle insurance (Private)	To cover accidental damage to the motor vehicle by collision, overturning, fire, explosion and Floods. The policy should also cover loss or damage by theft as well as third party liability occasioned by use of the insured motor vehicle.	List of vehicles to be provided pending valuation which Rerec intends to carry out
		Third party persons: Unlimited. Third party property : Kshs.5,000,000.00 Passengers Liability : Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Towing charges : Kshs.100,000.00 Windscreen : Kshs.80,000.00 Radio Cassette : Kshs.50,000.00 Medical expenses : Kshs.50,000.00 Repair Authority : Kshs.50,000.00 Own damage claims: 2.5% of value Min. Kshs.15,000.00 Max. 100,000.00 Theft Excess: 5% of value Min. Kshs. 20,000.00 Inclusive of Political violence & Terrorism and Riot & strikes Inclusive of Excess protector(Own damage & partial theft)	
M	Motor vehicle Insurance (commercial)	To cover accidental damage to the motor vehicle by collision, overturning, fire or explosion. The policy should also cover loss or damage by theft as well as third party liability occasioned by use of the insured motor vehicle.	List of vehicles to be provided pending valuation which Rerec intends to carry out

Category of Insurance in the Lot	Particulars Of Insurance	Details	Sum Assured (Kshs.)
		Third party persons: Unlimited. Third party property : Kshs.5,000,000.00 Passengers Liability : Kshs.3,000,000.00 per person Kshs.50,000,000.00 per event Towing charges : Kshs.100,000.00 Windscreen : Kshs.50,000.00 Radio Cassette : Kshs.50,000.00 Medical expenses : Kshs.50,000.00 Repair Authority : Kshs.50,000.00 Own damage claims: 5% of value Min. Kshs.20,000.00 Max. Kshs 100,000.00 Theft Excess: 5% of value Min. Ksh. 20,000.00 Inclusive of Political violence & terrorism and Riot & strikes Inclusive of Excess protector(Own damage & partial theft) Third party persons : Unlimited.	

Lot 3: General Insurance Cover – Garissa Solar Plant

Category of Insurance In The Lot	Particulars Of Insurance	Details	Sum Assured (Kshs.)
A	Fire & Perils	Building & Infrastructure Equipment Erection and Installation Total Sum Insured	2,000,775,056.00 10,118,384,752.00 12,119,159,808.00
B	Fire Consequential Loss	Loss of Revenue	
C	Machinery breakdown	On various machines as per the schedule to be provided later	10,118,384,752.00
D	Machinery breakdown (Consequential Loss).	Loss of Revenue	
E	Burglary	Equipment Erection and Installation Fire Loss Total Sum Insured	10,118,384,752.00 100,000,000.00 10,218,384,752.00
G	Political Violence & Terrorism	Section i: Material Damage Building & Infrastructure Equipment Erection and Installation Section ii: Consequential Loss Loss of Revenue	2,000,775,056.00 10,118,384,752.00

Lot 4: Group Life Insurance (GLI) Scheme for the members of Staff and Board of Directors

INTRODUCTION

Rural Electrification and Renewable Energy Corporation (REREC) is a state corporation established under the Energy Act, 2019. REREC requires Insurance Services through competent **INSURANCE BROKERS**. The Insurance Contract entails provision of Group Life Assurance and Funeral (Last) Expense Cover for Rural Electrification and Renewable Energy Corporation Board of Directors and Staff members. The cover will run for a period of Twelve (12) Months and is subject to annual renewal at the sole discretion of REREC and upon satisfactory performance. A member's cover will cease immediately he/she leaves service of the Corporation.

OBJECTIVE OF COVER

The primary objective is to provide a Group Life cover for the Board of Directors and members of staff of REREC.

SCOPE

The provider is expected to provide Group Life cover for the Board of Directors members of staff of REREC which should cover, death benefit, critical illness benefit and funeral benefits.

The details of class/cover of insurance required are provided here below:

		Details
1.	Period of Insurance	Twelve (12) Months
2.	Summary of Cover	Payment of defined benefits in the event of death of a member from any cause while in employment of REREC or his/her disappearance while in active service of the Corporation.
3.	Persons Covered	Rural Electrification and Renewable Energy Corporation Board of Directors (7 No.) and Staff members (563 No.)
4.	Benefits	<ul style="list-style-type: none">• Death: Eight (8) times a member's annual basic salary which escalates on an annual basis.• Funeral Last Expenses: Kshs. 200,000 per member <u>and an additional Ksh 50,000 for any employee's spouse or dependent child (standalone)</u>• Critical Illness: <u>30% of Group Life Sum Assured maximum Ksh 5.0 minimum (accelerated)</u>• Permanent Total Disability: Three (3) times a member's incorporating permanent partial disability (continental scale).• Temporary Total disability: <u>104 weeks (accidental)</u>• Provision for free cover limit

N/B.

- **List all exclusions and riders if any**
- The insurer should provide a free cover of at least Kshs. 5 Million
- Incase of a claim lodged in respect of an employee who is on suspension /interdiction or

whose salary has been wholly or partially withheld for whatever reason but who is still an employee of the Corporation at the time of occurrence of an incident necessitating a claim, the salary that has been declared in this document in respect of that employee shall be used for purposes of determining amount of benefits payable. The requirement to produce a last payslip shall therefore not apply in such a case.

- The policy to have a cancellation notice of at least 60 days.

Bidders should give a detailed write-up on how the cover is going to be

SPECIFIC SERVICES

The provider is expected to;

- a) Liaise with the Human Resource Department to get the details of all the employees pertaining to their names, categories and earnings;
- b) Keep the details of employees confidentially and update them as advised from time to time by REREC through its authorized representatives. (Any changes to the list of staff members shall only be provided by a duly authorized officer of the client);
- c) The insurance provider is expected to arrange Group Life Cover and appoint a contact person who shall be responsible/managing the said cover;
- d) Ensure that upon notification of any death by REREC, the insurance provider promptly coordinates the claim settlement process until the claim is fully settled within 30 days;
- e) Provide appropriate improvement recommendations on the cover; and
- f) Such services as may be related or ancillary to the due performance of the above work.

PROVISION OF QUARTERLY CLAIMS UPDATE

The insurance provider is expected to furnish REREC with quarterly claim updates under the cover.

REPORTING

The insurance provider shall be responsible to the Chief Executive Officer of REREC through the Human Resource Manager.

OUTPUT/DELIVERABLES

The insurance provider shall be responsible for the following deliverables;

- a) Conducting a debriefing exercise and submit a report;
- b) Furnish REREC with a policy document within Seven (7) days of signing of the contract;
- c) Undertake a scope of cover and claims procedure presentation;
- d) Submit quarterly claims update on injured employees; and
- e) Give regular endorsements of the added staff and premiums due as and when necessary.

DATE OF INCEPTION/COMMENCEMENT

The insurance provider is expected to start providing the employees with Group Life Cover on the date of execution of the contract.

PERIOD OF COVER

The contract period shall be Twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months following the contract period by mutual agreement subject to the result of the performance evaluation to be undertaken by REREC at the beginning of the third quarter. (i.e. January of each subsequent year)

DETAILS OF COVER

- a) The Group Life cover to cater for a member of staff only with the master policy in favour of REREC.
- b) The policy is to cover the staff of REREC for the following;
 - i.) The cover should be quoted in terms of Insurance cover for Eight (8) times the annual income;
 - ii.) Last expense;
 - iii.) The group life cover to cater for Critical Illness; and
 - iv.) Provision for free cover limit
- c) The schedule is made up of the following; Current staff and annual income.
- d) Name exclusion (s) and riders if any.

CURRENT STAFF AND ANNUAL INCOME

Separate advice and details will be sent directly to the tenderer's authorized persons by REREC's Human Resources Manager. Any further details and updates shall be provided by the Human Resources Manager. NB! Give a detailed write-up on how the cover is going to be administered.

Benefit Payable:

During the period of cover, existing REREC Board of Directors and Staff members and also for any new Board of Directors and Staff members, the benefit will be based on:

Particulars of Insurance	Details	Value to be insured in Ksh
Group Life Insurance for REREC staff	No of active members is 563	Ksh 109,995,100.00
Group Life Insurance for Board Members	7 Board Members	Kshs 560,000.00

Beneficiary nomination:

Each member of staff will nominate one or more beneficiaries. The benefit must be payable through REREC within two weeks on submission of the original death Certificate and other relevant documents.

SUMMARY ON WIBA: (BASIC SALARY)

Total number of staff to be covered is 563 members at a total monthly pay of 109,995,100.00 as illustrated below: -

	JOB GROUP (REREC 1-10)	TOTAL NUMBER OF STAFF IN EACH JOB GROUP	MONTHLY PAY (Approximately)
Board of Directors		7	560,000.00
Chief Executive Officer	1	1	620,000.00
General Managers	2	6	3,025,800.00
Managers	3	27	8,621,100.00
Principals	4	29	9,984,700.00
Chief Engineers/Officers	5	26	7,391,800.00
Senior Engineers/Officers	6	137	32,797,800.00
Engineers/ Officers	7	76	15,686,400.00
Assistant Engineers/Officers	8	163	23,064,500.00
Drivers/Plant Operators	9	27	3,010,500.00
Supplies Assistants/Plant Operators	10	35	2,502,500.00
Temporary staff		28	3,290,000.00
TOTAL		563	109,995,100.00

Lot 5: WIBA WORKMAN'S INJURIES BENEFITS ACT/COVER FOR THE MEMBERS OF STAFF AND BOARD OF DIRECTORS

Introduction

Rural Electrification and Renewable Energy Corporation (REREC) is a state corporation established under the Energy Act, 2019. REREC requires Insurance Services through competent **INSURANCE BROKERS**. The Insurance Contract entails provision of Group Life Assurance and Funeral (Last) Expense Cover for Rural Electrification and Renewable Energy Corporation Board of Directors and Staff members. The cover will run for a period of Twelve (12) Months and is subject to annual renewal at the sole discretion of REREC and upon satisfactory performance. A member's cover will cease immediately he/she leaves service of the Corporation.

OBJECTIVE OF COVER

The primary objective is to provide a WIBA cover with a ride of Group Personal Accident Cover for the members of staff and Board of Directors of REREC.

SCOPE

The provider is expected to provide WIBA/Group Personal Accident Cover for the members of staff

and Board of Directors of REREC.

SPECIFIC SERVICES

- a) Liaise with the Human Resource Department to get the details of all the employees and Directors pertaining to their names, categories and earnings.
- b) Keep the details [of employees and Directors confidentially and update them as advised from time to time by REREC.
- c) Through its authorized representatives (Any changes to the staff/Director's list or details shall only be provided by duly authorized officer of the client)
- d) The provider is expected to provide WIBA/Group Personal Accident Cover for the members of staff and the Board of Directors of REREC and appoint a contact person who shall be responsible/ managing the said cover.
- e) Provide appropriate improvement recommendation on the cover
- f) Such services as may be related or ancillary to the due performance of the above work.

PROVISION OF QUARTERLY CLAIMS UPDATE

The Insurance provider is expected to furnish REREC with quarterly claim updates in respect of injured employees.

REPORTING

The Insurance provider shall be responsible to the Chief Executive Officer of REREC through the Human Resources Manager.

OUTPUT/DELIVERERABLES

The Insurance provider shall be responsible for the following deliverables;

- a) Conducting a debriefing exercise and submit a report.
- b) Furnish REREC with policy document within Seven (7) days of signing of the contract.
- c) Undertake a scope of cover and claims procedure presentation
- d) Submit quarterly claims update on injured employees; and
- e) Give regular endorsements of the added staff and premiums due as and when this happens.

DATE OF INCEPTION/COMMENCEMENT

The Insurance provider is expected to start providing the employees with the WIBA/Group Personal Accident Cover on the date of execution of the contract.

PERIOD COVER

The contract period shall be twelve (12) months from the date of the execution of the contract. The contract may be renewed for another Twelve (12) months by mutual agreement subject to performance.

DETAILS OF COVER

- a) The cover to cater for principal member only with the master policy in favour of REREC
- b) The policy is to cover the staff of REREC for the following;

- i) Accidental death: earnings of not less than 96 months
- ii) Permanent /total disability: earnings of not less than 96 months
- iii) Temporary total disability: earnings of not less than 52 weeks
- iv) Medical expenses of not less than Kshs.500,000.00; and
- v) Last expense: per category
- vi) Free cover limit
- vii) The sum assured: Eight (8) times the annual income
- viii) The schedule is made up of the current staff, Board of Directors and annual income.
- ix) Name exclusion (s) if any.

SUMMARY ON WIBA

Total number of staff to be covered is 563 members at a total monthly pay of 109,995,100.00 as illustrated below: -

	JOB GROUP (REREC 1-10)	TOTAL NUMBER OF STAFF IN EACH JOB GROUP	MONTHLY PAY (Approximately)
Board of Directors		7	
Chief Executive Officer	1	1	620,000.00
General Managers	2	6	3,025,800.00
Managers	3	27	8,621,100.00
Principals	4	29	9,984,700.00
Chief Engineers/Officers	5	26	7,391,800.00
Senior Engineers/Officers	6	137	32,797,800.00
Engineers/ Officers	7	76	15,686,400.00
Assistant Engineers/Officers	8	163	23,064,500.00
Drivers/Plant Operators	9	27	3,010,500.00
Supplies Assistants/Plant Operators	10	35	2,502,500.00
Temporary staff		28	3,290,000.00
TOTAL		563	109,995,100.00

Lot 6: GENERAL INSURANCE COVER SOLAR INSTALLATION FACILITIES IN PRIMARY SCHOOLS

INTRODUCTION.

The corporation has implemented stand-alone solar PV systems in Public primary and secondary schools in support with the DLP learning programme. The schools are spread out within the country. The total number of primary schools installed with solar are 4381 while secondary schools are 58. For this reason the Corporation seeks to insure the hardware components of these systems.

1. Primary Schools

a) Scope of works.

The scope of work involve supply, installation, testing and commissioning of new solar PV systems in the public primary schools and maintenance of the systems. Wiring is done for five classes in each school. The main components of the systems are solar panels,

Solar Inverters / charger and Solar batteries. Table 1 below shows the full description of all components installed in the Solar system.

Table 1

ITEM	DESCRIPTION	Unit	Qty per school
1	20W 2 FT LED tube light Fitting With Tube - AC	No.	20
2	8W 2 FT LED tube lighting with fitting - AC	No.	15
3	3 Gang 1 way Switch	No.	5
4	2 Gang 1 way Switch	No.	2
5	Switch Boxes	No.	38
6	Joint Boxes	No.	10
7	13A Socket Outlets	No.	31
8	2v400AH Solar Battery lead-carbon	No.	12
9	12v/200AH Solar Battery Deep Cycle - Gel	No.	10
10	300W Solar Module	No.	6
11	120W Solar Module	No.	14
12	2000W Inverter/charger True Sine Wave	No.	1
13	4,000W Inverter True Sine Wave	No.	1
14	1,000W Inverter True Sine Wave	No.	1
15	1,500W Inverter True Sine Wave	No.	1
16	30A Charge Controller	No.	1
17	60A Charge Controller	No.	2
18	60A 4 way consumer unit with 4MCBs each	No.	2
19	1.5 sq.mm PVC Twin Cable with Earth	M	300
20	2.5 sq.mm PVC Twin Cable with Earth	M	200
21	6 sq. mm PVC Twin Cable With earth	M	15
22	10 sq.mm PVC Twin Cable with Earth	M	15
23	16 sq.mm PVC Twin Cable with Earth	M	30
24	50 sq.mm PVC Twin Cable	M	10
25	60A Isolator double pole	No.	1
26	100A Isolator double pole	No.	1
27	60A Battery Fuse and Carrier; wall mounted	No.	1
28	100A Battery Fuse and Carrier; wall mounted	No.	1
29	150A Inverter Fuse and Carrier; wall mounted	No.	1
30	Factory made Battery rack 2 x 400AH battery (12 no	No.	1
31	Battery Rack 10x200AH batteries	No.	1
32	2" Wood Screws	Pkts	4
33	Tower Clips	Pkts	6
34	20 SQ MM PVC Conduit H/G	M	400
35	Trenching for connecting buildings	M	100

ITEM	DESCRIPTION	Unit	Qty per school
36	Wall chasing and making good	Sum	1
37	Earth rod with clamps	No.	1
38	Earth lead cable	M	20
39	Roof mounting structure 14 no panel 120Wp	No.	1
40	Roof mounting structure 6 no panel 300wp	No.	1
41	Loop-in boxes & Accessories	No.	1
42	Labor and Transport	Sum	1

b) Summary of Primary schools installed with solar Per region and County

Item	Region	County	No of Schools		
			All	Solar	Per Region
1	Nairobi North	Nairobi	74	-	
2	Nairobi South	Machakos	1,795	55	200
3		Makueni		145	
4	Nairobi West	Kajiado	481	212	212
5	Mt Kenya	Tharaka Nithi	3,224	129	513
6		Laikipia		76	
7		Nyeri		-	
8		Kirinyaga		1	
9		Meru		22	
10		Muranga		1	
11		Marsabit		153	
12		Isiolo		102	
13		Embu		29	
14		Central Rift		Nakuru	
15	Baringo		292		
16	Bomet		1		
17	Kericho		3		
18	Nyandarua		2		
19	Narok		405		
20	Samburu		245		
21	Western	Siaya	3,807	10	46
22		Kakamega		16	
23		Busia		6	
24		Bungoma		14	
25		Vihiga		-	
26		Kisumu		-	
27	North Eastern	Kiambu	2,586	-	1,360
28		Kitui		625	
29		Wajir		252	
30		Mandera		266	
31		Garissa		217	

Item	Region	County	No of Schools		
			All	Solar	Per Region
32	Coast	Mombasa	1,557	-	455
33		Tana River		163	
34		Kilifi		129	
35		Taita taveta		12	
36		Kwale		77	
37		Lamu		74	
38		South Nyanza		Nyamira	
39	Homa Bay		37		
40	Kisii		-		
41	Migori		5		
42	North Rift	Elgeyo Marakwet	3,022	67	976
43		Nandi		4	
44		Trans Nzoia		3	
45		Turkana		416	
46		Uasin Gishu		1	
47		West Pokot		485	
	Totals		22,942	4,786	4,786

2. Secondary Schools

a) Scope of Works

The scope of work involved supply, installation, testing and commissioning of new solar PV systems in the public secondary schools.

Wiring is done for the following facilities: Four (4) classes, Laboratory, Staff room, Computer room, Accounts clerk / administration office room, Specified security lights. The main components of the systems are 300W solar panels, 4,000W Inverters / charger and 2v 400AH batteries. Table 2 below shows the full description of all components installed in the Solar system.

Table 2

Item	Description	Unit	Quantity per School
1	20W 2 FT LED tube light Fitting With Tube – AC	No.	38
2	3 Gang 1 way Switch	No.	5
3	2 Gang 1 way Switch	No.	4
4	Switch Boxes	No.	22
5	Joint Boxes	No.	20
6	13A Socket Outlets	No.	22
7	2v400AH Solar Battery lead-carbon	No.	12
8	300W Solar Module	No.	10
9	4000W Inverter/charger True Sine Wave	No.	1
10	60A 4 way consumer unit with 4MCBs	No.	1
11	1.5 sq.mm PVC Twin Cable with Earth	M	600
12	2.5 sq.mm PVC Twin Cable with Earth	M	400

Item	Description	Unit	Quantity per School
13	10 sq.mm PVC Twin Cable with Earth	M	10
14	16 sq.mm PVC Twin Cable with Earth	M	20
15	50 sq.mm PVC Twin Cable	M	20
16	100A Isolator double pole	No.	2
17	100A Battery Fuse and Carrier; wall mounted	No.	1
18	150A Inverter Fuse and Carrier; wall mounted	No.	1
19	Battery Rack 2x400AH batteries 12 No.batteries	No.	1
20	2" Wood Screws	Pkts	2
21	Tower Clips	Pkts	4
22	20 SQ MM PVC Conduit H/G	No.	20
23	Earth rod with clamps	No.	1
24	Earth lead cable	M	5
25	Roof mounting structure 10.No panel 300wp	No.	1
26	Loop-in boxes & Accessories	No.	1
27	Labor and Transport	Per	

b) Summary of Secondary schools installed with solar Per region and County

Secondary Schools - Solar			
No	Region	County	No.
1	North Rift	West Pokot	15
2		Turkana	19
3	Mt. Kenya	Marsabit	1
4	North Eastern	Garissa	1
5		Wajir	9
6		Mandera	3
7		Kitui	10
	Total		58

SECTION V – SCHEDULE OF REQUIREMENTS

1. SCHEDULE OF REQUIREMENTS

[Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].

1 No of item to be insured	2 Description of item to be insured	3 Value of item to be insured	4 Major contingencies requiring insurance	5 Insurance period	6 Insurance Premium per specified period (Tender Price)	7 Price discount (if any)	8 Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
Lot No 1	Medical Insurance	<p>Category A Directors -7 member</p> <ul style="list-style-type: none"> • In patient: KShs 2,000,000 • Out-patient: KShs-100,000.00; and • Last Expense: KShs 100,000.00; <p>Category B Management (REREC 1) - 1 member plus 5 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:350,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category C Management (REREC 2-3) – 36 members plus 204 dependents</p> <ul style="list-style-type: none"> • KShs:10M In-patient; • KShs:300,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 	<p>Out-patient medical services: Inpatient Medical Services: Dental cover Optical cover Detailed Maternity Cover Last Expense</p>				

1 No of item to be insured	2 Description of item to be insured	3 Value of item to be insured	4 Major contingencies requiring insurance	5 Insurance period	6 Insurance Premium per specified period (Tender Price)	7 Price discount (if any)	8 Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
		<ul style="list-style-type: none"> • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category D Management (REREC 4-5) - 55 members 305 dependents</p> <ul style="list-style-type: none"> • KShs: 10M In-patient; • KShs:250,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category E Management (REREC 6, 7 & 8) - 376 members 600 dependents</p> <ul style="list-style-type: none"> • KShs: 5M In-patient; • KShs: 175,000.00 out-patient; • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category F Management (REREC 9-10) - 62 members 308 dependents</p> <ul style="list-style-type: none"> • KShs: 3M In-patient; • KShs: 150,000.00 out- 					

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
		<ul style="list-style-type: none"> patient, • Kshs:200,000.00 maternity; • Dental Kshs. 150,000.00 • Optical KShs:150,000.00; and • Last Expense KShs: 150,000.00. <p>Category G Temporary staff (32 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs:100,000; • In – patient KShs:300,000.00 per employee; • Maternity 100,000.00. • Dental Kshs. 50,000.00 • Optical KShs: 50,000.00; and • Last Expense KShs: 100,000.00. <p>Category H Casual Staff (20 members)</p> <ul style="list-style-type: none"> • Outpatient Kshs 50,000.00; In-patient Kshs 100,000.00 					
TOTAL QUOTE FOR LOT NO 1							
Lot No 2	Provision of General Insurance Cover for REREC						
		Nairobi Stores - Kshs. 1.6 Billion Mombasa Yard - Kshs. 1.5 Billion Kisumu Stores - Kshs. 1.5 Billion Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million Kawi House - Kshs 50 Million	Fire and perils				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
		Nakuru Office – Kshs. 5Million Awasi Yard - Kshs. 800 Million Total: 5,820,000,000.00					
		Nairobi Store - Kshs. 1.6 Billion Mombasa Yard - Kshs. 1.5 Billion Kisumu Stores - Kshs. 1.5 Billion Makuyu Yard - Kshs. 800 Million Makuyu Yard - Kshs. 160 Million Nyeri Office – Kshs. 5 Million Kawi House - Kshs 50 Million Nakuru Office – Kshs. 5Million Awasi yard - Kshs. 800 Million Total: 5,820,000,000.00	Burglary				
		Kshs. 15 Million	Fidelity Guarantee Insurance				
		Kshs. 500 Million	Public liability Insurance				
		Kshs. 15 Million	All risks (office accessories)				
		Kshs. 235,535,000.00	Computer All risks				
		Kshs. 5Million	Terrorism, Riots & Sabotage				
		Kshs. 500,000.00	Money Insurance				
		Kshs. 500,000.00	Travel insurance				
		Kshs. 20Million	Goods in transit/ Inland Cover				
		Annual wage roll is Kshs. 21 Million Any one person Kshs. 10Million Any one occurrence Kshs. 25Million Any one year – unlimited	Employers Liability under common law				
		List of vehicles to be provided	Motor vehicle insurance (Private)				
		List of vehicles to be provided	Motor vehicle Insurance (commercial)				
		Board of Directors (7 No.) and Staff members (563 No.) Limit of indemnity any one person – Kshs 10 million Limit of indemnity any one occurrence – Kshs 25 million	Officers Liability Cover				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
TOTAL QUOTE FOR LOT NO 2							
Lot No 3	Provision of General Insurance Cover – Garissa Solar Plant	Building & Infrastructure – Kshs 2,000,775,056.00 Equipment Erection and Installation - 10,118384,752.00 Total Sum Insured – Kshs 12,119,159,808.00	Fire & Perils				
		Loss of Revenue – Kshs 500,000,000.00	Fire Consequential Loss				
		On various machines as per the schedule to be provided later – Kshs 10,118384,752.00	Machinery breakdown				
		Loss of Revenue – Kshs 500,000,000.00	Machinery breakdown (Consequential Loss).				
		Equipment Erection and Installation – Kshs 10,118,384,752.00 Fire Loss – Kshs 100,000,000.00 Total Sum Insured – Kshs 10,218,384,752.00	Burglary				
		Section i: Material Damage Building & Infrastructure – Kshs 2,000,775,056.00 Equipment Erection and Installation – Kshs 10,118,384,752.00 Section ii: Consequential Loss Loss of Revenue - Kshs 500,000,000.00 Total Sum Insured – Kshs 12,619,159,808.00	Political Vilence & Terrorism				
TOTAL QUOTE FOR LOT NO 3							
No 4	Provision of Group Life Cover for 563 no. RERC staff and 7 no. Board Members	•Death: Eight (8) times a member’s annual basic salary which escalates on an annual basis.	Provision of Group Life Cover.				

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
		<ul style="list-style-type: none"> •Funeral Last Expenses: Kshs. 200,000 per member and an additional Ksh 50,000 for any employee’s spouse or dependent child (standalone). •Critical Illness: 30% of Group Life Sum Assured maximum Ksh 5.0 minimum (accelerated). •Permanent Total Disability: Three (3) times a member’s incorporating permanent partial disability (continental scale). •Temporary Total disability: 104 weeks (accidental). 					
TOTAL QUOTE FOR LOT NO 4							
No 5	Provision of WIBA/Group Personal Accident Cover for 563 no. RERC staff and 7 no. Board Members	<ul style="list-style-type: none"> • Accidental death: earnings of not less than 96 months • Permanent /total disability: earnings of not less than 96 months • Temporary total disability: earnings of not less than 52 weeks • Medical expenses of not less than Kshs.500,000.00; and • Last expense: per category • Free cover limit • The sum assured: Eight (8) times the annual income 	WIBA/Group Personal Accident Cover				
TOTAL QUOTE FOR LOT NO 5							

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7) – all taxes included.
No 6	Provision of General Insurance Cover Solar installation facilities in primary schools						
TOTAL QUOTE FOR LOT NO 6							
AGGREGATE TOTAL FOR ALL THE LOTS QUOTED							

Nb: All the above should be endorsed on the policy document

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

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

Date[insert date]

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

SECTION VI - GENERAL CONDITIONS OF CONTRACT

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment 1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties e.t.c.

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

2 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

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

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

2.3. Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5. Termination

2.5.1 By the Procuring Entity

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

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

3. Obligations of the Insurance Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

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

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

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

3.4 Reporting Obligations

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

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

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

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

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

3.6.2 Correction for Over-payment

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

3.7 Performance Security

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

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party

with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Insurance Provider's Personnel

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

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 or 6.3 as the case may be.

6 Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Interest on Delayed Payments

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

7 Quality Control

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

8 Settlement of Disputes

8.1 Amicable Settlement

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

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

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

8.3 Failure to Comply with Arbitrator's Decision

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

8.4 Arbitration if the Insurance Provider is a foreign firm

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

SECTION VII – SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The Parties to the Contract are: Rural Electrification and Renewable Energy Corporation and successful tenderer The Procuring Entity is: Rural Electrification and Renewable Energy Corporation The Insurance Provider is:</p> <p>The contract name is: Provision of Insurance Services for the Financial Year 22/23 – 23/24 (Open to Registered Insurance Brokerage Firms Registered and Operating in Kenya)</p>
1.1(d)	The paragraph is amended by deleting the words: “Clause 6” and replacing them with: “this contract”
1.1(o)	The Sub-Clause is amended by adding the following after the last sentence: The insurance underwriter is
1.4	For <u>notices</u> , the Procuring Entity and Insurance Provider’s address shall be: The address stated in the preamble of this contract agreement.
1.5	The Sub-Clause is amended by deleting the words: “at such locations as are specified in Appendix A” and replacing them with: “in Kenya”
1.6	<p>The Authorized Representatives are: For the Procuring Entity: For the Insurance Provider: To be advised within seven days of the contract date The Sub-Clause is amended by adding the following after the last sentence:</p> <ul style="list-style-type: none"> a) The Authorized Representatives will serve as the primary point of contact for the Parties with respect to this contract and will have overall responsibility for Day-to-Day management and administration of the Contract / Insurance Services provided under this Agreement and will serve as the primary contact for Insurance Provider with respect to this Agreement. b) The Parties may change the person appointed as their Authorized Representatives at any time, upon written notice. c) The Authorized Representatives will arrange to meet the Corporation’s offices, at least a monthly to discuss any matters related to the Services or this Contract, including, identifying any issues relating to the Services and suggesting corrective actions to solve such issues and any planned or suggested changes to the Services. d) The Insurance Provider’s Authorized Representatives shall submit detailed quarterly reports to the Corporation to appraise The Corporation on the status of its account and progress report on all claims.
1.7	The Sub-Clause is amended by deleting the words: “Pursuant to paragraph 2.2e. of Attachment 1 to the General Conditions”
2.1	The date on which this Contract shall come into effect is: Immediately.
2.2	<p>The Commencement date and duration of the insurance cover shall be: Commencement date: Contract Date Completion or Expiry Date: Duration of the coverage:</p> <p>The Sub-Clause is amended by adding the following after the last sentence: The contract is however subject to satisfactory performance and may be terminated earlier.</p>
2.3	The Sub-Clause is amended by adding the following after the last sentence: Where Contract price modification and/or variation is allowed the variation shall not exceed 10% of the original Contract price.
2.5.1	The Sub-Clause is amended by deleting the words: “paragraph 2.2a. of Attachment 1 to the GCC” and replacing the same with: “Appendix 1 of the tender document”

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.5.2	The Sub-Clause is amended by deleting the words: “forty-five (45)” and replacing the same with: “sixty (60)”
3.2.3 (c)	<p>After the termination of this Contract, the activities are:</p> <p>a) Disclosure and or use of any information, records, reports, data given an/or data collected pursuant to this Contract. Provided that where the Insurance Provider and disclosure and/or use may be considered only upon written consent by the Procuring Entity.</p>
3.5	The Sub-Clause is amended by adding the following after the last sentence: “Future use of reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall be upon written consent by the Procuring Entity.”
3.6.1	<p>The liquidated damages per day is: 0.05%</p> <p>The date by when the compensation costs should be made is: Thirty (30) days.</p> <p>The total amount of liquidated damages shall not exceed: 10% contract price</p>
3.7	Delete Clause 3.7 and replace as follows: The Insurance Provider shall provide Performance Security of 10% contract price.
6.2 – 6.3	<p>Contract Price is: As per the letter of award</p> <p>The price shall be made: in one lump sum on contract signature and upon placement of the Insurance cover. Payment shall be in Kshs. through EFT/RTGS/Company Cheque after delivery and submission of the invoice and other relevant documents.</p>
6.4	Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of Zero(0) % per month.
8.2.1	<p>The Sub-Clause is amended by adding the following after the last sentence: “No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute. Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.”</p>
8.2.5	<p>The Sub-Clause is amended by deleting the following:</p> <p>i) Law Society of Kenya, or</p> <p>iv) The Actuarial Society of Kenya.</p>
8.2.6	The Sub-Clause is amended by adding the following after the last sentence: “Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.”
8.2.6	This Sub-clause is deleted.
8.4.1	This Sub-clause is deleted.
	The following clauses are added to the General Conditions of Contract, namely, Clause 9.: Confidentiality and Protection of Private Information; 10.0. Licenses; 11. SAP/SRM registration; 12. Indemnification; and 13. Insurance Policy
9.	<p>9. Confidentiality and Protection of Private Information.</p> <p>a. The Insurance Provider shall treat the details of the Contract as confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Corporation or the Authorised</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Representative. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to the decision of The Corporation whose award shall be final.</p> <p>b. The Insurance Provider understands and acknowledges that, while performing services under this Contract, the Insurance Provider may receive from the Corporation, or create or receive on behalf of the Corporation, certain health information and/or non-public personal information about the Corporation's staff and Board members.</p> <p>c. The Insurance Provider hereby affirms and agrees that the Corporation's staff and Board members have the right to privacy and confidentiality of their health information and non-public personal information, and warrants to preserve the privacy, confidentiality and security of the said health information and personal information and protecting from unauthorized disclosure all information, records, and data collected pursuant to this Contract.</p> <p>d. This provision extends to the Underwriter.</p>
10.	<p>Licenses</p> <p>The Insurance Provider shall at all times maintain valid and current business licenses and shall at all times operate within the Laws and regulations governing the Insurance industry. This provision extends to the Underwriter.</p>
11.	<p>SAP/SRM registration</p> <p>The Parties acknowledge that the Corporation has an E-procurement web portal found on its website (www.rerec.co.ke). The Insurance Provider shall ensure that it and its Underwriter are duly registered and or updated its information in the Corporation's portal to facilitate ease of transactions with the Corporation.</p>
12.	<p>Indemnification</p> <p>The Insurance Provider shall indemnify the Corporation (including its respective directors, officers, and employees) from and against any losses, claims, damages, or liabilities (including Advocate's fees), not otherwise covered by insurance, arising from any negligent act or omission of the Insurance Provider (or a director, officer, partner, agent, employee, or affiliate of the indemnitor) related to this contract.</p>
13.	<p>Within Seven (7) days of date of contract, the Insurance Provider's Authorized Representatives shall submit to the Corporation the Insurance Policy that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but may be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract. The Insurance Policy shall be deemed to form as an integral part of the Contract</p>

APPENDIX TO THE CONTRACT

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

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

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

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

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

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

Details of beneficial ownership

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

OR

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

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If

this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

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

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

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

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

