



# **KENYA BUREAU OF STANDARDS**

## **PROVISION OF GENERAL INSURANCE SERVICES**

**FOR 2022-2024**

**TENDER NO. KEBS/T010/2021-2022**

**KENYA BUREAU OF STANDARDS P.O. BOX  
54974-00200  
NAIROBI**

**POPO ROAD OFF MOMBASA ROAD  
TEL: 020 69048000**

**DECEMBER 2021**

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## INVITATION TO TENDER

PROCURING ENTITY: **KENYA BUREAU OF STANDARDS**

CONTRACT NAME AND DESCRIPTION: TENDER FOR PROVISION OF GENERAL INSURANCE SERVICES FOR 2022-2023

1. The **Kenya Bureau of Standards** invites sealed tenders for the provision of **General Insurance Services** for 2022-2024 whose specifications are detailed in the Tender Document
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours between **0900 hrs to 1600 hrs** starting at the date of advert at the office of:

Chief Manager Supply Chain

Tel: (+254) 020 6948000

Email address: [procurement@kebs.org](mailto:procurement@kebs.org)

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of **KES1,000.00** (One thousand Kenya Shillings Only) in cash or Banker's Cheque and payable to the address given below. Tender documents obtained **electronically** will be **free of charge**.
5. Tender documents may be viewed and downloaded for free from the website [www.kebs.org](http://www.kebs.org) or PPIP website <http://tenders.go.ke>. Tenderers who download the tender document must forward their particulars immediately to [procurement@kebs.org](mailto:procurement@kebs.org) Tel: (+254) 020 6948000 P. O. Box 54974-00200, Nairobi to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a “**Tender Security**” of **KES. 1,000,000.00** (One Million Kenya Shillings Only) in a Bank Guarantee from a commercial bank listed under Central Bank of Kenya and Operating Kenya
7. The Tenderer shall chronologically **serialize all pages** of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **11<sup>th</sup> January, 2022 at 10:00AM**. Electronic Tenders **will not** be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline 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.
10. Late tenders will be rejected.
11. The addresses referred to above are:

- a) **Address for obtaining further information and for purchasing tender documents**  
**Kenya Bureau of Standards,  
Supply Chain Department,  
Popo Road Off Mombasa Road  
P. O. Box 54974 – 00200, Nairobi  
[procurement@kebs.org](mailto:procurement@kebs.org), [dedej@kebs.org](mailto:dedej@kebs.org) & [info@kebs.org](mailto:info@kebs.org)  
Tel: (+254) 020 6948000**
- b) **Address for Submission of Tenders.**  
**The Managing Director,  
Kenya Bureau of Standards,  
Popo Road Off Mombasa Road,  
P. O. Box 54974 – 00200, Nairobi.**
- c) **Address for Opening of Tenders.**  
**The Chief Manager - Supply Chain,  
Kenya Bureau of Standards,  
Supply Chain Department Parking Area,  
Popo Road Off Mombasa Road,  
P. O. Box 54974 – 00200, Nairobi.**

Note: The tender documents should be dropped in the tender box located on Ground Floor at KEBS Main Reception, Administration Block. Bids that **cannot** fit in the tender box should be submitted to the **Managing Director's** office.

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# **PART 1 - TENDERING PROCEDURES**

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# **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](http://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](http://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](http://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 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 ITT14, 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
	<b>A. General</b>
ITT 1.1	The Tender reference number (ITT) is: <b>KEBS/T010/2021-2022</b> The Procuring Entity is: <b>KENYA BUREAU OF STANDARDS</b> The name of the ITT is: <b>PROVISION OF GENERAL INSURANCE SERVICES</b>
ITT 2.1(a)	<b>Electronic –Procurement System – Not Applicable</b>
ITT 2.2	The Intended date commencing providing the Insurance Services is <b>1<sup>st</sup> February, 2022</b>  The insurance duration for each item will be <b>Two</b> years' subject to Performance. After <b>One year</b> , a Performance review will be done if satisfactory the Contract will be renewed
ITT 4	The tenderer must provide documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender for Insurance Underwriters and Insurance Brokers.

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>ITT 4.1</b>	Maximum number of members in the Joint Venture (JV) shall be: <b>Three (3No.)</b>
	<b>B. Contents of Tendering Document</b>
<b>ITT 7.1 8.1</b>	<p>For Clarification of Tender purposes only, the Procuring Entity's address is:</p> <p style="padding-left: 40px;">Attention: The Chief Manager - Supply Chain, Kenya Bureau of Standards, <b>P.O. BOX 54974 – 00200</b> <b>POPO ROAD OFF MOMBASA ROAD</b> <b>NAIROBI</b> <a href="mailto:procurement@kebs.org">procurement@kebs.org</a>, <a href="mailto:info@kebs.org">info@kebs.org</a> and <a href="mailto:dedej@kebs.org">dedej@kebs.org</a></p> <p>Requests for clarification should be received by the Procuring Entity no later than: <b>Seven (7) days</b> before tender closing date.</p> <p>The Procuring Entity shall publish its response at the website: <b>www.kebs.org</b></p>
<b>ITT 7.2</b>	<p>(A) A pre-arranged pretender site visit <b>shall not</b> take place</p> <p>(B) Pre-Tender meeting <b>shall not</b> take place</p>
<b>ITT 7.3</b>	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>Not Applicable</b> before the meeting.
<b>ITT 7.5</b>	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is: <b>Not Applicable</b>
<b>ITT 12.1 (j)</b>	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]</i>



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
	<b>Other documents required from INSURANCE UNDERWRITER are</b>	
	S/No	Description
	1.	Certified copy of Incorporation Certificate or Certificate of Registration
	2.	Valid copy of Tax Compliance Certificate
	3.	Written evidence that the firm is making Social Security contributions as required e.g. NSSF and NHIF. Must be valid as at the time of evaluation.
	4.	Certified copy of a valid license from the Insurance Regulatory Authority (IRA)
	5.	Certified copy of registration certificate from the Association of Kenya Insurers (AKI).
	6.	Must have done annual gross premiums in the last financial year of at least <b>Kes. 2.0 billion</b> .
	7.	Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies
	8.	Must have total number of management staff of at least Fifteen (15) with practice specialties and gender/national outlook
	9.	Must give a list of at least <b>Ten (10)</b> reputable corporate entities with minimum premium turnover of Ksh.300 Million in the previous financial year and at least <b>five reference</b> letters from corporates in the provided list. The premium turnover for the ten clients should be at least <b>Kes. 300million</b> .
	10.	Original Bank Guarantee of Kes. 1,000,000.00 (One Million Kenya shillings) in a Bank Guarantee from a commercial bank licensed and listed under Central Bank of Kenya and Operating in Kenya
	11.	Must submit Reinsurance slip/cover notes for policy businesses for year 2021
	12.	Provide evidence that the company has been registered and in operation for at least five (5 years).
	13.	Duly filled, signed and stamped Confidential Business Questionnaire
	14.	Certified copy of County Government Business Permit
	15.	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) Issued within the last 6 Months to Tender Opening Date
	16.	Provide Certified, duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority
	17.	Provide Certified, duly filled, signed and stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
	18.	The bid document "Original" and "Copies" must be sequentially paginated / serialized.
	19.	Submit the required number of copies i.e. <b>one "ORIGINAL TENDER" and two copies clearly marked "COPY OF TENDER," as appropriate.</b>
	20.	Duly Filled, Signed and Stamped Price schedule form
	21.	Duly filled, signed and stamped Form of Tender
	22.	Certified, duly filled, signed and stamped Declaration and Commitment to The Code of Ethics
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ITT 14.1	Alternative Tenders <b>shall not</b> be considered.																																												
ITT 15.5	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.																																												
ITT 16.1	The currency of the Tender and the currency of payments shall be in <b>Kenya Shillings</b>																																												
ITT 18.3	Prequalification <b>has not been</b> undertaken.																																												
ITT 19.1	The Tender validity period shall be <b>182 days</b>																																												
ITT 20.1	A Tender Security <b>shall be</b> required. A Tender-Securing Declaration <b>shall not be</b> required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be <b>KES. 1,000,000.00</b> (One Million Kenya Shillings Only)																																												
ITT 21.1	In addition to the original of the Tender, the number of copies are: <b>Two (2) copies</b>																																												
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney</b>																																												
<b>D. Submission and Opening of Tenders</b>																																													
ITT 23.1	For <b>Tender submission purposes</b> only, the Procuring Entity's address is: The Managing Director,																																												

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p style="text-align: center;">Kenya Bureau of Standards, Popo Road Off Mombasa Road P. O. Box 54974 – 00200, Nairobi</p> <p><b>Attention:</b> The Chief Manager - Supply Chain, Kenya Bureau of Standards, P.O. BOX 54974 – 00200 POPO ROAD OFF MOMBASA ROAD NAIROBI <a href="mailto:procurement@kebs.org">procurement@kebs.org</a>, <a href="mailto:info@kebs.org">info@kebs.org</a> and <a href="mailto:dedej@kebs.org">dedej@kebs.org</a></p>
ITT 23.1	<p>The deadline for Tender submission is: <b>11<sup>th</sup> January, 2022</b> Tenderers <b>shall not</b> have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: <b>Not Applicable</b></p>
ITT 26.1	<p><b>The Tender opening shall take place at:</b> <b>Kenya Bureau of Standards,</b> <b>P.O. BOX 54974 – 00200</b> <b>POPO ROAD OFF MOMBASA ROAD</b> <b>NAIROBI</b> <b>Supply Chain Department Parking Area</b> <b>Date: 11<sup>th</sup> January, 2022</b></p>
ITT 26.1	<p>The electronic Tender opening procedures shall be: <b>Not Applicable</b></p>
ITT 26.6	<p>The Form of Tender and priced Schedule of requirements shall be initialed by <b>Appointed Tender Opening Committee</b>.</p>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.2	<p>The currency shall be <b>Kenya Shillings</b> and the source of exchange rate shall be <b>Central Bank of Kenya</b> as on the <b>Tender Opening Date</b>.</p>
ITT 34.2	<p>Margin of preference shall <b>not be allowed</b>.</p>
<b>F. Award of Contract</b>	
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</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><b>The address for submitting appeals to Administrative Review Board:</b></p> <p>The Secretary, Public Procurement Administrative Review Board, The Public Procurement Regulatory Authority, 10th Floor, National Bank House, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000 Email: <a href="mailto:info@ppra.go.ke">info@ppra.go.ke</a> Website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li>(i) the terms of the Tender Documents; and</li> <li>(ii) the Procuring Entity’s decision to award the contract.</li> </ul>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

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

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

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

#### Evaluation and contract award Criteria

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

#### Preliminary examination for Determination of Responsiveness

#### 2.1 INSURANCE UNDERWRITER

S/No	MANDATORY REQUIREMENTS
MR 1.	Certified copy of Incorporation Certificate or Certificate of Registration
MR 2.	Valid copy of Tax Compliance Certificate
MR 3.	Written evidence that the firm is making Social Security contributions as required e.g. NSSF and NHIF. Must be valid as at the time of evaluation.
MR 4.	Certified copy of a valid license from the Insurance Regulatory Authority (IRA)
MR 5.	Certified copy of registration certificate from the Association of Kenya Insurers (AKI).
MR 6.	Must have done annual gross premiums in the last financial year of at least <b>Kes. 2.0 billion</b> .
MR 7.	Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies
MR 8.	Must have total number of management staff of at least Fifteen (15) with practice specialties and Gender/National outlook
MR 9.	Must give a list of at least <b>Ten (10)</b> reputable corporate entities with minimum premium turnover of Ksh.300 Million in the previous financial year and at least <b>five reference</b> letters from corporates in the provided list. The average premium turnover for the ten clients should be at least <b>Kes. 300million</b>
MR 10.	Original Bank Guarantee of Kes. 1,000,000.00 (One Million Kenya shillings) in a Bank Guarantee from a commercial bank licensed and listed under CBK and Operating in Kenya
MR 11.	Must submit Reinsurance slip/cover notes for policy businesses for year 2021
MR 12.	Provide evidence that the company has been registered and in operation for at least five (5 years).
MR 13.	Duly filled, signed and stamped Confidential Business Questionnaire
MR 15.	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) Issued within the last 6 Months to Tender Opening Date
MR 16.	Provide Certified, duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority
MR 17.	Provide Certified, duly filled, signed and stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
MR 18.	The bid document "Original" and "Copy" must be sequentially paginated / serialized.
MR 19.	Submit the required number of copies i.e. Submit the required number of copies i.e. <b>one "ORIGINAL TENDER" and two copies clearly marked "COPY OF TENDER," as appropriate.</b>
MR 20.	Duly Filled, Signed and Stamped Price schedule form

MR 21	Duly filled, signed and stamped Form of Tender
MR 22.	Certified, duly filled, signed and stamped Declaration and Commitment to The Code of Ethics
MR 23.	Certified, duly filled, signed and stamped Certificate of Independent Tender Determination form
MR 24.	Special Conditions of Contract as relates to the General Conditions of Contract

## 2.2 INSURANCE BROKER

S/No	MANDATORY REQUIREMENTS
MR 1.	Certified copy of Incorporation Certificate or Certificate of Registration
MR 2.	Valid copy of Tax Compliance Certificate
MR 3.	Certified copy of a valid license from the Insurance Regulatory Authority (IRA)
MR 4.	Must be a current member of the Association of Insurance Brokers (AIB).
MR 5.	Written evidence that the firm is making Social Security contributions as required e.g. NSSF and NHIF. Must be valid as at the time of evaluation.
MR 6.	Total number of management team of at least Eight (8) with practice specialties and gender/national outlook.
MR 7.	Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies
MR 8.	Must have a Professional Indemnity Insurance Cover of at least Kes.100 million (One Hundred Million Kenya shillings) and a copy be submitted
MR 9.	Must give a list of 8 (Eight) reputable clients and the total clients premium of at least 200M in the previous year
MR 10.	Original Bank Guarantee of Kes. 1,000,000.00 (One Million Kenya shillings) in a Bank Guarantee from a commercial bank licensed and listed under Central Bank of Kenya and Operating in Kenya.
MR 11.	Certified copy of Business Permit
MR 12.	Certified copy of certificate of Confirmation of Directors and Shareholding (CR 12) Issued within the last 6 Months to Tender Opening Date
MR 13.	Provide Certified, duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority
MR 14.	Provide Certified, duly filled, signed and stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
MR 15.	The bid document "Original" and "Copies" must be sequentially paginated / serialized.
MR 16.	Submit the required number of copies i.e. <b>one "ORIGINAL TENDER" and two copies clearly marked "COPY OF TENDER," as appropriate.</b>
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MR 18.	Duly filled, signed and stamped Form of Tender
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MR 21.	Certified, duly filled, signed and stamped Declaration and Commitment to The Code of Ethics
MR 22.	Certified, duly filled, signed and stamped Certificate of Independent Tender Determination form
MR 23	Special Conditions of Contract as relates to the General Conditions of Contract

***KEBS past experience with both Insurer and Brokers will be considered where applicable***

### 3. Technical Evaluation

#### TECHNICAL EVALUATION CRITERIA - MOTOR VEHICLE PRIVATE

No.	Condition	Notes	Weight
1.	Third Party Persons : Unlimited	As per Tender	10
2.	Third Party Property : Unlimited	As per Tender	10
3.	Towing charges: Kes. 50,000.00	As per Tender	5
4.	Authorized repair Limited: Kes.100,000.00	As per Tender	10
5.	Medical Expenses: Kes. 50,000.00	As per Tender	10
6.	Own damage:	As per Tender	10
	(min) ----2.5% of value	As per Tender	10
	(max.) .....70,000	As per Tender	5
7.	Theft claim - ( with device) – 5% of value	As per Tender	5
	Theft claim -(without device) - 10% of value	As per Tender	5
8.	Special clauses	As per Tender	10
9.	Extra Benefits	Any two, 5Mks for each	10

<b>TOTAL</b>			<b>100</b>
<b>Pass Mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA - MOTOR VEHICLE COMMERCIAL</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Third Party Persons: <b>Kes. Unlimited</b>	As per Tender	10
2.	Third Party Property: <b>Kes. 100,000,000.00</b>	As per Tender	10
3.	Towing Charges: <b>Kes. 50,000.00</b>	As per Tender	10
4.	Authorized Repair limit: <b>Kes. 100,000.00</b>	As per Tender	10
5.	Medical Expenses: <b>Kes. 50,000.00</b>	As per Tender	5
6.	Windscreen <b>Kes. 50,000.00</b>	As per Tender	10
7.	Unspecified Radio/ Cassette <b>Kes. 50,000.00</b>	As per Tender	5
8.	Own damage 5% of value	As per Tender	5
	-(min) -----30,000	As per Tender	5
	-(max.) .....100,000	As per Tender	5
9.	Theft claim -( with device) – 10% of value	As per Tender	5
	Theft claim -(without device)-20% of value	As per Tender	5
10.	Special clauses	As per Tender	5
11.	Extra Benefits	Any two, 5Mks for each	10
<b>TOTAL</b>			<b>100</b>
<b>Pass Mark 80% at Technical Stage to qualify for Financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA - EMPLOYER'S LIABILITY</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Any One Person: <b>Kes. 8,000,000.00</b>	As per Tender	10
		Higher limits (every one 1m) 5 Mks each	20
2.	Any One Occurrence : <b>Kes.25,000,000.00</b>	As per Tender	10
		Higher limits (every one 1m) 5 Mks each	20
3.	Any one Period of Insurance: <b>Kes. 50,000,000.00</b>	As per Tender	10
		Higher limits (every one 1m) 5 Mks each	20
4.	Special clauses	As per Tender	5
5.	As per Tender	Any two, 2.5mks for each	5
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for Financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA - MONEY</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Cash with authorized staff <b>Kes. 1,500,000.00</b>	As per Tender	15
2.	Cash in transit to and from bank <b>Kes. 5,000,000.00</b>	As per Tender	15
3.	Cash in premises outside business hours <b>Kes. 1,500,000.00</b>	As per Tender	15
4.	Cash in premises during business hours <b>Kes. 3,000,000.00</b>	As per Tender	15
5.	Estimated Annual carry <b>Kes. 500,000,000.00</b>	As per Tender	15
6.	Area: Kenya	As per Tender	5
7.	Cash - Indemnity	As per Tender	10
8.	Safe - Reinstatement	As per Tender	10
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			

<b>TECHNICAL EVALUATION CRITERIA- FIDELITY GUARANTEE INSURANCE</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Anyone person – <b>Kes. 5,000,000.00</b>	As per tender	30
2.	Anyone period – <b>Kes. 100,000,000.00</b>	As per tender	30
3.	Deductible	As per tender	10
4.	Discovery period (6month)	As per tender	20
	Discovery period	One year	10
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA- FIRE &amp; RELATED PERILS AND CONSEQUENTIAL LOSS</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Fire	As per tender	10
2.	Explosion	As per tender	10
3.	Earthquake	As per tender	10
4.	Volcanic Eruption	As per tender	10
5.	Subterranean Fire	As per tender	5
6.	Bushfire	As per tender	5
7.	Riots and Strikes	As per tender	10
8.	Malicious Damage	As per tender	10
9.	Impact (Including by Own Vehicles)	As per tender	5
10.	Flood	As per tender	5
11.	Bursting or overflowing of water tanks, pipes	As per tender	10
12.	Terrorism	As per tender	10
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA- BURGLARY</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Riots and Strikes	As per tender	10
2.	Armed Hold Up	As per tender	10
3.	Damage to Building	As per tender	10
4.	Automatic Reinstatement of the Loss	As per tender	20
5.	Watchman's Warranty	As per tender	10
6.	Average Clause	As per tender	10
7.	Goods Held in Trust.	As per tender	10
8.	Policy Excess: Min.	As per tender	10
	Policy Excess Max	As per tender	10
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA- TRAVEL INSURANCE</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Deposit	As per tender	10
2.	Personal Accident whilst in flight/public conveyance or 24 hours for Death or Permanent Total Disability.	As per tender	10
3.	Medical Expenses and Assistance Services including transmission of urgent messages and consular referral.	As per tender	10
4.	Medical Assistance and direct payment of	As per tender	5



	In- Patient and Outpatient medical bills.		
5.	Transport and Repatriation.	As per tender	5
6.	Hospitalization allowance.	As per tender	5
7.	Hijack	As per tender	5
8.	Cancellation and/or curtailment	As per tender	10
9.	Loss of luggage	As per tender	5
10.	Delay of luggage	As per tender	10
11.	Travel delay	As per tender	10
12.	Loss of cash and/or documents	As per tender	5
13.	Personal liability and legal expenses etc.	As per tender	5
14.	Travel guard protector	As per tender	5
<b>TOTAL</b>			<b>100</b>

**Pass mark 80% at Technical Stage to qualify for financial**

**NB: Bidder MUST indicate the pages where the above conditions are attached**

**TECHNICAL EVALUATION CRITERIA- ALL RISKS**

No.	Condition	Notes	Weight
1.	Riots and Strikes	As per tender	20
2.	Locked Car Boot Clause	As per tender	10
3.	Pairs and Sets Clause	As per tender	20
4.	Automatic reinstatement of loss.	As per tender	20
5.	Average Clause	As per tender	10
6.	Good Held On Trust	As per tender	10
7.	Employee Personal Effects	As per tender	5
8.	Policy Excess: Min &Max	As per tender	5
<b>TOTAL</b>			<b>100</b>

**Pass mark 80% at Technical Stage to qualify for financial**

**NB: Bidder MUST indicate the pages where the above conditions are attached**

**TECHNICAL EVALUATION CRITERIA - GROUP PERSONAL ACCIDENT COVER**

No.	Condition	Notes	Weight
<b>Sections -A-Non occupational</b>			
1.	Death	60 months' earnings	10
2.	Permanent disablement	60 months' earnings	10
3.	Temporary total disablement Limit	Actual weekly Earnings 104 weeks	10
4.	Medical Expenses	<b>Kes. 500,000.00</b>	20
<b>Section B-Work Injury Benefits Acts-Occupational</b>			
1.	Death	96 months' earnings	10
2.	Permanent disablement	96 months' earnings	10
3.	Temporary total disablement Limit	Actual weekly Earnings -104 weeks	10
4.	Medical Expenses	<b>Kes. 100,000.00</b>	10
5.	Funeral expenses	<b>Kes. 100,000.00</b>	5
6.	Any Extra benefit		5
<b>TOTAL</b>			<b>100</b>

**Pass mark 80% at Technical Stage to qualify for financial**

**NB: Bidder MUST indicate the pages where the above conditions are attached**

**TECHNICAL EVALUATION CRITERIA-GROUP PERSONAL ACCIDENT COVER  
(BOARD MEMBERS)**

No.	Condition	Notes	Weight
-----	-----------	-------	--------

1.	Death	60 months' earnings	15
2.	Permanent disablement	60 months' earnings	15
3.	Temporary total disablement Limit	20,000 Per week 104 weeks	20
4.	Medical Expenses	<b>Kes. 500,000.00</b>	20
5.	Funeral expenses	<b>Kes. 200,000.00</b>	20
6.	Any Extra benefit		10
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			
<b>TECHNICAL EVALUATION CRITERIA- GROUP LIFE</b>			
<b>No.</b>	<b>Condition</b>	<b>Notes</b>	<b>Weight</b>
1.	Death due to any cause	As per tender	20
2.	Four years' earnings	As per tender	20
3.		Extra year earnings	5
4.	Worldwide	As per tender	10
5.	Free Cover Limit (8m)	Higher Limit (every 1m 10mks)	30
6.	Funeral Expenses	<b>Kes. 200,000.00</b>	10
		Higher limit	5
<b>TOTAL</b>			<b>100</b>
<b>Pass mark 80% at Technical Stage to qualify for financial</b>			
<b>NB: Bidder MUST indicate the pages where the above conditions are attached</b>			

**4 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):

.....

**5 Multiple Contracts**

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

**6 Alternative Tenders (ITT14.1)**

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

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

**7. MARGIN OF PREFERENCE**

**Apply Margin of Preference,** if so allowed to all evaluated and accepted tenders as follows. If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

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

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens.

Responsive tenders shall be classified into the following groups:

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

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, 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.

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

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings\_\_\_\_\_.
  - ii) Minimum average annual turnover of Kenya Shillings [*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
No 1						
No 2						
No 3						

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

Name of Recipient	Address	Reason	Amount

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

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

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We 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], [insert year].



## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

#### a) Tenderer's details

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

### General and Specific Details

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
 Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
 Citizenship \_\_\_\_\_

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

	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	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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)    .....

Bidder Official Stamp



## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized Signatory .....

Sign.....

Position.....

Office address..... Telephone.....

E-mail .....

Name of the Firm/Company.....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign .....

Date .....

## **D. APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

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

### **2. Requirements**

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

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

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> 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.

<sup>2</sup> 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 Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender].*

1	2	3		4	5	6	7
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. 5-6)
No 1	As in Table 1 page 55	As in Table 1 page 55		Two years			
No 2	As in Table 2 page 58	As in Table 2 page 58		Two years			
No 3	As in Table 3 page 59	As in Table 3 page 59		Two years			
No 4	As in Table 4 page 60	As in Table 4 page 60		Two years			
No 5	As in Table 5 page 60	As in Table 5 page 60		Two years			
No 6	As in Table 6 page 61	As in Table 6 page 61		Two years			
No 7	As in Table 7 page 61	As in Table 7 page 61		Two years			
No 8	As in Table 8 page 62	As in Table 8 page 62		Two years			
No 9	As in Table 9 page 63	As in Table 9 page 63		Two years			
No 10	As in Table 10 page 64	As in Table 10 page 64		Two years			
No 11	As in Table 11 Page 65	As in Table 11 Page 65		Two years			
No 12	As in Table 12 page 66	As in Table 12 page 66		Two years			
No 13	As in Table 13 page 66	As in Table 13 page 66		Two years			

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"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



**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)

**ProcuringEntity:**.....[insertthenameoftheProcuringEntity]

**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.**

<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>
<b>No of item to be insured</b>	<b>Description of Item</b>	<b>Name of Tenderer</b>	<b>Tender Price</b>
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.]**

<b>1</b>	<b>2</b>	<b>3</b>	<b>3</b>
<b>No of item to be insured</b>	<b>Description of Item</b>	<b>Name of Tenderer</b>	<b>Tender Price</b>
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 with in the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint with in the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto: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 of .....dated the...day of .....20.....in the matter of Tender No.....of .....20.... 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.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**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: .....

**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:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of \_\_\_\_\_ under
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 provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[signature(s)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

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

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

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

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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

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

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



**FORM OF TENDER-SECURING DECLARATION**

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

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

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

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

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:..... Duly

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

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

Seal or stamp

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**PART II – SCHEDULE OF INSURANCE  
REQUIREMENTS**

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## SECTION V – SCHEDULE OF REQUIREMENTS

### TERMS OF REFERENCE FOR PROVISION OF GENERAL INSURANCE COVER

#### Objective of the Cover

The Primary Objective of the Cover is to Provide a Comprehensive General Insurance Services to Kenya Bureau of Standards

#### Scope

The provider is expected to provide efficient and effective Comprehensive General Insurance services for Motor Vehicles (Private and Commercial), Motor Cycles – Private, Employer’s Liability, Money Policy, Fidelity Guarantee Insurance, Fire, Special Perils and Consequential Loss, Burglary, All Risks Insurance, Travel Insurance Cover, Group Personal Accident/WIBA Enhanced (Staff), Group Personal Accident (Directors) and Group Life Insurance.

#### List of items to be insured

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

*Quote for the Terms indicated and riders (if any). Prices must be inclusive of ALL Government Taxes*

**TABLE 1: MOTOR VEHICLE - PRIVATE**

INSURED	KENYA BUREAU OF STANDARDS		KES.
CLASS	MOTOR VEHICLE PRIVATE – COMPREHENSIVE		
PERIOD	FROM: 1 <sup>st</sup> February 2022	TO: 31 <sup>st</sup> January, 2024	
VEHICLE(S)	As per schedule on Page 56		
DRIVERS	The insured or any other person authorized by him and by law to drive the insured motor vehicle(s)		
LIMITS OF LIABILITY	1. Third Party Persons: Unlimited 2. Third Party Property: Unlimited 4. Towing charges: <b>Kes. 50,000.00</b> 5. Authorized repair Limited: <b>Kes. 100,000.00</b> 6. Medical Expenses: <b>Kes. 50,000.00</b>		
USE CLAUSES	Use for official, Social, domestic and welfare purposes in connection with the insured’s business / profession.		
EXCESS	Own damage 2.5% of value (min) ----- <b>Kes. 70,000.00</b> (max.) Theft claim 5% of value (with device) – 10% of value (without device)		
SPECIAL CLAUSES	1. Anti-theft Devices Warranty 2. Average Clause 3. Passenger legal liability 4. Liability for Passengers acts of negligence 5. Special Perils 6. Strike, Riot & Civil Commotion 7. Indemnity whilst vehicle is in the custody of a Motor Trade 8. Windscreen/Window Glass damage – <b>Kes. 50,000.00</b> 9. Unspecified Radio/Cassette - <b>Kes. 50,000.00</b> 10. Death to insured or any other person while driving		
ANNUAL PREMIUM	<b>TOTAL</b>		
INSURER			

**LIST OF PRIVATE MOTOR VEHICLES SCHEDULE**

S/No.	REG.NO	DESCRIPTION	Engine CC	YOM	CURRENT VALUE (2021)
1	KBR 891U	Daihatsu Terios	1500	2012	402,653.00
2	KBT 962N	Daihatsu Terios	1500	2012	402,653.00
3	KBT 961N	Daihatsu Terios	1500	2012	402,653.00
4	KBR 895U	Daihatsu Terios	1500	2012	402,653.00
5	KBR 890U	Daihatsu Terios	1500	2012	402,653.00
6	KBR 894U	Daihatsu Terios	1500	2012	402,653.00
7	KBR 893U	Daihatsu Terios	1500	2012	402,653.00
8	KBN 803E	Daihatsu Terios	1500	2011	322,123.00
9	KBR 889U	Daihatsu Terios	1500	2012	402,653.00
10	KBJ 234U	Daihatsu Terios	1500	2008	115,079.00
11	KBJ 233U	Daihatsu Terios	1500	2008	115,079.00
12	KBT 960N	Daihatsu Terios	1500	2012	402,653.00
13	KBG 954C	Daihatsu Terios	1500	2009	143,849.00
14	KBQ 573	Daihatsu Terios	1500	2011	322,123.00
15	KBW 173V	Ford Ranger	2200	2014	728,634.00
16	KBQ 906D	Ford Ranger	2500	2010	277,833.00
20	KBQ 921D	Ford Ranger	2500	2010	277,833.00
21	KBR 961U	Ford Ranger	2200	2008	191,007.00
22	KBR 963U	Ford Ranger	2200	2012	466,326.00
23	KCK 696U	Ford Ranger	2200	2017	1,475,412.00
24	KCK 697U	Ford Ranger	2200	2017	1,475,412.00
25	KBQ 907D	Ford Ranger	2500	2010	277,833.00
26	KBQ 914D	Ford Ranger	2500	2010	277,833.00
27	KCK 892U	Isuzu Dmax	2500	2018	2,129,920.00
28	KCK 895U	Isuzu Dmax	2500	2018	2,129,920.00
29	KCP 901K	Isuzu Dmax	2500	2019	2,662,400.00
30	KCH 404Q	Isuzu Dmax	2500	2016	1,101,005.00
31	KCP 903K	Isuzu Dmax	2500	2019	2,662,400.00
32	KCK 891U	Isuzu Dmax	2500	2018	2,129,920.00
33	KCP 902K	Isuzu Dmax	2500	2019	2,662,400.00
34	KCP 913K	Isuzu Dmax	2500	2019	2,662,400.00
35	KCK 894U	Isuzu Dmax	2500	2018	2,129,920.00
36	KCA 562F	Isuzu Dmax	2500	2015	880,804.00
38	KCE 958D	Isuzu Dmax	2500	2015	880,804.00
39	KCD 463G	Isuzu Dmax	2500	2015	880,804.00
40	KCP 917K	Isuzu Dmax	2500	2019	2,662,400.00
41	KCE 927D	Isuzu Dmax	2500	2015	880,804.00
42	KCA 559F	Isuzu Dmax	2500	2015	880,804.00
43	KCD 453G	Isuzu Dmax	2500	2015	880,804.00
44	KCP 911K	Isuzu Dmax	2500	2019	2,662,400.00
45	KCP 908K	Isuzu Dmax	2500	2019	2,662,400.00
46	KCP 922K	Isuzu Dmax	2500	2019	2,662,400.00

47	KCA 563F	Isuzu Dmax	2500	2015	880,804.00
48	KCD 454G	Isuzu Dmax	2500	2015	880,804.00
49	KCP 920K	Isuzu Dmax	2500	2019	2,662,400.00
50	KCP 921K	Isuzu Dmax	2500	2019	2,662,400.00
51	KCA 561F	Isuzu Dmax	2500	2015	880,804.00
52	KCP 919K	Isuzu Dmax	2500	2019	2,662,400.00
53	KCK 893U	Isuzu Dmax	2500	2018	2,129,920.00
54	KCA 564F	Isuzu Dmax	2500	2015	880,804.00
55	KCE 926D	Isuzu Dmax	2500	2015	880,804.00
56	KCE 928D	Isuzu Dmax	2500	2015	880,804.00
57	KCP 915K	Isuzu Dmax	2500	2019	2,662,400.00
58	KCP 912K	Isuzu Dmax	2500	2019	2,662,400.00
59	KCP 924K	Isuzu Mux	2500	2016	1,363,149.00
60	KCP 925K	Isuzu Mux	2500	2019	3,385,856.00
61	KCP 893K	Isuzu Mux	2500	2019	3,385,856.00
62	KCH 641Q	Landcruiser	4200	2017	2,043,208.00
63	KBG 015C	Nissan H/Body	3200	2008	137,215.00
64	KBB 797S	Nissan H/Body	3200	2009	137,215.00
65	KBB 498S	Nissan H/Body	3200	2008	105,718.00
66	KAV 502E	Nissan H/Body	3200	2006	39,919.00
67	KAY 664V	Nissan H/Body	3200	2008	111,051.00
68	KAV 503E	Nissan H/Body	3200	2006	39,919.00
69	KBB 701S	Nissan H/Body	3200	2008	109,772.00
70	KBB 824	Nissan Tiida		2008	100,155.00
71	KBN 682E	Toyota Corolla	1330	2010	153,826.00
72	KAT 242X	Toyota NZE 120	1300	2005	36,367.00
73	KCA 592F	Toyota Prado	3000	2015	2,105,729.00
74	KCD 323G	Toyota Prado	3000	2015	2,105,729.00
75	KBR 962U	Toyota ZRE 151R	1600	2012	368,630.00
76	KCA 565F	Toyota ZRE 182R	1800	2015	849,474.00
77	KCA 567F	Toyota ZRE 182R	1800	2015	849,474.00
78	KCA 566F	Toyota ZRE 182R	1800	2015	849,474.00
79	KCH 447Q	Trailbalazer	4164	2016	1,363,149.00
80	KCH 407Q	Trailbalazer	4164	2016	1,363,149.00
81	KCH 446Q	Trailbalazer	4164	2016	1,363,149.00
82	KCH 376Q	Trailbalazer	4164	2016	1,363,149.00
83	KCH 395Q	Trailbalazer	4164	2016	1,363,149.00
84	KCH 448Q	Trailbalazer	4164	2016	1,363,149.00

**TABLE 2: MOTOR VEHICLE - COMERCIAL**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES</b>
<b>CLASS OF POLICY</b>	<b>MOTOR VEHICLE COMMERCIAL – COMPREHENSIVE</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>VEHICLE(S)</b>	As per attached schedule		
<b>DRIVERS</b>	The insured or any other person authorized by him and by law to drive the insured motor vehicle(s)		
<b>LIMITS OF LIABILITY</b>	1. Third Party Persons: 2. Third Party Property: 3. Towing charges: 4. Authorized repair limit: 5. Medical Expenses: 6. Windscreen/window glass damage 7. Unspecified radio/cassette	<b>Kes. Unlimited</b> <b>Kes. 100,000,000.00</b> <b>Kes. 50,000.00</b> <b>Kes. 100,000.00</b> <b>Kes. 50,000.00</b> <b>Kes. 50,000.00</b> <b>Kes. 50,000.00</b>	
<b>USE CLAUSES</b>	Use for official, Social, domestic, carriage, passengers and welfare purpose in connection with the insured's business / profession.		
<b>EXCESS</b>	Own damage	5% of value (min) ----- <b>Kes. 100,000.00</b> (max.)	
	Theft claim	10% of value( with device) – 20% of value (without device)	
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURER</b>			

**LIST OF COMMERCIAL MOTOR VEHICLES CHEDULE**

<b>SN</b>	<b>REG.NO</b>	<b>DESCRIPTION</b>	<b>Engine CC</b>	<b>YOM</b>	<b>CURRENT VALUE (2021)</b>
1	KCP 120K	Landcruiser	4200	2019	3,745,162.00
2	KBT 689N	Landcruiser	4200	2012	657,190.00
3	KCD 437G	Landcruiser	4200	2015	1,405,229.00
4	KBT 597N	Landcruiser	4200	2012	657,190.00
5	KBT 598N	Landcruiser	4200	2012	657,190.00
6	KCH 562Q	Toyota Hiace	3000	2017	2,043,208.00
7	KCH 749Q	Toyota Hiace	3000	2017	2,320,630.00
8	KCK 665U	Toyota Hiace	3000	2018	2,900,787.00
9	ZB 4906	Trailer	0	2002	13,835.00
10	KCH 608Q	Truck Isuzu	4334	2015	692,060.00
11	KAV 395E	Truck Mitsubishi	3567	2005	75,476.00
12	KBU 088T	Truck Mitsubishi	7545	2012	1,028,838.00

**TABLE 3: MOTOR CYCLE - PRIVATE**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES</b>
<b>CLASS</b>	<b>MOTOR CYCLE – COMPREHENSIVE</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>VEHICLE(S)</b>	As per attached schedule		
<b>DRIVERS</b>	The insured or any other person authorized by him and by law to cycle the insured motor cycle(s)		
<b>LIMITS of Liability</b>	1. Third Party Persons: Unlimited 2. Third Party Property: Unlimited 4. Towing charges: <b>Kes. 10,000.00</b> 5. Authorized repair Limited: <b>Kes. 10,000.00</b> 6. Medical Expenses: <b>Kes. 50,000.00</b>		
<b>USE CLAUSES</b>	Use for Social domestic and pleasure purposes and in connection with the insured's business or profession.		
<b>EXCESS</b>	Own damage .....  Theft claim .....		
<b>SPECIAL CLAUSES</b>			
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURER</b>			



**Kenya Bureau of Standards**  
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E

SN	REG.NO	DESCRIPTION	Engine CC	YOM	CURRENT VALUE (2021)
1	KBB 915S	Motor Bike Yamaha	175	2008	10,212.00
2	KBB 916S	Motor Bike Yamaha	175	2008	10,212.00
3	KCD 053G	Motor Bike Yamaha	175	2015	99,720.00



**TABLE 4: EMPLOYER'S LIABILITY**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES.</b>
<b>CLASS OF INSURANCE</b>	<b>EMPLOYER'S LIABILITY</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>BASIS OF COVER</b>			
<b>COVER</b>	Indemnity to the insured in respect of death, illness or injury to employees (including temporary and casual staff) arising out of and in the course of their employment at common law.		
<b>INTEREST AND EMPLOYEES COVERED</b>	<b>No.</b> <b>977</b>	<b>Est. Annual Earnings</b> <b>Kes. 1,917,400,334.00</b>	
<b>LIMITS OF LIABILITY</b>	i. Any One Person: <b>Kes. 8,000,000.00</b> ii. Any One Occurrence: <b>Kes. 25,000,000.00</b> iii. Any one Period of Insurance: <b>Kes. 50,000,000.00</b> <b>Special /Extensive Clauses</b> 1. Cancellation Notice - <b>30 Days</b> 2. Riots, strikes and civil commotion 3. Jurisdiction Clause – Kenya 4. Travel to and from work/social/sporting activities, etc. 5. Premium adjustment Clause		
<b>NAME EXCLUSIONS</b>			
<b>EXCESS</b>			
<b>ANNUAL PREMIUM</b>			
<b>INSURER</b>			

**TABLE 5: MONEY POLICY**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES</b>
<b>CLASS OF POLICY</b>	<b>MONEY POLICY</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>COVER</b>	Loss of money and damage to safes as declared in KEBS HQ/ Regions/ Centers. Money deemed to include cash, currency notes, current postage, revenue stamps& NHIF Stamps, Uncrossed and scratch cards in any of KEBS offices countrywide.		
<b>INTEREST &amp; LIMITS</b>	Cash with authorized staff - <b>Kes. 1,500,000.00</b> Cash in transit to and from bank - <b>Kes. 5,000,000.00</b> Cash in premises outside business hours - <b>Kes. 1,500,000.00</b> Cash in premises during business hours - <b>Kes. 3,000,000.00</b>		
<b>AREA LIMITS</b>	Estimated Annual carry - <b>Kes. 500,000,000.00</b> Kenya		
<b>EXCESS BASIS OF VALUATION</b>	Cash-Indemnity Safe - Reinstatement		
<b>ANNUAL PREMIUM</b>			<b>TOTAL</b>
<b>INSURER</b>			

**TABLE 6: FIDELITY GUARANTEE INSURANCE**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES.</b>
<b>CLASS OF POLICY</b>	<b>FIDELITY GUARANTEE INSURANCE</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>BUSINESS/TRADE OF INSURED</b>	Kenya Bureau of standards		
<b>LIMIT OF LIABILITY</b>	No of employees involved in handling cases/stocks/stores- 50		
<b>POLICY EXCESS</b>	Anyone person – <b>Kes. 5,000,000.00</b>		
<b>ANNUAL PREMIUM</b>	Anyone period – <b>Kes. 100,000,000.00</b>		
	<b>TOTAL</b>		
<b>INSURER</b>			

**TABLE 7: FIRE, SPECIAL PERILS AND CONSEQUENTIAL LOSS**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KES.</b>
<b>CLASS OF POLICY</b>	<b>FIRE,SPECIAL PERILS AND CONSEQUENTIAL LOSS</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>SCOPE OF COVER</b>	Loss or damage occasioned by fire, explosion, earthquake, volcanic eruption, subterranean fire, bushfire, riots and strikes, malicious damage, impact (including by own vehicles) flood, bursting or overflowing of water tanks, pipes etc. ( <i>NOTE: Consequential Loss - KEBS is not a profit making organization hence Gross Profit is NOT Applicable</i> )		
<b>INTERESTS AND SUMS INSURED</b>	<p>A. Kenya Bureau of Standards offices and buildings located in various regions within Kenya all valued at <b><u>Kes 2,146,222,955.00</u></b> (<i>NOTE: No breakdown of Assets per location as KEBS Assets within Kenya are treated as one</i>)</p> <p>B. Office Equipment and contents of every description at Kenya Bureau of Standards Head Office and various centers within Kenya all valued at <b><u>Kes. 2,151,913,707.00</u></b></p> <p><b>Total Sum Insured: Kes <u>4,298,136,702.00</u></b></p>		
<b>CLAUSES APPLICABLE</b>	<p>Including designation of property clause, Including capital clause, Including architects, quantity surveyors fee clause, Including Municipal, city plans scrutiny fees clause,</p> <p>Including Internal removal Including alterations and repairs clause Including costs of demolition and erection of loading clause</p> <p>Including reinstatement of loss clause Including temporary removal Including mis-description clause Including definition of building clause Including all other contents/public authorities' clause and debris removal</p>		
<b>ANNUAL PREMIUM</b>			
<b>INSURER</b>	<b>TOTAL</b>		

**TABLE 8: BURGLARY**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH.</b>
<b>CLASS OF POLICY</b>	<b>BURGLARY</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>SCOPE OF COVER</b>	Loss or damage occasioned by theft, by forcible violence entry into or exit from the premises.		
<b>INTERESTS AND SUMS INSURED</b>	On office equipment, furniture, fittings and contents of every description at Kenya Bureau of Standards Headquarters and various centers within Kenya all valued at <b><u>Kes. 2,151,913,707.00</u></b>		
<b>F/L/S/I</b>	<b><u>Kes. 100,000,000.00</u></b>		
<b>SPECIAL EXTENSIVE CLAUSE</b>	Including riots and strikes Including armed hold up Including damage to buildings Automatic reinstatement of the loss Watchman's warranty Excluding theft by servant/employee Excluding cash, currency notes and cheques Including the average clause Including good held on trust.		
<b>EXCESS</b>	Maximum----- Minimum-----		
<b>ANNUAL PREMIUM</b>			<b>TOTAL</b>
<b>INSURER</b>			

**TABLE 9: ALL RISKS INSURANCE**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH.</b>
<b>CLASS OF POLICY</b>	<b>ALL RISKS INSURANCE</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>SCOPE OF COVER</b>	Loss or damage to the insured’s property however arising subjects to the terms, conditions and exclusion of the policy.		
<b>INTERESTS AND SUMS INSURED</b>	<b><u>Items covered;</u></b> Office Equipment, including Computers, Printers, Typewriters, Copiers and high risk Laboratory Equipment, Calculators, PABX Switchboards, and Telephone handsets. All valued at <b><u>Kshs. 2,151,913,707.00</u></b>		
<b>CLAUSE APPLICABLE</b>	Including riots and strikes Locked car boot clause Pairs and sets clause Average clause Including automatic reinstatement of loss.		
<b>EXCESS</b>	Maximum----- Minimum-----		
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURER</b>			

**TABLE 10: TRAVEL INSURANCE**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH. Maximum Deposit KSH.300,000.00</b>
<b>CLASS OF POLICY</b>	<b>TRAVEL INSURANCE COVER</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>SCOPE OF COVER</b>	<ul style="list-style-type: none"> <li>➤ Personal Accident whilst in flight/public conveyance or 24 hours for Death or Permanent Total Disability.</li> <li>➤ Medical Expenses and Assistance Services including transmission of urgent messages and consular referral.</li> <li>➤ Medical Assistance and direct payment of In-Patient and Outpatient medical bills.</li> <li>➤ Transport and Repatriation.</li> <li>➤ Hospitalization allowance.</li> <li>➤ Hijack.</li> <li>➤ Cancellation and/or curtailment</li> <li>➤ Loss of luggage</li> <li>➤ Delay of luggage</li> <li>➤ Travel delay</li> <li>➤ Loss of cash and/or documents</li> <li>➤ Personal liability and legal expenses etc.</li> <li>➤ Travel guard protector</li> <li>➤ Any other</li> </ul>		
<b>INTERESTS AND SUMS INSURED</b>			
<b>CLAUSE APPLICABLE</b>			
<b>EXCESS (INDICATE)</b>			
<b>DEPOSIT</b>			
<b>INSURER</b>			

**TABLE 11: GROUP PERSONAL ACCIDENT/ WIBA ENHANCED (STAFF)**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH.</b>
<b>CLASS OF POLICY</b>	<b>GROUP PERSONAL ACCIDENT/WIBA ENHANCED(STAFF)</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>INSURED PERSONS</b>	<p><b>No. Gross Annual salaries</b>  <b>Estimated total No. of Employees 977 Kes. 1,917,400,334.00</b></p> <p>Notes on Group Personal Accident/WIBA Act (Staff) Policies:</p> <ul style="list-style-type: none"> <li>The Group Personal Accident /WIBA Act (Staff) Policies shall be awarded to one (1) Underwriter. The Brokers should submit quotations for the policies from the same Underwriter. The quotations should however, be separate for each policy.</li> </ul>		
<b>BENEFITS</b>	<p><b>Sections -A-Non occupational</b></p> <p><b>SCOPE OF COVER:</b> 24 hour worldwide personal accident coverage.</p> <p><b>PERSONS INSURED:</b> All insured's Employees.                  Estimated Gross Annual Wage roll – Kes. <b>1,895,743,188.60</b></p>		
<b>EARNINGS DEFINATION</b>	<p>Number of Employees 1008</p>		
<b>NAME EXCLUSION (S)</b>	<p><b>BENEFITS INSURED:</b> Death - 60 months' earnings                  Permanent disablement - 60 months' earnings                  Temporary total disablement - Actual weekly                  Earnings. Limit 104 weeks.                  Medical expenses Kes 500,000.00</p> <p><b>ACCUMULATION LIMIT:</b> Kes 60,000,000.00</p>		
<b>SPECIAL CLAUSE</b>	<p><b>Section B-Work Injury Benefits Acts-Occupational</b></p> <p><b>BENEFITS INSURED:</b> Death - 96 Months earnings                  Permanent disablement - 96 Months earnings                  Temporary total disablement - Actual weekly                  Earnings Limit 104 weeks                  Medical expenses Kshs 100,000                  Funeral expenses Kshs.100, 000</p> <p><b>As appearing on the pay slip the month preceding the date of accident including allowances of constant nature.</b></p>		
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURERS</b>			

**TABLE 12: GROUP PERSONAL ACCIDENT (BORD OF DIRECTORS)**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH.</b>
<b>CLASS OF POLICY</b>	<b>GROUP PERSONAL ACCIDENT (DIRECTORS)</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>INSURED PERSONS</b>	Estimated No. of Directors – <b>13</b> Board of Directors. <b>SCOPE OF COVER:</b> 24-hour world-wide personal accident coverage.		
<b>BENEFITS</b>	<b>BENEFITS INSURED</b>		
	<b>PER PERSON:</b> Death - Kes. 2, 500,000.00 Permanent Disability - Kes. 2, 500,000.00 Temporary total disability - Kes. 10,000 weekly Medical expenses - Kes. 500,000.00		
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURERS</b>			

**TABLE 13: GROUP LIFE INSURANCE**

<b>INSURED</b>	<b>KENYA BUREAU OF STANDARDS</b>		<b>KSH.</b>
<b>CLASS OF POLICY</b>	<b>GROUP LIFE INSURANCE</b>		
<b>PERIOD</b>	<b>FROM: 1<sup>st</sup> February 2022</b>	<b>TO: 31<sup>st</sup> January, 2024</b>	
<b>PERSONS COVERED</b>	Estimated No of Employees <b>977</b>	<u>Annual Basic Pay</u> <b>Kes. 1,295,431,808.00</b>	
<b>COVER</b>	As per KEBS Staff list on Page 67		
<b>BENEFIT</b>	Death due to any cause		
<b>FREE COVER LIMIT</b>	Four years' earnings Based on <u>Annual Basic Salary</u>		
<b>NAME EXCLUSION (S)</b>	-----		
<b>OTHER ADDITIONAL BENEFITS</b>	-----		
<b>ANNUAL PREMIUM</b>	<b>TOTAL</b>		
<b>INSURER</b>			



**KEBS STAFF LIST**

S/No	Staff No	Date Of Birth	Basic Salary	Gross Pay	S/No	Staff No	Date Of Birth	Basic Salary	Gross Pay
1	176	20/09/1962	117,571.00	165,571.00	488	1573	20/05/1982	128,593.00	193,593.00
2	223	08/04/1957	165,334.00	227,334.00	489	1575	10/12/1975	134,716.00	216,816.00
3	273	25/05/1963	84,651.00	109,651.00	490	1576	26/11/1977	128,593.00	193,593.00
4	290	22/10/1963	98,523.80	123,523.80	491	1577	20/08/1981	172,222.00	267,422.00
5	294	06/12/1959	105,814.00	136,814.00	492	1578	23/11/1984	134,716.00	196,716.00
6	295	10/02/1963	84,651.00	104,651.00	493	1579	05/09/1987	78,380.00	182,580.00
7	306	04/11/1959	165,334.00	227,334.00	494	1581	23/05/1981	102,874.00	150,874.00
8	355	13/07/1962	84,651.00	109,651.00	495	1582	10/07/1972	172,222.00	267,422.00
9	384	01/06/1964	70,597.50	89,597.50	496	1583	28/11/1979	134,716.00	196,716.00
10	398	17/06/1962	153,087.00	218,087.00	497	1584	10/10/1977	62,704.00	82,704.00
11	402	01/06/1959	98,523.80	123,523.80	498	1585	01/06/1978	93,077.00	144,077.00
12	436	25/02/1963	122,469.00	179,469.00	499	1586	30/01/1985	110,222.00	172,222.00
13	451	04/08/1961	105,814.00	136,814.00	500	1587	01/06/1965	84,651.00	104,651.00
14	466	13/11/1962	165,334.00	227,334.00	501	1588	20/07/1982	122,469.00	184,469.00
15	521	14/12/1963	132,267.00	178,267.00	502	1589	20/06/1982	116,346.00	178,346.00
16	529	23/10/1962	153,087.00	215,087.00	503	1590	25/01/1989	78,381.00	98,381.00
17	530	01/08/1964	105,814.00	136,814.00	504	1592	24/04/1980	137,778.00	250,533.60
18	534	15/01/1962	84,651.00	109,651.00	505	1593	15/09/1978	81,516.00	101,516.00
19	536	31/07/1964	54,177.00	67,177.00	506	1594	01/06/1972	68,975.00	88,975.00
20	539	01/01/1962	159,210.00	219,210.00	507	1595	04/08/1975	116,346.00	181,346.00
21	545	07/07/1963	65,213.00	79,213.00	508	1596	07/01/1978	97,976.00	148,976.00
22	547	05/01/1965	165,334.00	225,334.00	509	1597	27/08/1987	97,976.00	130,976.00
23	558	03/10/1963	81,516.00	101,516.00	510	1598	05/07/1969	116,346.00	178,346.00
24	561	13/01/1965	176,050.00	255,050.00	511	1599	07/07/1974	84,651.00	104,651.00
25	572	16/10/1964	132,267.00	180,267.00	512	1600	12/10/1985	172,222.00	267,422.00
26	574	19/06/1962	165,334.00	277,334.00	513	1601	15/01/1981	107,773.00	158,773.00
27	577	01/06/1965	146,963.00	208,963.00	514	1602	23/07/1981	128,593.00	193,593.00
28	581	01/06/1963	105,814.00	136,814.00	515	1603	05/12/1984	74,461.00	108,461.00
29	592	30/12/1962	67,721.00	81,721.00	516	1604	19/11/1980	110,222.00	175,222.00
30	594	02/04/1963	84,651.00	104,651.00	517	1605	23/12/1981	110,222.00	175,222.00
31	601	17/05/1967	54,177.00	65,677.00	518	1606	01/06/1978	140,840.00	202,840.00
32	619	05/05/1963	322,918.00	457,718.00	519	1607	11/12/1976	172,222.00	267,422.00
33	631	28/08/1963	84,651.00	104,651.00	520	1608	22/04/1980	107,773.00	158,773.00
34	645	20/02/1963	84,651.00	109,651.00	521	1610	12/03/1983	93,077.00	141,077.00
35	652	25/05/1965	134,716.00	196,716.00	522	1611	13/09/1980	134,716.00	199,716.00
36	662	01/06/1963	134,716.00	196,716.00	523	1614	22/05/1981	128,593.00	190,593.00
37	677	15/01/1966	84,651.00	104,651.00	524	1616	25/12/1984	102,874.00	150,874.00
38	686	04/07/1968	54,177.00	65,677.00	525	1617	24/09/1986	97,976.00	140,976.00
39	717	02/09/1964	72,110.00	102,926.50	526	1618	08/04/1984	110,222.00	172,222.00
40	729	03/07/1968	84,651.00	104,651.00	527	1619	31/12/1982	172,222.00	267,422.00
41	731	03/03/1969	105,814.00	136,814.00	528	1620	20/12/1978	122,469.00	184,469.00
42	734	26/09/1968	84,651.00	104,651.00	529	1621	14/08/1979	59,569.00	79,569.00
43	735	08/04/1969	122,469.00	184,469.00	530	1622	01/06/1974	137,778.00	216,778.00
44	738	20/11/1962	132,267.00	184,767.00	531	1623	20/08/1987	74,461.00	105,461.00
45	742	22/08/1966	105,814.00	136,814.00	532	1625	27/11/1972	84,651.00	104,651.00
46	746	01/06/1962	84,651.00	104,651.00	533	1626	12/06/1983	84,651.00	104,651.00
47	750	25/02/1962	258,334.00	353,534.00	534	1627	13/06/1985	72,110.00	92,110.00

48	755	28/09/1964	153,087.00	215,087.00	535	1628	19/02/1982	172,222.00	267,422.00
49	757	13/09/1962	153,087.00	218,087.00	536	1630	01/06/1976	81,516.00	101,516.00
50	760	24/09/1968	298,998.00	433,798.00	537	1631	09/12/1974	84,651.00	104,651.00
51	762	23/08/1966	117,571.00	191,571.00	538	1632	10/10/1979	84,651.00	104,651.00
52	764	31/08/1963	229,630.00	324,830.00	539	1633	29/03/1980	84,651.00	104,651.00
53	765	27/11/1964	322,918.00	457,718.00	540	1634	12/12/1979	116,346.00	181,346.00
54	768	30/08/1968	132,267.00	180,267.00	541	1635	25/12/1983	122,469.00	173,469.00
55	775	18/08/1966	298,998.00	433,798.00	542	1636	03/03/1982	122,469.00	204,569.00
56	779	24/05/1962	105,814.00	186,814.00	543	1638	11/12/1987	50,163.00	64,163.00
57	780	08/01/1965	322,918.00	457,718.00	544	1639	24/10/1986	86,218.00	128,118.00
58	805	14/12/1965	258,334.00	353,534.00	545	1640	19/09/1982	102,874.00	153,874.00
59	814	13/03/1962	172,222.00	267,422.00	546	1646	21/03/1979	313,948.00	498,148.00
60	815	12/08/1965	165,334.00	230,334.00	547	1647	25/01/1983	116,346.00	178,346.00
61	818	12/04/1966	93,077.00	157,577.00	548	1649	03/05/1980	72,110.00	92,110.00
62	827	12/12/1963	127,368.00	175,368.00	549	1650	01/06/1976	78,380.00	117,580.00
63	830	20/08/1969	127,368.00	199,368.00	550	1651	01/09/1975	68,975.00	97,175.00
64	833	10/07/1967	105,814.00	136,814.00	551	1652	02/03/1971	84,651.00	104,651.00
65	835	13/06/1971	160,741.00	239,741.00	552	1653	26/11/1982	72,110.00	95,110.00
66	845	30/05/1966	67,721.00	81,721.00	553	1654	01/06/1981	84,651.00	104,651.00
67	847	24/01/1970	78,381.00	98,381.00	554	1655	13/01/1985	145,432.00	224,432.00
68	852	13/01/1964	87,661.50	123,661.50	555	1656	18/09/1976	78,380.00	109,380.00
69	853	08/03/1967	165,334.00	227,334.00	556	1658	17/03/1971	146,963.00	214,963.00
70	855	01/07/1971	84,651.00	104,651.00	557	1659	23/12/1977	72,110.00	92,110.00
71	856	01/06/1967	78,381.00	98,381.00	558	1660	04/06/1984	93,077.00	141,077.00
72	858	13/12/1968	210,494.00	305,694.00	559	1661	06/06/1966	62,705.00	76,705.00
73	861	12/01/1970	322,918.00	457,718.00	560	1662	15/07/1982	172,222.00	267,422.00
74	865	03/02/1967	258,334.00	353,534.00	561	1663	11/05/1975	53,776.50	104,776.50
75	868	01/01/1969	227,238.00	427,038.00	562	1664	04/08/1982	128,593.00	190,593.00
76	870	09/09/1966	146,963.00	208,963.00	563	1665	05/10/1984	62,705.00	76,705.00
77	874	27/11/1969	140,840.00	202,840.00	564	1666	17/02/1985	78,380.00	109,380.00
78	887	23/07/1972	101,895.00	132,895.00	565	1667	17/12/1985	78,380.00	98,380.00
79	891	17/09/1973	84,651.00	104,651.00	566	1668	23/04/1982	55,180.00	69,180.00
80	892	29/10/1969	128,593.00	190,593.00	567	1669	31/03/1965	93,077.00	141,077.00
81	893	12/12/1968	68,975.00	88,975.00	568	1670	27/09/1969	82,299.00	115,299.00
82	895	24/07/1965	84,651.00	104,651.00	569	1673	30/03/1983	122,469.00	187,469.00
83	901	12/12/1963	54,177.00	65,677.00	570	1674	21/06/1981	122,469.00	184,469.00
84	902	12/11/1969	65,840.00	85,840.00	571	1675	03/01/1985	128,593.00	218,668.60
85	905	28/10/1967	105,814.00	136,814.00	572	1677	21/08/1985	137,778.00	216,778.00
86	911	12/12/1970	52,672.00	66,672.00	573	1678	04/04/1984	137,778.00	216,778.00
87	912	25/02/1966	65,213.00	79,213.00	574	1679	16/08/1984	137,778.00	216,778.00
88	913	02/01/1969	72,110.00	142,110.00	575	1680	07/04/1984	122,469.00	184,469.00
89	918	21/02/1967	84,651.00	154,651.00	576	1681	02/06/1986	128,593.00	190,593.00
90	919	05/09/1974	84,651.00	104,651.00	577	1682	12/08/1984	82,299.00	115,299.00
91	920	07/08/1967	84,651.00	104,651.00	578	1683	01/06/1984	107,773.00	155,773.00
92	922	22/07/1967	132,267.00	183,267.00	579	1684	18/06/1986	86,218.00	117,218.00
93	923	15/02/1970	160,741.00	239,741.00	580	1685	03/08/1984	47,028.50	81,028.50
94	926	25/07/1967	258,334.00	353,534.00	581	1687	21/11/1976	88,178.00	134,178.00
95	929	24/07/1969	258,334.00	353,534.00	582	1688	03/10/1984	93,077.00	141,077.00
96	933	23/06/1969	239,198.00	334,398.00	583	1689	14/06/1984	88,178.00	139,178.00

97	934	25/02/1970	258,334.00	353,534.00	584	1691	23/02/1985	97,976.00	143,976.00
98	937	29/09/1969	322,918.00	460,718.00	585	1692	20/06/1985	86,218.00	117,218.00
99	938	15/03/1966	84,651.00	104,651.00	586	1693	10/10/1985	102,874.00	150,874.00
100	944	30/03/1971	132,267.00	180,267.00	587	1694	03/03/1985	102,874.00	153,874.00
101	945	14/05/1971	128,593.00	190,593.00	588	1695	03/03/1982	97,976.00	148,976.00
102	950	01/07/1967	107,773.00	155,773.00	589	1696	18/06/1983	97,976.00	143,976.00
103	952	04/04/1966	84,651.00	104,651.00	590	1697	05/06/1987	97,976.00	148,976.00
104	953	18/09/1974	86,218.00	118,718.00	591	1698	28/11/1986	74,461.00	107,461.00
105	954	06/06/1970	110,222.00	175,222.00	592	1699	28/01/1983	93,077.00	141,077.00
106	955	05/05/1973	172,222.00	270,422.00	593	1701	05/03/1985	137,778.00	216,778.00
107	956	01/08/1974	101,895.00	132,895.00	594	1702	20/10/1985	102,874.00	150,874.00
108	958	10/09/1976	107,773.00	155,773.00	595	1703	01/02/1984	74,461.00	105,461.00
109	961	06/08/1969	84,651.00	104,651.00	596	1704	14/10/1975	97,976.00	148,976.00
110	962	24/07/1971	75,245.00	95,245.00	597	1705	10/10/1984	94,057.00	128,057.00
111	963	25/11/1971	105,814.00	136,814.00	598	1706	06/06/1985	116,346.00	181,346.00
112	965	22/10/1972	101,895.00	132,895.00	599	1707	24/12/1985	86,218.00	117,218.00
113	970	08/04/1972	172,222.00	267,422.00	600	1708	13/03/1983	137,778.00	250,533.60
114	972	18/12/1967	153,087.00	213,087.00	601	1709	13/12/1976	93,077.00	144,077.00
115	977	05/01/1970	258,334.00	353,534.00	602	1710	27/03/1984	137,778.00	216,778.00
116	978	04/04/1971	287,038.00	421,838.00	603	1711	04/04/1987	112,672.00	160,672.00
117	979	20/02/1971	239,198.00	334,398.00	604	1712	22/08/1978	74,461.00	107,461.00
118	980	15/02/1964	206,667.00	285,667.00	605	1713	03/09/1981	78,380.00	109,380.00
119	982	08/08/1971	200,926.00	296,126.00	606	1714	21/05/1986	110,222.00	172,222.00
120	983	25/10/1972	258,334.00	353,534.00	607	1715	25/11/1986	78,380.00	109,380.00
121	985	27/12/1970	258,334.00	353,534.00	608	1716	28/08/1978	74,461.00	185,244.55
122	986	02/10/1969	199,013.00	278,013.00	609	1718	12/10/1969	122,469.00	170,469.00
123	989	01/06/1970	165,334.00	230,334.00	610	1719	13/06/1984	78,380.00	109,380.00
124	990	24/06/1971	258,334.00	353,534.00	611	1720	24/12/1984	59,569.00	79,569.00
125	991	19/02/1971	263,118.00	397,918.00	612	1722	15/10/1987	74,461.00	155,461.00
126	995	10/04/1969	220,062.00	315,262.00	613	1723	30/12/1974	74,461.00	157,461.00
127	997	23/07/1968	263,118.00	447,918.00	614	1724	20/01/1984	102,874.00	200,874.00
128	998	01/06/1972	84,651.00	104,651.00	615	1725	03/01/1981	102,874.00	200,874.00
129	1002	30/12/1973	112,672.00	215,172.00	616	1726	18/03/1985	97,976.00	195,976.00
130	1003	05/07/1969	172,222.00	270,422.00	617	1727	21/04/1970	65,213.00	132,166.36
131	1004	27/07/1967	107,773.00	155,773.00	618	1728	02/01/1990	110,222.00	222,222.00
132	1005	10/06/1967	159,210.00	221,210.00	619	1729	25/08/1989	102,874.00	200,874.00
133	1007	23/01/1967	128,593.00	193,593.00	620	1730	12/12/1985	82,299.00	163,299.00
134	1008	01/06/1966	84,651.00	117,348.65	621	1731	27/02/1983	59,569.00	122,458.68
135	1012	13/10/1971	78,381.00	98,381.00	622	1732	13/09/1986	86,218.00	167,218.00
136	1013	02/06/1969	84,651.00	104,651.00	623	1733	12/05/1987	82,299.00	163,299.00
137	1014	01/06/1974	67,721.00	81,721.00	624	1734	10/04/1988	110,222.00	222,222.00
138	1015	01/06/1972	110,222.00	172,222.00	625	1735	11/01/1984	102,874.00	200,874.00
139	1018	12/06/1972	78,381.00	98,381.00	626	1736	22/02/1987	97,976.00	198,976.00
140	1019	29/07/1970	328,898.00	517,098.00	627	1737	15/08/1984	110,222.00	225,222.00
141	1020	01/06/1973	128,593.00	190,593.00	628	1739	23/11/1982	137,778.00	291,268.00
142	1022	28/05/1973	116,346.00	178,346.00	629	1740	12/01/1985	88,178.00	186,178.00
143	1024	23/06/1962	54,177.00	70,677.00	630	1741	20/08/1984	110,222.00	225,222.00
144	1026	06/09/1974	128,593.00	190,593.00	631	1742	30/09/1984	110,222.00	222,222.00
145	1027	19/09/1969	62,705.00	76,705.00	632	1743	05/09/1986	137,778.00	291,268.00

146	1029	19/07/1972	258,334.00	353,534.00	633	1745	25/07/1985	88,178.00	186,178.00
147	1030	21/05/1973	78,381.00	110,881.00	634	1746	12/12/1984	82,299.00	163,299.00
148	1034	29/04/1972	165,334.00	230,334.00	635	1747	11/11/1989	101,895.00	182,895.00
149	1036	28/02/1963	165,334.00	230,334.00	636	1748	14/02/1983	72,110.00	144,110.00
150	1037	22/12/1967	210,494.00	305,694.00	637	1749	14/04/1988	72,110.00	142,110.00
151	1038	04/09/1970	206,667.00	285,667.00	638	1750	05/04/1980	88,178.00	189,178.00
152	1039	07/07/1976	105,814.00	136,814.00	639	1751	01/01/1978	74,461.00	157,461.00
153	1045	07/02/1972	84,651.00	104,651.00	640	1752	14/05/1983	74,461.00	157,461.00
154	1047	07/06/1972	68,975.00	88,975.00	641	1753	22/08/1987	68,975.00	138,637.00
155	1054	01/07/1977	159,210.00	221,210.00	642	1754	26/05/1974	82,299.00	163,299.00
156	1055	01/06/1974	105,814.00	136,814.00	643	1755	31/12/1985	82,299.00	163,299.00
157	1058	05/09/1974	84,651.00	119,651.00	644	1756	26/08/1976	82,299.00	163,299.00
158	1060	18/12/1967	210,494.00	305,694.00	645	1757	31/10/1984	176,050.00	305,050.00
159	1062	13/12/1969	210,494.00	305,694.00	646	1758	07/05/1986	107,773.00	205,773.00
160	1065	23/04/1977	84,651.00	104,651.00	647	1759	27/12/1986	110,222.00	225,222.00
161	1068	14/10/1972	105,814.00	146,314.00	648	1760	02/08/1986	137,778.00	266,778.00
162	1069	30/08/1973	172,222.00	267,422.00	649	1761	02/07/1987	172,222.00	317,422.00
163	1070	09/10/1973	116,346.00	178,346.00	650	1762	30/12/1985	65,213.00	126,166.36
164	1071	01/10/1969	105,814.00	136,814.00	651	1763	18/08/1985	46,538.50	144,538.50
165	1073	12/09/1977	102,874.00	150,874.00	652	1764	07/07/1985	110,222.00	222,222.00
166	1077	07/08/1966	65,213.00	79,213.00	653	1765	17/05/1986	102,874.00	200,874.00
167	1080	24/12/1969	75,245.00	95,245.00	654	1766	25/08/1980	93,077.00	284,154.00
168	1082	01/06/1968	78,381.00	98,381.00	655	1767	15/03/1985	51,437.00	139,471.64
169	1083	05/04/1973	128,593.00	190,593.00	656	1769	04/08/1974	78,381.00	98,381.00
170	1085	18/09/1971	105,814.00	136,814.00	657	1770	13/07/1980	78,381.00	98,381.00
171	1086	25/11/1976	54,177.00	65,677.00	658	1771	10/08/1970	75,245.00	95,245.00
172	1089	03/03/1972	258,334.00	353,534.00	659	1772	16/12/1966	81,516.00	101,516.00
173	1091	01/06/1976	78,381.00	98,381.00	660	1773	11/12/1980	72,110.00	92,110.00
174	1092	11/11/1969	54,177.00	65,677.00	661	1775	31/01/1987	93,077.00	144,077.00
175	1097	11/07/1977	172,222.00	267,422.00	662	1776	12/04/1974	97,976.00	148,976.00
176	1099	17/05/1968	146,963.00	203,963.00	663	1777	26/06/1991	74,461.00	105,461.00
177	1101	04/10/1968	128,593.00	193,593.00	664	1778	01/07/1984	52,672.00	66,672.00
178	1104	10/11/1976	84,651.00	104,651.00	665	1779	03/10/1990	52,672.00	66,672.00
179	1106	17/09/1973	168,395.00	247,395.00	666	1780	02/04/1976	65,840.00	85,840.00
180	1107	01/06/1962	84,651.00	104,651.00	667	1781	03/08/1980	59,569.00	79,569.00
181	1112	12/04/1966	143,519.00	278,319.00	668	1784	01/09/1987	78,381.00	106,581.00
182	1113	03/11/1972	165,334.00	227,334.00	669	1786	19/05/1989	137,778.00	216,778.00
183	1115	01/08/1972	258,334.00	424,800.80	670	1787	01/10/1986	45,069.00	79,069.00
184	1116	15/08/1966	258,334.00	353,534.00	671	1788	31/05/1984	88,178.00	139,178.00
185	1117	14/12/1973	229,630.00	324,830.00	672	1789	04/07/1973	93,077.00	144,077.00
186	1118	23/08/1967	258,334.00	353,534.00	673	1790	20/11/1986	88,178.00	139,178.00
187	1119	04/07/1972	110,031.00	205,231.00	674	1791	03/05/1979	88,178.00	139,178.00
188	1123	20/12/1963	287,038.00	414,238.00	675	1792	01/01/1988	93,077.00	147,077.00
189	1126	16/08/1972	210,494.00	305,694.00	676	1793	12/06/1988	93,077.00	144,077.00
190	1128	16/06/1968	206,667.00	275,667.00	677	1794	26/01/1989	88,178.00	139,178.00
191	1129	01/06/1969	48,157.00	59,657.00	678	1795	14/07/1986	88,178.00	136,178.00
192	1132	05/04/1972	103,333.50	232,333.50	679	1796	09/07/1988	88,218.00	136,218.00
193	1136	04/11/1971	287,038.00	421,838.00	680	1797	15/01/1988	88,178.00	139,178.00
194	1138	16/07/1973	210,494.00	305,694.00	681	1799	15/06/1984	78,380.00	109,380.00

195	1139	14/02/1975	153,087.00	218,087.00	682	1800	04/08/1988	74,461.00	115,661.00
196	1143	09/09/1973	210,494.00	305,694.00	683	1801	16/04/1992	70,542.00	103,542.00
197	1147	02/12/1972	86,218.00	117,218.00	684	1802	01/06/1985	88,178.00	139,178.00
198	1148	15/02/1969	97,976.00	145,976.00	685	1803	22/08/1975	88,178.00	139,178.00
199	1150	19/04/1973	153,087.00	215,087.00	686	1805	24/03/1985	93,077.00	144,077.00
200	1151	10/12/1975	215,278.00	350,078.00	687	1806	05/05/1985	86,218.00	117,218.00
201	1154	11/06/1972	258,334.00	353,534.00	688	1807	06/02/1987	70,542.00	101,542.00
202	1155	18/08/1973	153,087.00	215,087.00	689	1808	14/06/1984	137,778.00	216,778.00
203	1156	04/04/1974	165,334.00	227,334.00	690	1809	17/08/1984	88,178.00	136,178.00
204	1160	28/12/1970	122,469.00	184,469.00	691	1810	03/09/1979	97,976.00	148,976.00
205	1162	10/12/1972	258,334.00	353,534.00	692	1811	25/04/1986	88,178.00	139,178.00
206	1163	11/02/1973	191,358.00	286,558.00	693	1812	11/09/1984	97,976.00	145,976.00
207	1164	17/03/1971	199,013.00	278,013.00	694	1813	12/02/1985	137,778.00	216,778.00
208	1165	20/04/1972	77,350.10	151,350.10	695	1814	28/05/1985	93,077.00	144,077.00
209	1166	01/06/1970	153,087.00	210,087.00	696	1815	06/08/1990	74,461.00	105,461.00
210	1168	23/03/1963	132,267.00	178,267.00	697	1816	02/02/1986	88,178.00	139,178.00
211	1169	26/10/1970	258,334.00	353,534.00	698	1817	29/08/1990	93,077.00	144,077.00
212	1170	03/09/1973	258,334.00	358,034.00	699	1818	27/07/1985	90,138.00	121,138.00
213	1171	01/06/1974	159,210.00	221,210.00	700	1819	17/08/1985	88,178.00	139,178.00
214	1173	11/01/1970	153,087.00	215,087.00	701	1820	17/07/1989	88,178.00	139,178.00
215	1174	10/03/1974	160,741.00	239,741.00	702	1821	20/06/1987	93,077.00	144,077.00
216	1175	01/06/1972	206,667.00	285,667.00	703	1822	05/03/1989	88,178.00	136,178.00
217	1178	26/09/1972	86,218.00	117,218.00	704	1823	23/03/1989	88,178.00	139,178.00
218	1179	20/10/1974	146,963.00	208,963.00	705	1824	16/02/1988	93,077.00	144,077.00
219	1180	08/09/1975	153,087.00	218,087.00	706	1825	15/07/1988	90,138.00	124,138.00
220	1181	06/09/1975	86,218.00	117,218.00	707	1826	10/10/1988	93,077.00	136,077.00
221	1182	03/02/1971	72,110.00	92,110.00	708	1829	01/06/1974	88,178.00	139,178.00
222	1183	02/04/1974	140,840.00	202,840.00	709	1830	10/08/1989	93,077.00	144,077.00
223	1187	12/03/1972	206,667.00	285,667.00	710	1831	13/11/1983	68,975.00	88,975.00
224	1189	07/07/1978	137,778.00	216,778.00	711	1832	05/08/1975	74,461.00	107,461.00
225	1190	13/09/1974	78,381.00	98,381.00	712	1833	21/06/1984	70,542.00	103,542.00
226	1191	25/05/1973	101,895.00	132,895.00	713	1834	01/06/1977	74,461.00	107,461.00
227	1194	11/12/1969	67,721.00	81,721.00	714	1835	01/01/1977	74,461.00	105,461.00
228	1195	22/12/1972	75,245.00	95,245.00	715	1836	24/03/1986	70,542.00	101,542.00
229	1196	01/06/1971	206,667.00	285,667.00	716	1837	10/11/1986	93,077.00	144,077.00
230	1197	03/03/1976	67,721.00	81,721.00	717	1838	01/06/1983	74,461.00	107,461.00
231	1198	09/11/1976	72,110.00	92,110.00	718	1839	24/03/1991	70,542.00	103,542.00
232	1199	01/06/1965	67,721.00	81,721.00	719	1840	30/12/1980	93,077.00	144,077.00
233	1200	26/09/1971	84,651.00	104,651.00	720	1841	01/07/1979	78,380.00	109,380.00
234	1201	26/12/1971	122,469.00	184,469.00	721	1842	15/01/1989	88,178.00	136,178.00
235	1203	30/12/1966	165,334.00	227,334.00	722	1843	23/04/1989	93,077.00	141,077.00
236	1204	11/02/1973	298,998.00	433,798.00	723	1844	15/06/1990	93,077.00	144,077.00
237	1206	13/01/1973	258,334.00	353,534.00	724	1845	20/11/1987	93,077.00	144,077.00
238	1208	23/03/1967	72,110.00	92,110.00	725	1846	01/06/1980	62,764.00	84,764.00
239	1209	12/09/1972	165,334.00	213,334.00	726	1847	07/05/1987	93,077.00	144,077.00
240	1211	26/06/1965	84,651.00	104,651.00	727	1848	27/05/1985	88,178.00	139,178.00
241	1212	13/03/1975	172,222.00	267,422.00	728	1849	11/01/1986	110,222.00	208,222.00
242	1213	01/08/1972	159,210.00	221,210.00	729	1851	01/02/1987	88,178.00	136,178.00
243	1214	26/09/1974	86,218.00	117,218.00	730	1852	02/01/1986	70,542.00	101,542.00

244	1215	15/08/1971	105,814.00	136,814.00	731	1853	16/08/1987	88,178.00	139,178.00
245	1216	05/09/1972	153,087.00	218,087.00	732	1855	10/08/1990	88,178.00	139,178.00
246	1217	19/10/1975	128,593.00	190,593.00	733	1856	15/03/1986	74,461.00	105,461.00
247	1218	19/08/1978	93,077.00	141,077.00	734	1858	01/01/1973	191,358.00	286,558.00
248	1219	07/07/1972	105,814.00	146,314.00	735	1860	22/07/1991	88,178.00	136,178.00
249	1222	17/07/1976	74,461.00	105,461.00	736	1861	23/12/1987	88,178.00	139,178.00
250	1223	03/10/1976	78,380.00	109,380.00	737	1862	01/12/1988	88,178.00	136,178.00
251	1224	05/04/1969	55,180.00	69,180.00	738	1863	05/08/1989	88,178.00	136,178.00
252	1225	29/10/1967	206,667.00	335,667.00	739	1865	27/09/1988	88,178.00	136,178.00
253	1229	25/12/1972	140,840.00	205,840.00	740	1867	09/12/1992	88,178.00	136,178.00
254	1230	21/11/1973	67,358.00	132,358.00	741	1868	09/06/1979	70,542.00	101,542.00
255	1234	18/11/1972	168,395.00	247,395.00	742	1869	10/10/1987	78,380.00	98,380.00
256	1235	12/01/1974	191,358.00	270,358.00	743	1871	29/09/1980	137,778.00	216,778.00
257	1238	30/04/1974	128,593.00	190,593.00	744	1872	18/08/1990	74,461.00	105,461.00
258	1239	28/05/1975	165,334.00	227,334.00	745	1873	28/02/1992	88,178.00	136,178.00
259	1242	20/08/1968	132,267.00	180,267.00	746	1874	02/09/1989	78,380.00	109,380.00
260	1243	30/12/1974	258,334.00	353,334.00	747	1875	14/02/1989	88,178.00	136,178.00
261	1244	02/02/1974	122,469.00	184,469.00	748	1876	01/01/1984	88,178.00	136,178.00
262	1253	06/02/1973	146,963.00	208,963.00	749	1878	23/01/1982	239,198.00	373,998.00
263	1254	16/06/1979	93,077.00	136,077.00	750	1879	01/06/1974	191,358.00	286,558.00
264	1255	14/09/1976	128,593.00	190,593.00	751	1880	24/09/1982	191,358.00	286,358.00
265	1256	31/05/1974	172,222.00	267,422.00	752	1881	15/04/1986	215,278.00	350,078.00
266	1259	12/12/1975	84,651.00	104,651.00	753	1882	04/10/1990	97,976.00	145,976.00
267	1260	15/03/1976	172,222.00	267,422.00	754	1883	27/11/1984	97,976.00	145,976.00
268	1261	01/06/1971	84,651.00	104,651.00	755	1884	29/03/1983	93,077.00	141,077.00
269	1263	12/06/1964	84,651.00	104,651.00	756	1885	01/02/1987	40,131.00	51,631.00
270	1264	01/06/1966	84,651.00	120,651.00	757	1886	28/12/1978	40,131.00	51,631.00
271	1265	05/06/1979	128,593.00	190,593.00	758	1887	07/03/1981	50,163.00	64,163.00
272	1266	20/09/1974	159,210.00	273,210.00	759	1888	01/01/1980	50,163.00	64,163.00
273	1267	19/02/1981	165,334.00	230,334.00	760	1889	01/10/1989	78,380.00	112,380.00
274	1268	20/08/1973	72,110.00	92,110.00	761	1890	01/06/1988	59,569.00	83,869.00
275	1269	24/06/1978	86,218.00	117,218.00	762	1891	01/01/1990	78,380.00	109,380.00
276	1272	01/06/1972	84,651.00	104,651.00	763	1892	06/05/1987	62,704.00	82,704.00
277	1273	01/06/1976	82,299.00	113,299.00	764	1893	01/06/1985	50,163.00	64,163.00
278	1274	05/01/1978	122,469.00	184,469.00	765	1894	16/11/1991	40,131.00	51,631.00
279	1275	16/12/1972	128,593.00	190,593.00	766	1895	02/03/1971	62,704.00	82,704.00
280	1276	12/11/1972	75,245.00	95,245.00	767	1896	26/11/1990	62,704.00	82,704.00
281	1277	12/06/1976	258,334.00	356,334.00	768	1897	19/01/1981	78,380.00	109,380.00
282	1278	29/11/1977	101,895.00	132,895.00	769	1898	04/12/1988	59,569.00	79,569.00
283	1282	17/07/1977	105,814.00	186,814.00	770	1899	08/10/1988	40,131.00	51,631.00
284	1284	13/12/1977	168,395.00	247,395.00	771	1900	07/12/1978	40,131.00	51,631.00
285	1287	01/06/1980	112,672.00	155,672.00	772	1901	15/03/1986	78,380.00	109,380.00
286	1288	29/04/1970	146,963.00	203,963.00	773	1902	16/10/1988	62,704.00	82,704.00
287	1289	01/06/1969	84,651.00	154,651.00	774	1903	20/01/1982	78,380.00	109,380.00
288	1291	24/09/1967	84,651.00	104,651.00	775	1904	10/11/1994	78,380.00	109,380.00
289	1293	01/06/1970	84,651.00	104,651.00	776	1905	17/11/1984	74,461.00	105,461.00
290	1295	27/07/1976	84,651.00	104,651.00	777	1906	09/11/1991	40,131.00	51,631.00
291	1297	01/10/1981	84,651.00	104,651.00	778	1907	04/11/1980	40,131.00	51,631.00
292	1298	15/04/1978	67,721.00	81,721.00	779	1908	08/09/1989	78,380.00	109,380.00

293	1299	21/04/1970	86,218.00	117,218.00	780	1909	07/09/1990	78,380.00	112,380.00
294	1301	25/12/1973	84,651.00	104,651.00	781	1910	08/09/1991	78,380.00	109,380.00
295	1302	23/09/1976	59,569.00	79,569.00	782	1911	30/01/1991	78,380.00	109,380.00
296	1304	02/01/1981	160,741.00	239,741.00	783	1912	07/07/1990	78,380.00	112,380.00
297	1305	11/03/1978	97,976.00	143,976.00	784	1913	07/05/1991	78,380.00	109,380.00
298	1306	23/04/1976	160,741.00	239,741.00	785	1914	07/12/1989	78,380.00	109,380.00
299	1309	03/04/1964	322,918.00	457,718.00	786	1915	05/02/1991	78,380.00	112,380.00
300	1311	01/06/1978	110,222.00	172,222.00	787	1916	08/11/1986	50,163.00	64,163.00
301	1312	01/06/1978	78,381.00	106,581.00	788	1917	08/09/1984	62,704.00	82,704.00
302	1313	08/05/1977	159,210.00	224,210.00	789	1918	11/05/1992	78,380.00	109,380.00
303	1314	21/03/1976	172,222.00	271,922.00	790	1919	12/10/1982	78,380.00	109,380.00
304	1315	16/12/1975	146,963.00	211,963.00	791	1920	13/06/1989	40,131.00	51,631.00
305	1316	03/12/1975	159,210.00	221,210.00	792	1921	23/01/1988	78,380.00	112,380.00
306	1321	22/05/1969	210,494.00	305,694.00	793	1922	13/03/1993	78,380.00	109,380.00
307	1323	17/08/1979	110,223.00	175,222.00	794	1923	31/03/1989	78,380.00	109,380.00
308	1324	10/09/1976	215,278.00	395,078.00	795	1924	19/01/1986	78,380.00	109,380.00
309	1325	05/03/1975	165,334.00	277,334.00	796	1925	03/04/1985	78,380.00	112,380.00
310	1328	10/03/1967	168,395.00	237,395.00	797	1927	06/05/1982	78,380.00	109,380.00
311	1329	25/10/1976	165,334.00	227,334.00	798	1928	18/09/1978	59,569.00	79,569.00
312	1331	28/05/1976	153,087.00	218,087.00	799	1929	12/12/1992	62,704.00	82,704.00
313	1332	01/06/1976	160,741.00	239,741.00	800	1930	08/05/1981	40,131.00	51,631.00
314	1333	21/10/1971	153,087.00	232,087.00	801	1931	06/08/1982	40,131.00	51,631.00
315	1334	16/06/1973	159,210.00	224,210.00	802	1932	04/04/1993	78,380.00	109,380.00
316	1335	18/03/1976	263,118.00	397,918.00	803	1933	26/06/1992	74,461.00	105,461.00
317	1336	27/07/1966	159,210.00	224,210.00	804	1934	15/03/1986	78,380.00	109,380.00
318	1337	28/09/1973	168,395.00	415,790.00	805	1935	27/05/1991	78,380.00	109,380.00
319	1338	29/09/1972	165,334.00	230,334.00	806	1936	15/05/1989	78,380.00	109,380.00
320	1339	02/02/1975	159,210.00	221,210.00	807	1937	21/02/1990	78,380.00	109,380.00
321	1340	15/02/1977	181,790.00	276,990.00	808	1938	01/09/1986	40,131.00	51,631.00
322	1341	04/02/1978	165,334.00	230,334.00	809	1939	27/01/1988	40,131.00	51,631.00
323	1342	16/11/1973	153,087.00	218,087.00	810	1940	20/08/1988	40,131.00	51,631.00
324	1343	02/09/1974	165,334.00	227,334.00	811	1941	06/06/1981	50,163.00	64,163.00
325	1344	05/06/1977	168,395.00	247,395.00	812	1943	09/01/1980	40,131.00	51,631.00
326	1345	04/04/1976	200,926.00	296,126.00	813	1944	20/04/1990	74,461.00	105,461.00
327	1347	28/09/1974	146,963.00	211,963.00	814	1945	01/04/1990	78,380.00	109,380.00
328	1348	19/03/1973	165,334.00	227,334.00	815	1946	10/01/1989	78,380.00	109,380.00
329	1350	18/07/1976	165,334.00	230,334.00	816	1947	24/12/1989	40,131.00	51,631.00
330	1351	02/12/1975	172,222.00	267,422.00	817	1948	09/08/1988	78,380.00	109,380.00
331	1353	15/12/1974	153,087.00	215,087.00	818	1949	10/12/1993	59,569.00	79,569.00
332	1355	13/05/1971	258,334.00	353,534.00	819	1950	12/02/1995	62,704.00	82,704.00
333	1356	12/06/1975	227,238.00	362,038.00	820	1951	12/11/1989	78,380.00	109,380.00
334	1359	01/06/1973	165,334.00	230,334.00	821	1952	17/07/1988	78,380.00	109,380.00
335	1360	01/06/1974	172,222.00	267,422.00	822	1953	13/06/1984	59,569.00	79,569.00
336	1363	22/01/1975	206,667.00	285,667.00	823	1954	26/10/1972	50,163.00	64,163.00
337	1364	01/06/1977	159,210.00	224,210.00	824	1955	07/04/1982	40,131.00	51,631.00
338	1365	21/11/1975	159,210.00	221,210.00	825	1956	17/12/1965	78,380.00	112,380.00
339	1366	15/07/1976	172,222.00	267,422.00	826	1957	27/02/1990	78,380.00	98,380.00
340	1367	15/03/1979	153,087.00	218,087.00	827	1958	13/09/1988	40,131.00	51,631.00
341	1370	18/12/1973	172,222.00	267,422.00	828	1959	24/08/1990	62,704.00	145,408.00
342	1371	22/07/1974	153,087.00	218,087.00	829	1960	06/02/1994	40,131.00	51,631.00

343	1372	26/06/1977	215,278.00	350,078.00	830	1961	06/02/1982	40,131.00	51,631.00
344	1373	01/06/1968	160,741.00	291,741.00	831	1962	10/08/1984	74,461.00	105,461.00
345	1374	10/10/1973	140,840.00	205,840.00	832	1963	03/01/1990	78,380.00	109,380.00
346	1375	07/07/1976	153,087.00	232,087.00	833	1964	23/02/1993	50,163.00	64,163.00
347	1376	02/02/1971	165,334.00	225,334.00	834	1965	23/12/1987	74,461.00	105,461.00
348	1379	02/07/1978	160,741.00	400,482.00	835	1967	01/01/1986	74,461.00	105,461.00
349	1380	26/11/1975	146,963.00	203,963.00	836	1968	28/08/1974	59,569.00	79,569.00
350	1381	10/05/1976	168,395.00	247,395.00	837	1969	31/12/1989	59,569.00	79,569.00
351	1382	19/08/1979	159,210.00	224,210.00	838	1970	01/09/1979	40,131.00	51,631.00
352	1383	12/07/1973	112,672.00	160,672.00	839	1971	26/06/1983	40,131.00	51,631.00
353	1385	30/04/1980	128,593.00	190,593.00	840	1972	15/03/1993	78,380.00	112,380.00
354	1387	08/02/1969	105,814.00	136,814.00	841	1973	14/11/1977	62,704.00	82,704.00
355	1388	06/09/1977	160,741.00	239,741.00	842	1976	03/09/1986	78,380.00	109,380.00
356	1389	08/02/1978	168,395.00	247,395.00	843	1977	06/01/1987	78,380.00	109,380.00
357	1391	01/06/1975	181,790.00	286,990.00	844	1978	04/06/1993	40,131.00	51,631.00
358	1392	28/10/1977	160,741.00	239,741.00	845	1979	01/06/1973	78,380.00	109,380.00
359	1394	24/04/1975	165,334.00	230,334.00	846	1980	15/08/1991	59,569.00	79,569.00
360	1395	02/01/1977	107,773.00	158,773.00	847	1981	25/12/1979	328,898.00	513,098.00
361	1397	18/08/1981	122,469.00	184,469.00	848	1982	04/08/1989	74,461.00	105,461.00
362	1400	26/01/1976	160,741.00	239,741.00	849	1983	16/03/1989	47,655.00	61,655.00
363	1401	23/09/1974	81,516.00	102,516.00	850	1985	04/08/1983	59,569.00	79,569.00
364	1403	06/01/1984	65,213.00	79,213.00	851	1986	20/05/1974	47,655.00	61,655.00
365	1405	04/04/1979	48,157.00	59,657.00	852	1987	31/03/1987	62,704.00	82,704.00
366	1406	01/06/1963	54,177.00	65,677.00	853	1988	01/01/1977	47,655.00	61,655.00
367	1407	28/11/1972	84,651.00	104,651.00	854	1989	05/07/1994	59,569.00	79,569.00
368	1411	01/06/1972	67,721.00	81,721.00	855	1990	18/03/1976	50,163.00	64,163.00
369	1413	20/05/1973	153,087.00	218,087.00	856	1991	28/12/1976	59,569.00	79,569.00
370	1418	27/07/1971	84,651.00	104,651.00	857	1992	11/06/1987	59,569.00	79,569.00
371	1420	02/10/1976	84,651.00	104,651.00	858	1993	10/12/1981	47,655.00	61,655.00
372	1421	20/08/1977	54,177.00	83,240.80	859	1994	30/05/1983	59,569.00	94,569.00
373	1422	25/04/1968	54,177.00	65,677.00	860	1995	01/09/1978	59,569.00	79,569.00
374	1423	29/12/1984	107,773.00	192,901.15	861	1996	01/01/1990	59,569.00	79,569.00
375	1424	06/03/1968	343,847.00	522,047.00	862	1997	01/06/1985	47,655.00	67,355.00
376	1425	19/08/1981	137,778.00	216,778.00	863	1998	15/10/1990	37,230.50	68,230.50
377	1426	24/05/1979	84,651.00	104,651.00	864	1999	09/02/1980	59,569.00	89,069.00
378	1428	15/12/1979	70,542.00	101,542.00	865	2000	09/03/1987	59,569.00	79,569.00
379	1429	19/01/1983	97,976.00	143,976.00	866	2002	20/02/1988	74,461.00	105,461.00
380	1431	28/08/1983	52,672.00	66,672.00	867	2003	22/03/1994	74,461.00	105,461.00
381	1432	03/05/1982	74,461.00	105,461.00	868	2004	20/12/1990	74,461.00	108,461.00
382	1433	23/03/1974	128,593.00	194,593.00	869	2005	04/04/1987	74,461.00	105,461.00
383	1434	01/06/1980	67,721.00	81,721.00	870	2006	02/05/1990	74,461.00	105,461.00
384	1435	01/06/1976	37,230.50	70,230.50	871	2007	30/10/1990	74,461.00	105,461.00
385	1436	20/10/1980	97,976.00	148,976.00	872	2008	03/04/1990	74,461.00	105,461.00
386	1437	14/04/1984	110,222.00	172,222.00	873	2010	04/07/1987	74,461.00	105,461.00
387	1438	13/09/1971	84,651.00	117,651.00	874	2011	24/06/1990	74,461.00	108,461.00
388	1440	01/06/1974	81,516.00	101,516.00	875	2012	01/10/1993	74,461.00	105,461.00
389	1441	01/06/1969	84,651.00	154,651.00	876	2013	12/06/1992	74,461.00	105,461.00
390	1443	15/03/1981	84,651.00	117,651.00	877	2014	09/12/1991	74,461.00	105,461.00
391	1446	22/12/1966	84,651.00	104,651.00	878	2015	27/09/1991	74,461.00	105,461.00



392	1447	10/07/1983	65,213.00	79,213.00	879	2016	05/04/1992	74,461.00	105,461.00
393	1450	20/08/1970	84,651.00	104,651.00	880	2017	01/08/1991	74,461.00	105,461.00
394	1451	28/03/1977	159,210.00	221,210.00	881	2018	01/04/1994	59,569.00	87,769.00
395	1452	05/12/1969	102,874.00	145,874.00	882	2019	01/01/1991	59,569.00	87,769.00
396	1453	28/10/1980	110,222.00	175,222.00	883	2020	01/06/1987	74,461.00	105,461.00
397	1455	20/01/1985	86,218.00	117,218.00	884	2021	05/07/1988	74,461.00	105,461.00
398	1456	20/09/1976	74,461.00	105,461.00	885	2022	14/09/1991	74,461.00	105,461.00
399	1457	17/09/1980	122,469.00	179,469.00	886	2023	13/06/1992	74,461.00	105,461.00
400	1459	24/09/1980	122,469.00	184,469.00	887	2024	20/01/1987	74,461.00	105,461.00
401	1461	05/12/1983	200,926.00	347,926.00	888	2025	07/08/1992	74,461.00	105,461.00
402	1462	16/12/1983	110,222.00	172,222.00	889	2026	07/11/1984	74,461.00	108,461.00
403	1463	01/06/1964	78,381.00	156,581.00	890	2028	08/04/1990	74,461.00	105,461.00
404	1464	27/07/1978	72,110.00	92,110.00	891	2029	15/04/1982	74,461.00	108,461.00
405	1465	28/06/1970	52,672.00	66,672.00	892	2030	03/06/1989	38,125.00	49,625.00
406	1466	28/05/1988	82,299.00	113,299.00	893	2031	04/08/1990	38,125.00	49,625.00
407	1467	21/05/1981	137,778.00	216,778.00	894	2032	25/01/1993	74,461.00	105,461.00
408	1468	23/07/1974	153,087.00	215,087.00	895	2034	08/08/1988	74,461.00	105,461.00
409	1469	18/10/1978	102,874.00	150,874.00	896	2035	11/11/1988	70,542.00	104,932.00
410	1470	23/12/1985	60,196.00	74,196.00	897	2036	02/09/1994	38,125.00	49,625.00
411	1471	24/12/1977	90,138.00	121,138.00	898	2038	20/10/1993	47,655.00	61,655.00
412	1472	25/10/1974	54,177.00	65,677.00	899	2039	31/07/1983	38,125.00	49,625.00
413	1473	12/10/1971	60,196.00	74,196.00	900	2040	30/09/1973	269,098.00	453,298.00
414	1474	17/08/1980	110,222.00	172,222.00	901	2041	01/06/1971	239,198.00	334,398.00
415	1475	28/11/1975	82,299.00	113,299.00	902	2042	20/06/1969	269,098.00	453,298.00
416	1477	01/06/1980	55,180.00	108,909.60	903	2043	23/02/1993	70,542.00	101,542.00
417	1478	12/02/1981	82,299.00	121,499.00	904	2044	15/08/1995	70,542.00	104,542.00
418	1479	01/06/1979	65,840.00	90,140.00	905	2045	01/06/1989	70,542.00	104,542.00
419	1480	04/04/1978	75,245.00	95,245.00	906	2046	08/02/1990	70,542.00	101,542.00
420	1481	22/01/1983	86,218.00	203,436.00	907	2047	21/01/1986	70,542.00	101,542.00
421	1482	17/09/1985	72,110.00	92,110.00	908	2048	28/06/1995	70,542.00	104,542.00
422	1484	01/08/1984	67,721.00	81,721.00	909	2049	28/02/1990	70,542.00	101,542.00
423	1485	26/08/1981	82,299.00	113,299.00	910	2050	14/07/1992	70,542.00	101,542.00
424	1486	25/05/1973	81,516.00	101,516.00	911	2051	23/12/1985	70,542.00	101,542.00
425	1488	26/04/1974	57,688.00	71,688.00	912	2052	02/09/1986	70,542.00	104,542.00
426	1490	27/07/1985	102,874.00	240,874.00	913	2053	17/02/1990	70,542.00	104,542.00
427	1491	03/08/1986	84,651.00	104,651.00	914	2054	01/08/1995	70,542.00	185,542.00
428	1492	15/10/1983	60,196.00	74,196.00	915	2055	28/02/1995	70,542.00	104,542.00
429	1493	27/09/1979	168,395.00	247,395.00	916	2056	17/08/1991	70,542.00	115,442.00
430	1494	03/11/1971	146,963.00	258,963.00	917	2057	10/03/1995	70,542.00	101,542.00
431	1495	30/03/1975	172,222.00	267,422.00	918	2058	14/12/1984	70,542.00	101,542.00
432	1497	01/12/1983	84,651.00	104,651.00	919	2059	18/03/1994	70,542.00	104,542.00
433	1498	28/12/1985	74,461.00	105,461.00	920	2060	02/04/1992	70,542.00	104,542.00
434	1500	14/08/1984	97,976.00	140,976.00	921	2061	08/02/1992	70,542.00	101,542.00
435	1501	01/06/1976	59,569.00	79,569.00	922	2062	06/10/1989	70,542.00	104,542.00
436	1502	10/11/1970	67,721.00	81,721.00	923	2063	01/03/1992	70,542.00	101,542.00
437	1503	01/06/1964	65,213.00	79,213.00	924	2064	07/03/1992	70,542.00	101,542.00
438	1504	05/10/1974	81,516.00	151,516.00	925	2065	21/08/1991	70,542.00	182,542.00
439	1505	12/04/1974	122,469.00	187,469.00	926	2067	12/12/1994	56,434.00	76,434.00
440	1506	11/07/1972	59,569.00	122,458.68	927	2068	17/04/1994	56,434.00	76,434.00

441	1507	06/09/1980	65,840.00	85,840.00	928	2069	06/05/1992	70,542.00	104,542.00
442	1508	10/06/1984	78,380.00	109,380.00	929	2070	12/06/1988	70,542.00	101,542.00
443	1509	27/11/1966	86,218.00	117,218.00	930	2071	03/11/1989	70,542.00	101,542.00
444	1510	06/02/1983	134,716.00	199,716.00	931	2072	25/08/1992	70,542.00	104,542.00
445	1512	31/08/1983	110,222.00	172,222.00	932	2073	11/06/1993	70,542.00	104,542.00
446	1513	01/06/1981	172,222.00	267,422.00	933	2074	14/05/1993	70,542.00	101,542.00
447	1514	27/12/1979	117,571.00	168,571.00	934	2075	10/09/1987	70,542.00	115,442.00
448	1516	23/11/1984	134,716.00	199,716.00	935	2076	03/01/1995	70,542.00	101,542.00
449	1517	24/04/1970	65,840.00	85,840.00	936	2077	10/10/1988	70,542.00	104,542.00
450	1518	01/09/1982	82,299.00	122,799.00	937	2078	28/12/1990	70,542.00	101,542.00
451	1519	04/10/1981	116,346.00	225,359.76	938	2079	12/12/1995	70,542.00	101,542.00
452	1520	09/11/1981	93,077.00	144,077.00	939	2080	20/06/1995	70,542.00	104,542.00
453	1521	06/10/1979	122,469.00	184,469.00	940	2081	09/09/1994	70,542.00	104,542.00
454	1526	01/06/1979	137,778.00	216,778.00	941	2082	16/11/1993	70,542.00	104,542.00
455	1527	18/03/1985	134,716.00	199,716.00	942	2083	13/06/1991	70,542.00	104,542.00
456	1528	17/07/1977	110,222.00	175,222.00	943	2084	24/02/1992	70,542.00	104,542.00
457	1530	12/10/1980	128,593.00	193,593.00	944	2085	05/12/1980	70,542.00	101,542.00
458	1531	05/07/1982	172,222.00	267,422.00	945	2086	01/08/1994	70,542.00	104,542.00
459	1532	15/06/1982	102,874.00	150,874.00	946	2087	01/01/1994	70,542.00	101,542.00
460	1533	10/08/1983	122,469.00	239,469.00	947	2088	18/09/1992	70,542.00	101,542.00
461	1534	07/01/1981	97,976.00	145,976.00	948	2090	15/09/1992	70,542.00	101,542.00
462	1535	01/01/1983	122,469.00	153,469.00	949	2091	27/07/1991	70,542.00	101,542.00
463	1537	23/11/1979	93,077.00	144,077.00	950	2092	04/02/1991	70,542.00	104,542.00
464	1540	01/08/1980	128,593.00	193,593.00	951	2093	27/02/1990	70,542.00	101,542.00
465	1541	29/12/1978	137,778.00	216,778.00	952	2094	06/05/1989	70,542.00	101,542.00
466	1542	13/10/1979	153,087.00	218,087.00	953	2095	29/11/1990	70,542.00	104,542.00
467	1543	05/05/1979	134,716.00	199,716.00	954	2096	13/09/1995	70,542.00	101,542.00
468	1544	01/07/1982	172,222.00	267,422.00	955	2097	11/04/1991	70,542.00	104,542.00
469	1546	22/08/1982	134,716.00	194,716.00	956	2098	02/02/1992	70,542.00	101,542.00
470	1547	14/06/1984	110,222.00	176,722.00	957	2099	26/12/1992	70,542.00	104,542.00
471	1548	06/06/1979	97,976.00	148,976.00	958	2100	28/08/1994	70,542.00	104,542.00
472	1549	07/03/1983	153,087.00	232,087.00	959	2101	01/07/1994	70,542.00	101,542.00
473	1550	15/06/1979	134,716.00	199,716.00	960	2102	29/07/1991	70,542.00	101,542.00
474	1551	18/03/1983	172,222.00	303,422.00	961	2103	21/07/1988	70,542.00	101,542.00
475	1553	30/12/1982	128,593.00	193,593.00	962	2104	01/11/1992	70,542.00	104,542.00
476	1554	19/12/1981	128,593.00	193,593.00	963	2105	06/05/1990	70,542.00	104,542.00
477	1555	11/05/1984	128,593.00	190,593.00	964	2106	11/10/1990	70,542.00	101,542.00
478	1557	13/09/1983	137,778.00	221,278.00	965	2108	10/10/1986	70,542.00	101,542.00
479	1559	03/06/1978	168,395.00	247,395.00	966	2109	18/11/1982	70,542.00	104,542.00
480	1560	16/01/1983	59,569.00	87,769.00	967	2110	05/04/1987	70,542.00	101,542.00
481	1564	22/08/1978	110,222.00	175,222.00	968	2111	26/02/1994	70,542.00	101,542.00
482	1565	15/07/1980	137,778.00	216,778.00	969	2112	17/11/1978	70,542.00	101,542.00
483	1567	13/05/1982	181,790.00	276,990.00	970	2113	18/02/1962	269,098.00	453,298.00
484	1568	08/11/1980	122,469.00	187,469.00	971	2114	01/01/1970	560,000.00	760,000.00
485	1569	27/05/1978	105,814.00	136,814.00	972	2115	26/06/1990	70,542.00	110,442.00
486	1570	21/08/1984	102,874.00	165,524.00	973	2116	15/03/1975	215,278.00	340,078.00
487	1571	22/10/1980	137,778.00	216,778.00	974	2117	30/01/1979	172,222.00	319,422.00
					975	2118	18/01/1982	172,222.00	267,422.00
					976	2120	12/05/1972	298,998.00	433,798.00
					977	2121	12/04/1984	373,747.00	557,947.00

**1. SCHEDULE OF REQUIREMENTS**

*[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].*

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>No of item to be insured</b>	<b>Description of item to be insured</b>	<b>Value of item to be insured</b>	<b>Major contingencies requiring insurance</b>	<b>Insurance period</b>	<b>Insurance Premium per specified period (Tender Price)</b>	<b>Price discount (if any)</b>	<b>Total Tender Price for Insurance Service (Col. 6-7)</b>
No 1	As in Table 1 page 55	As in Table 1 page 55		Two years			
No 2	As in Table 2 page 58	As in Table 2 page 58		Two years			
No 3	As in Table 3 page 59	As in Table 3 page 59		Two years			
No 4	As in Table 4 page 60	As in Table 4 page 60		Two years			
No 5	As in Table 5 page 60	As in Table 5 page 60		Two years			
No 6	As in Table 6 page 61	As in Table 6 page 61		Two years			
No 7	As in Table 7 page 61	As in Table 7 page 61		Two years			
No 8	As in Table 8 page 62	As in Table 8 page 62		Two years			
No 9	As in Table 9 page 63	As in Table 9 page 63		Two years			
No 10	As in Table 10 page 64	As in Table 10 page 64		Two years			
No 11	As in Table 11 Page 65	As in Table 11 Page 65		Two years			
No 12	As in Table 12 page 66	As in Table 12 page 66		Two years			
No 13	As in Table 13 page 66	As in Table 13 page 66		Two years			

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

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

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

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

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## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.1 Definitions

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

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

#### 1.2 Applicable Law

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

#### 1.3 Language

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

#### 1.4 Notices

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

#### 1.5 Location

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

#### 1.6 Authorized Representatives

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

## **1.7 Inspection and Audit by the PPRA**

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

## **1.8 Taxes and Duties, e t c**

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

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both parties 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 titled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.5. Termination**

### **2.5.1 By the Procuring Entity**

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

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

### **2.5.2 By the Insurance Provider**

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

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

### **2.5.3 Payment upon Termination**

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

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

## **3. Obligations of the Insurance Provider**

### **3.1 General**

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

### **3.2 Conflict of Interests**

#### **3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for

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

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

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

### 3.2.3 Prohibition of Conflicting Activities

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

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

## 3.3 Confidentiality

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

## 3.4 Reporting Obligations

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

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

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

## 3.6 Liquidated Damages

### 3.6.1 Payments of Liquidated Damages

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

### 3.6.2 Correction for Over-payment

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



### **3.7 Performance Security**

The Insurance Provider shall be required to provide Performance Security 10% *of the Total premium* to the Procuring Entity **FOURTEEN** (14) days after award

### **3.8 Fraud and Corruption**

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

## **4 Insurance Provider's Personnel**

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

## **5 Obligations of the Procuring Entity**

### **5.1 Change in the Applicable Law**

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

## **6 Payments to the Insurance Provider**

### **6.1 Lump-Sum Remuneration**

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

### **6.2 Contract Price**

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

### **6.3 Terms and Conditions of Payment**

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

### **6.4 Interest on Delayed Payments**

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

## **7 Quality Control**

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

## **8 Settlement of Disputes**

### **8.1 Amicable Settlement**

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

## **8.2 Arbitration if the Insurance Provider is a Kenyan firm**

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

## **8.3 Failure to Comply with Arbitrator's Decision**

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

## **8.4 Arbitration if the Insurance Provider is a foreign firm**

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

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>The Procuring Entity is: <b>KENYA BUREAU OF STANDARDS</b></p> <p>The Insurance Provider is:</p> <p>The contract name is: <b>TENDER FOR PROVISION OF GENERAL ISURANCE FOR THE YEAR 2022-2024</b></p>
1.4	<p>For <b>notices</b>, the Procuring Entity’s address shall be:            Attention: <b>Chief Manager – Supply Chain Manager</b>            Postal address <b>P. O. Box 54974 – 00200</b>            Physical Address: <b>Kenya Bureau of Standards, Headquarters</b>            Location Address: <b>Nairobi, Popo Road off Mombasa Road, Supply Chain Department</b>            Telephone: +254 (020) 69048000            Electronic mail address: <a href="mailto:procurement@kebs.org">procurement@kebs.org</a> and <a href="mailto:info@kebs.org">info@kebs.org</a></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____  <i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Insurance Provider: _____  <i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is <b>1<sup>st</sup> February, 2022</b></p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:            Commencement date: <b>1<sup>st</sup> February, 2022</b>            Completion or Expiry Date: <b>31<sup>st</sup> January, 2024</b>            Duration of the coverage: <b>Two Years</b> (Subject to Performance. After <b>One year</b> a Performance review will be conducted and if satisfactory the contract shall be renewed)</p>
3.2.3 (c )	<p>After the termination of this Contract, the activities are:            _____            _____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made in one lump sum on contract signature</p> <p>or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month.</p>
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows:  <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i) <i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</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 in directly 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][www.ppra.go.ke](http://www.ppra.go.ke)