

# PUBLIC PROCUREMENT REGULATORY AUTHORITY

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When replying please quote:



National Bank Building, 11th Floor  
Harambee Avenue  
P.O. Box 58535-00200  
NAIROBI  
KENYA

## TENDER DOCUMENT FOR PROVISION OF GENERAL INSURANCE COVER

**TENDER NO. PPRA 008/2018-2019**

**CLOSING WEDNESDAY 5<sup>th</sup> December 2018 AT 11:00 AM**

11<sup>TH</sup> FLOOR, NATIONAL BANK BUILDING,  
HARAMBEE AVENUE  
P.O. BOX 58535- – 00100  
TEL: +254 02 3244000  
NAIROBI, KENYA.

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Website: [www.ppoa.go.ke](http://www.ppoa.go.ke)

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NAIROBI

KENYA

**19<sup>th</sup> November 2018**

## **TENDER NO. PPRA/19/2016-2017 - PROVISION OF GENERAL INSURANCE COVER**

The Public Procurement Regulatory Authority (PPRA) also referred to as Procuring Entity invites sealed tenders from eligible candidates for the Provision of General Insurance Covers for PPRA. The contract will be for a period of two years subject annual Satisfactory Performance review.

The document may be *viewed and downloaded from the Public Procurement Regulatory Authority's website*: [www.ppoa.go.ke](http://www.ppoa.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) for free.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 150 days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Public Procurement Regulatory Authority's Offices, **10<sup>th</sup> floor, National Bank Building, Harambee Avenue, Nairobi** addressed to:

**The Director General  
Public Procurement Regulatory Authority,  
P. O. Box 58535 - 00200  
NAIROBI**

To be received on or before **11:00. A.M on Wednesday 5<sup>th</sup> December 2018 at 11:00 AM.**

Tenders must be accompanied by a Tender Security of **Kshs. 50,000** in form of a guarantee from a reputable bank or an insurance company approved by PPRA payable to the Director-General, Public Procurement Regulatory Authority (No self –insured tender security).

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the **10<sup>th</sup> floor Board Room, National Bank Building, Harambee Avenue.**

**DIRECTOR-GENERAL  
PUBLIC PROCUREMENT REGULATORY AUTHORITY**

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

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

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and PPRA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 PPRA shall allow the tenderer to review the tender document free of charge before in the website.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Performance security form

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

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify PPRA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. PPRA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by PPRA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. PPRA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2. 10 below.

- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by PPRA within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

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

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect PPRA against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by PPRA as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by PPRA.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by PPRA on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails:
    - (i) To sign the contract in accordance with paragraph 2.26.

**or**

    - (ii) To furnish performance security in accordance with paragraph 2.27.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by PPRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PPRA as nonresponsive.
- 2.13.2 In exceptional circumstances, PPRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse

the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare one copy of the tender, clearly marked “ORIGINAL TENDER” as appropriate.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original of the tender in an envelope, duly marking the envelope as “ORIGINAL” The envelope shall:
  - (a) Be addressed to PPRA at the address given in the invitation to tender
  - (b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE WEDNESDAY 5th December 2018 AT 11:00 AM.”**
- 2.15.2 The envelope shall indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, PPRA will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by PPRA at the address specified in the appendix to instructions to tenderers no later than **WEDNESDAY 5th December 2018 AT 11:00 AM.**
- 2.16.2 PPRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of PPRA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by PPRA as provided for in the appendix.



## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by PPRA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 PPRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 PPRA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 PPRA will open all tenders in the presence of tenderers' representatives who choose to attend, **on Wednesday 5<sup>th</sup> December 2018 at 11.00 A.M** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as PPRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 PPRA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 PPRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 PPRA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, PPRA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. PPRA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by PPRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 PPRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 PPRA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

## **2.23. Contacting PPRA**

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

2.23.2 Any effort by a tenderer to influence PPRA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

a) **Post qualification**

- 2.24.1 In the absence of pre-qualification, PPRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as PPRA deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event PPRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
- b) Award Criteria**
- 2.24.4 Subject to paragraph 2.29 PPRA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 PPRA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for PPRA's action. If PPRA determines that none of the tenderers is responsive; PPRA shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, PPRA will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and PPRA pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, PPRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as PPRA notifies the successful tenderer that its tender has been accepted, PPRA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to PPRA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from PPRA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to PPRA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event PPRA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	Particulars of eligible tenderers: <b>Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya</b>
2.9	Price to be charged for tender documents. <b>The tender document shall be downloaded free of charge from <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a> or <a href="http://treasury.supplier.go.ke">treasury.supplier.go.ke</a></b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of tender security if applicable. <b>Kshs. 50,000 valid for 150 days after date of tender opening.</b>
2.8	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.</b>
2.1.3	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening.</b>
2.16	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit. At 10th Floor National Bank Building Harambee Avenue Nairobi.
2.20	<b>PRELIMINARY EVALUATION CRITERIA</b> Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness

1. Must be registered with the Insurance Regulatory Authority for the year 2018.	Evidence to be availed is the valid certificate
2. Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies.	Evidence to be availed is the valid certificate
3. Submit Valid Tax Compliance Certificate from Kenya Revenue Authority.	Evidence to be availed is the valid certificate
4. Must submit completed Confidential Business Questionnaire form in the format provided.	Evidence to be availed is a duly filled Confidential Business Questionnaire.
5. Submit membership certificate for year 2018 from the Association of Kenya Insurers (AKI).	Evidence to be availed is the valid certificate
6. Must Submit sample policy documents for all the covers	Evidence to be availed is the sample policy documents.
7. Must Submit a Tender Security of Kshs. 50,000 valid for 150 days after date of tender opening	Evidence to be availed is a valid tender security
8. Must fill the form of tender in the format provided	Evidence to be availed is a completed form of tender in the format provided.
9. Must fill the price schedule in the format provided	Evidence to be availed is a completed price schedule in the format provided.
10. Must tender to provide all the covers required	Evidence to be availed is comprehensive quotation for all policies.
2.24	Particulars of post – qualification if applicable. <b>PPRA may inspect the premises and confirm details</b>
2.22	<b>FINANCIAL EVALUATION</b> 1. The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in

	<p>relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.</p> <p>2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail.</p>
2.24	<p>Award Criteria:</p> <p><b><i>Award will be made to the lowest evaluated bidder. The contract will be for a period of two years and subject to annual Satisfactory Performance review.</i></b></p>
2.27	Particulars of performance security, <b>5% of contract sum</b>
Others as necessary	<p>Complete as necessary.</p> <p>Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. If negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Authority for negotiations, and upon successful negotiations, be awarded the tender.</p>

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

	<b>Special Condition of Contract</b>
2.7	<p>Performance Security:</p> <p>Specify performance security if applicable: N/A</p>
2.7	<p>Payments: <b>Specify as necessary: Annual premium to be paid upfront upon signing of the contract and delivery of policy documents/endorsements.</b></p>
2.7	<p>Price adjustment:</p> <p>Specify price adjustments: <b>None</b></p>



2.7	<p>Applicable law: Specify resolution of disputes allowed: <b>Disputes to be settled as per the Arbitration Laws of Kenya</b></p>
2.7	<p>Notices: Indicate full address of PPRA. Client:  <b>The Public Procurement Regulatory Authority, National Bank Building, 10<sup>th</sup> Floor, Harambee Avenue P. O. Box 58535-00200, Nairobi</b></p>

## SECTION V - SCHEDULE OF REQUIREMENTS

### (1) GENERAL

The Public Procurement Regulatory Authority (PPRA) seeks to engage an Insurance Underwriting Company to provide insurance covers listed below as per the details provided in section VI – Description of services:-

1. Burglary Insurance
2. Fidelity Guarantee Insurance
3. Money insurance
4. All Risks (Computers and Electronic Equipment) Insurance
5. Fire, Earthquake and special perils insurance
6. Public liability Insurance
7. Travel insurance
8. Work Injury Benefits Act (WIBA) last expense and critical illness.
9. Directors and Officers Liability Insurance.
10. Employers' liability insurance (common law)

The contract will be for a period of two years subject to annual Satisfactory Performance review. During this period, the insurer will be required to maintain all the required licenses.

### (2) SPECIFIC DETAILS OF SERVICE (SDS)

Below are the specific details of cover (SDS) required by PPRA

#### (a) Air Travel Insurance

- (i) Ensure that travel cards, cover schedules and letters where applicable are received within six (6) hours of request for cover.
- (ii) Ensure requests for cover amendments and cancellations are effected within six (6) hours of request.
- (iii) Ensure submission of premium reconciliation statements and corresponding invoices on a quarterly basis.

#### (b) Employers' Liability Insurance (Common Law)

- (i) It shall be generally understood that a claim shall attach to the policy upon receipt of either a demand letter or summonses to enter an appearance by PPRA and NOT on the occurrence of an occupational injury/illness as not all occupational injuries end up in litigation.
- (ii) Ensure appointment of a defense advocate by the recommended underwriter and submit copy of letter appointing advocate to PPRA within three (3) days of notification of a claim by PPRA.
- (iii) Ensure entering of appearance by the appointed advocate and submit memo of appearance to PPRA within seven (7) days of receipt of summonses from PPRA.
- (iv) Prepare and submit to PPRA updated litigation schedule of upcoming court appointments on a quarterly basis.
- (v) Prepare and submit to PPRA claim status summary reports on a quarterly basis.

**(c) WIBA**

- (i) Partial Discharge Vouchers (DVs) on accruing accidental medical expenses shall be issued and payment processed on a quarterly basis.
- (ii) For permanent total disability (PTD) claims with an initial disability assessment greater than 5%, the claimants shall be referred for medical re-examination (2<sup>nd</sup> opinion) by the recommended underwriter within fourteen (14) days of submission of the initial assessment medical certificate by PPRA.
- (iii) A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to PPRA within fourteen (14) days of medical re-examination of claimants by the recommended underwriter.
- (iv) Last Expense claims shall be settled within 48 hours of notification of claim.
- (v) Permanent Total Disability (PTD) claims with an initial disability assessment of 5% or less shall not be subjected to the requirement of a medical re-examination by the recommended underwriter.

**(d) Public/Products Liability (with Consequential Loss) Insurance**

- (i) Ensure immediate appointment of loss adjustor upon notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- (ii) Ensure a copy of loss adjustors' preliminary report is submitted to PPRA within 7 days of site visit.
- (iii) Ensure appointment of a defense advocate by the recommended underwriter and submit copy of appointment letter within three (3) days of notification of a litigation claim by PPRA.
- (iv) Ensure entering of appearance by the appointed advocate and submit memo to enter appearance within seven (7) days of receipt of summonses from PPRA.
- (v) Prepare and submit to PPRA updated litigation schedules of upcoming court appointments on a quarterly basis.
- (vi) Prepare and submit to PPRA litigation claim status summary reports on a quarterly basis.
- (vii) Advise amount of claims reserves for notified claims within 7 days of claim notification.

**(e) Asset Based Insurances**

- (i) Ensure appointment of loss adjustor within 12 hours after notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.

- (ii) Ensure copy of loss adjustors' preliminary reports are submitted to PPRA within 7 days of site visit.

**(3) OTHERS DETAILS**

- (i) Structuring policy covers in accordance with the tenders submitted.
- (ii) Confirmation to PPRA in writing of receipt of premiums remitted within 7 days of remittance.
- (iii) Ensure Policy Document and any Endorsement there-in is as in the Tender document and should not restrict cover by way of warranties or endorsements or special conditions subsequent to award.
- (iv) Ensure the policy document or endorsement is deposited with the PPRA within fifteen (15) days of inception of cover.
- (v) Ensure travel Certificates are received in PPRA's offices, within twelve (12) hours of request.
- (vi) Ensure prompt settlement of claims as provided hereunder:
  - (a) All fully documented WIBA claims - within fourteen (14) days.
  - (b) All fully documented Public Liability claims - within twenty one (21) days.
  - (c) All documented property claims - within twenty one (21) days
- (vii) Ensure that the sums insured under the policy are adjusted accordingly as directed by PPRA from time to time.
- (viii) Negotiate amicably on any other pertinent aspects that may arise during the term of the policy.
- (ix) Carry out Loss control surveys and make appropriate risk improvement recommendation to PPRA.
- (x) Such other services as may be related or ancillary to the due performance of the above work.

**(4) FACILITIES TO BE PROVIDED BY PPRA**

- (i) Provide information required for the assignment within reasonable time of request.
- (ii) Provide timely comments and or documents prepared for the Assignment.
- (iii) Provide any such details as may be requested tenderer/underwriter from time to time.
- (iv) Provide premises and facilitate meetings.
- (v) Facilitate and co-ordinate Loss Control Surveys.

**SECTION VI – DESCRIPTION OF SERVICES**  
**INSURANCE COVER DETAILS FOR THE PUBLIC PROCUREMENT REGULATORY**

**AUTHORITY (PPRA)**

**PART B – COVERS REQUIRED**

1. Burglary Insurance
2. Fidelity Guarantee insurance
3. Money insurance
4. All Risks Insurance (Computers and Electronic Equipment) Insurance
5. Fire, Earthquake and special perils insurance
6. Public liability Insurance
7. Travel insurance
8. Work Injury Benefits Act (WIBA).
9. Directors and Officers Liability Insurance.
10. Employers' liability insurance (common law)

**PART B – SPECIFIC DETAILS OF SERVICES**

The Specific Details of Services will include:

**1. BURGLARY INSURANCE**

COVER DETAILS	
POLICY	Burglary Insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against loss, destruction, or damage to stock arising from entry and or exit from PPRA premises.
INTEREST	On stock, material and equipment
SUMS INSURED AND LIMITS OF LIABILITY	Total Stock Value in Ksh–75,828,457
EXCESS	10% maximum Kshs.50,000
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. Average for full value</li> <li>2. All other contents – Kshs.1 million</li> <li>3. Including long term agreement – 2years</li> <li>4. Automatic reinstatement</li> <li>5. Books and Safe</li> <li>6. Designation of property</li> <li>7. Including collusion</li> <li>8. Including goods in open/out building</li> <li>9. Goods held in trust or on commission</li> </ol>

COVER DETAILS	
	10. Hold up or threat of assault
	11. Internal removal elsewhere
	12. Other tenants
	13. Reinstatement of value
	14. Including riot, strike and civil commotion
	15. Temporary removal elsewhere
	16. Political risks
CANCELLATION NOTICE	Sixty (60) Days
ADDITIONAL REMARKS	

## 2. FIDELITY GUARANTEE

COVER DETAILS	
POLICY	Fidelity Guarantee insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against loss of money and/or stock through fraud or dishonesty of employees. Covers officers whose functions include raising bills/invoices, signing of procurement and disposal documents, revenue collections, physical handling of cash and authorization of expenditure and signatories to the bank accounts and external contracts.
SUM INSURED	Any one claim Kshs.5,000,000
	Any one person Kshs.5,000,000
	Any one period Kshs.20, 000,000/=
EXCESS	10% each and every loss Maximum Kshs.25,000
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	1. Automatic additions/deletions
	2. Automatic reinstatement of loss
	3. Collusion
	4. Discovery period – 12 months after termination of employment and or 18 months after the lapse of policy
	5. Claim preparation cost Kshs.200,000
	6. Legal action against employee if required by insurers
	7. Jurisdiction – East Africa
	8. Loss of store, stocks and any pecuniary loss by employee.
	9. Goods held in trust
ADDITIONAL REMARKS	

## 3. MONEY

COVER DETAILS	

COVER DETAILS	
POLICY	Money insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against loss of money and securities in premises or in transit and damage to safes as declared. Money includes, cash, negotiable instruments, unaddressed and bearer cheques. Covers loss or damage to safes, strong room or till containing money by theft or attempted theft.
SUM INSURED	<ul style="list-style-type: none"> <li>• Estimated Cash in hands of staff- Ksh 100,000.00</li> <li>• Estimated Cash in transit Ksh NIL</li> <li>• Estimated Cash in premises during business hours Ksh 50,000.00</li> <li>• Estimated Cash outside premises during business hours Ksh NIL</li> <li>• Estimated Damage to safe Ksh 100,000.00 (Cost of safe)</li> <li>• Estimated annual Carry Ksh NIL (Collections deposited directly to PPRA account by customers)</li> </ul>
EXCESS	10% Maximum Kshs.100,000
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Loss or damage to employees clothing and personal effects due to assault, Kshs.100,000 per employee
	2. Fire, explosion, earthquake and special perils, strike, riot and civil commotion
	3. Infidelity of employees-discovery period one (1) year after theft
	4. Escort warranty/transit Kshs.1 million
ADDITIONAL REMARKS	

#### 4. ELECTRONIC EQUIPMENT

COVER DETAILS							
POLICY	All Risks Insurance (Computers and Electronic Equipment)						
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance						
SCOPE OF COVER	Indemnity against accidental physical loss of or damage to computers, accessories, allied equipments and other electronic equipment including hand held radio and communication sets, cameras and survey equipment, from any causes whatsoever at various locations countrywide and worldwide when on official travel.						
SUM INSURED	<table> <tr> <td>Value in Ksh–</td><td></td></tr> <tr> <td>Computer and Equipment</td><td>Ksh 22,692,022</td></tr> <tr> <td>Computer Software</td><td>Ksh 11,823,207</td></tr> </table>	Value in Ksh–		Computer and Equipment	Ksh 22,692,022	Computer Software	Ksh 11,823,207
Value in Ksh–							
Computer and Equipment	Ksh 22,692,022						
Computer Software	Ksh 11,823,207						
EXCESS	Kshs.10,000						

COVER DETAILS	
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Automatic additions/deletions
	2. Automatic reinstatement of loss
	3. Reinstatement value-3years
	4. Agreed value basis
	5. Riot, strike, civil commotion
	6. Theft
	7. Transit risks
	8. Mechanical and electrical breakdown subject to satisfactory Maintenance agreement with manufacturers and or agents.
	9. Fire and lightning
	10. Landslide
	11. Mobile and portable equipment
	12. Airfreight
	13. Overtime, night work, express freight
	14. Full replacement value(fire and perils)
	15. Data recovery
ADDITIONAL REMARKS	

## 5. FIRE, EARTHQUAKE AND SPECIAL PERILS

COVER DETAILS	
POLICY	Fire, Earthquake and special perils insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against loss or damage occasioned by fire, lightning, earthquake, explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage including impact from any source and special perils (A-H) on all buildings and any other PPRA structures of whatever nature. To include cover as a result of power surge & short circuit.
SUM INSURED	Total Stock Value in Ksh-75,828,458
EXCESS	NIL
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	1. 72 hours
	2. Accidental error or omission
	3. Adjoining building
	4. All other contents – Kshs. 1,000,000/=
	5. Alterations
	6. Appraisalment
	7. Architects, quantity surveyors and consulting engineers
	8. Automatic increase
	9. Automatic reinstatement of loss
	10. Breach of conditions



COVER DETAILS	
	11. Bush fire
	12. Capital addition – 15%
	13. Computer system records
	14. Contract works – Kshs. 10,000,000/=
	15. Cost of re-erection
	16. Cross liability
	17. Debris removal costs
	18. Designation of property
	19. Expediting expenses
	20. Fines and damages
	21. Fire brigade charges
	22. General interest
	23. Goods in trust and or on commission or fees
	24. Hazardous goods
	25. Import duty clause
	26. Landlords fixtures and fittings
	27. Mis-description
	28. Municipal plans and scrutiny fees
	29. Parking of vehicles
	30. Property of employees and visitors – Kshs. 100,000/= per event.
	31. Reinstatement memorandum
	32. Reinstatement value up to 24 months
	33. Riot, strike and civil commotion
	34. Spontaneous combustion
	35. Subrogation waiver
	36. Suppliers extension
	37. Temporary removal
	38. Political and Terrorism risks
ADDITIONAL REMARKS	

## 6. PUBLIC LIABILITY

COVER DETAILS	
POLICY	Public liability Insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against PPRA's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out PPRA's operations. All operational incidences including negligence should be covered. Report, intimation or notification of any incident by the public shall be deemed as proper and sufficient claim notification and shall be covered.
LIMITS OF LIABILITY	Any one occurrence Kshs.10,000,000/=
	Any one period of insurance Kshs.50,000,000/=
EXCESS	Nil

COVER DETAILS	
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	A. Car park
	B. Customers' equipment
	C. Employees/guests effects
	D. Flood, fumes and pollution
	E. Food and drinks
	F. Goods held in trust
	G. Lease premises
	H. Lifts and hoists
	I. Loading and unloading
	J. Subrogation waiver
	K. Late claims notification
	L. Plant and machinery hired in/out
	M. Claims made basis
ADDITIONAL REMARKS	

## 7. TRAVEL INSURANCE

COVER DETAILS	
POLICY	Travel insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Provide cover to employees while travelling abroad on official duties. Cover: Worldwide cover taken to provide insurance abroad for employees and or Board members while traveling overseas on official business. Coverage to include. Estimated No of travelers 20 annually
	• Emergency repatriation
	• Extra accommodation expenses
	• Emergency cash
	• Legal advice and expenses
	• Missed departures on outward journeys
	• Personal accident/liability
	• Delayed travel and luggage
	• Cancellation/curtailed trip
	• Loss of luggage, and/or money
	• Passport replacement
	• Personal injury and hijack while abroad
INTEREST/SUMS INSURED	Indicate benefit limits on: Personal accident, Medical expenses, Hospital Benefits, Loss of checked baggage, Delay of checked baggage, Personal liability, Travel Delay, Hijack, Any other benefit.
EXCESS	Specify
CANCELLATION NOTICE	Sixty(60)Days

COVER DETAILS	
ADDITIONAL REMARKS	

**8. WORK INJURY BENEFITS ACT (WIBA)**

COVER DETAILS	
POLICY	Work injury benefits act (WIBA)
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Provides cover to employees as per the requirements of the Work Injury Benefit Act 2007. Coverage to be on 24 hour basis. See employees details below
	See employees details below
A INTEREST/SUM INSURED	Benefits
	• Death in service benefit – 8 years gross earnings as follows
	• Permanent Total Disability- Maximum 8 years' gross earnings
	• Occupational Illness-Maximum 8 years' gross earnings
	• Temporarily Total Disability-Maximum 1 years' gross earnings
CANCELLATION NOTICE	• Accidental medical expenses- Up to a maximum of Ksh 1,000,000
	Sixty (60) Days
EXTENSIVE CLAUSES	1. Accumulation limit – Kshs. 150,000,000/=
	2. Age limit: 18-70 years
	3. Disappearance
	4. Worldwide cover
	5. Exposure
	6. Hijack
	7. Payment on account
	8. Declaration
	9. Automatic additions/deletions
	10. Riot, strike and civil commotion
	11. Trustees
	12. 24 hour cover duty or pleasure
	13. Including aviation risks
	14. Evacuation within East Africa
	15. Political risks
	16. Suicide
ADDITIONAL REMARKS	

**STAFF DETAILS**

Staff category	No. of staff	Gross Earnings (Per Month) Ksh
Permanent	74	13,788,500.00
		25

Temporary/Casuals	5 Per Month	100,000.00
/Interns		
<b>TOTAL</b>		<b>13,888,500</b>

**9. DIRECTORS' & OFFICERS' LIABILITY**

OVER DETAILS	
POLICY	Directors and Officers Liability Insurance
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Provide indemnity for claims against the Public Procurement Regulatory Board and its Members, the Public Procurement Administrative Review Board (PPARB), Managers and Senior Officers for their wrongful decisions and acts attributable to negligence, errors, omissions and commissions in executing their mandate in their official capacity.
INTEREST/SUM ASSURED	Kshs.25,000,000/= per director/officer/Board Number of Directors and Managers: 45
EXCESS	10% of claim amount, Max Kshs,1,000,0000
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Advancement of defense and claim costs
	2. Past, present and future directors
	3. Loss of documents
	4. Spousal interest
	5. Discovery period – 12 months
	6. Employment practices liability
	7. Discrimination – race, creed, sex, age or sexual preference
	8. Libel and slander
	9. Liquidator/receiver actions(direct or derivative)
	10. Claims by former directors, officers or employees
ADDITIONAL REMARKS	

**10. EMPLOYERS' LIABILITY INSURANCE (COMMON LAW)**

COVER DETAILS	
POLICY	Employers' liability insurance (common law)
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against PPRA's legal liabilities to employees arising from death or bodily injury and or illness arising out of and in the course of employment during the period of the policy. A claim shall be deemed properly notified to the insurer upon receipt and forwarding of demand letter and or summonses to enter appearance to the broker and or insurer. Policy subject to annual declaration of earnings and premium adjustment.

COVER DETAILS	
INTEREST/SUM ASSURED	Estimated Annual Wage Roll – Kshs 165,462,000.00
EXCESS	Nil
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Riot, strike and civil commotion
	2. Travel to and from work, social, sporting activities including use of motor vehicles
	3. Arbitration
ADDITIONAL REMARKS	

#### a. TECHNICAL EVALUATION RESPONSE FORM

In this section tenderers are expected to provide information to enable PPRA assess their capability to provide the covers.

Each tenderer is therefore expected to provide comprehensive responses in the last column headlined “**BIDDERS REMARKS/OFFER AGAINST EVERY ITEM**”.

For the other details, Marks will be awarded as indicated in each cover detail (Item). The details given are **minimum requirements** and bidders whose offers are less than the minimum will score **Zero (0)** for the particular item while those whose offers equal or exceed the minimum will score the **full marks indicated** for each item.

The Tenderers are also expected to provide the following information and they will also be awarded marks:-

- Whether they are highly rated by a reputable rating agency like, AIBK or AKI within the last 12 months and a copy of the certificate issued by the rating agency submitted *(Will be awarded 10% of the final marks)*
- Indicate whether they have established and implemented a Quality Management System e.g. ISO 9001:2008 and if they have, attach a copy of valid certification. *(Will be awarded 5% of the final marks)*
- Must give a list of your 5 (five) major clients excluding PPRA for whom you have handled insurance business. Please provide details on the clients showing the premiums handled and the contact address and person. *Please use format in below. (Will be awarded 5% of the final marks)*
- Adequacy of the cover and the benefits: Complete tables on PART D below this will be used to score on the adequacy of the cover and the benefits where a yes for 60% of the requirements will earn full marks and zero for otherwise. The breakdown of the marks is as below.**

No.	Insurance Cover	Marks
1.	Burglary Insurance	10
2.	Fidelity Guarantee Insurance	5
3.	Money insurance	5
4.	All Risks Insurance (Computers and Electronic Equipment) Insurance	10
5.	Fire, Earthquake and special perils insurance	5
6.	Public liability Insurance	5
7.	Travel insurance	5

8.	Staff Group Life Assurance Cover under PPRA Pension Scheme with Work Injury Benefits Act (WIBA) last expense and critical illness.	15
9.	Directors and Officers Liability Insurance.	15
10.	Employers' liability insurance (common law)	5
	<b>TOTAL</b>	<b>80</b>

**PART D****4.6.1 BURGLARY INSURANCE**

COVER DETAILS		BIDDERS REMARKS/OFFER AGAINST EVERY ITEM	
POLICY	Burglary (Stock) Insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against loss, destruction, or damage to stock arising from entry and or exit from PPRA premises.		
INTEREST	On stock, material and equipment		
SUMS INSURED AND LIMITS OF LIABILITY	Total Stock Value in Ksh– <b>Ksh 75,828,459</b>		
CANCELLATION NOTICE	Sixty (60) Days 60 days and above 10 Marks 30-60 days -5 marks Below 30 days to earn 0 Marks		
EXCESS	Less than 10% and below earns 5 marks Above 10% upto 15% will earn 2 marks Above 15% to earn zero marks		
EXTENSIVE CLAUSES	1. Average for full value		
	2. All other contents – Kshs.1 million		
	3. Including long term agreement – 2years		
	4. Automatic reinstatement		
	5. Books and Safe		
	6. Designation of property		
	7. Including collusion		
	8. Including goods in open/out building		
	9. Goods held in trust or on commission		
	10. Hold up or threat of assault		
	11. Internal removal elsewhere		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
	12. Other tenants		
	13. Reinstatement of value		
	14. Including riot, strike and civil commotion		
	15. Temporary removal elsewhere		
	16. Political risks		
ADDITIONAL REMARKS			

## 3.6.2 FIDELITY GUARANTEE

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Fidelity Guarantee Insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against loss of money and/or stock through fraud or dishonesty of employees. Covers officers whose functions include raising bills/invoices, signing of procurement and disposal documents, revenue collections, physical handling of cash and authorization of expenditure and signatories to the bank accounts and external contracts.		
SUM INSURED	Any one claim Kshs.5,000,000		
	Any one person Kshs.5,000,000		
	Any one period Kshs.20,000,000/=		
EXCESS	10% each and every loss Maximum Kshs.25,000		
CANCELLATION NOTICE	Sixty(60)Days		
EXTENSIVE CLAUSES	1. Automatic additions/deletions		
	2. Automatic reinstatement of loss		
	3. Collusion		
	4. Discovery period – 12 months after termination of employment and or 18 months after the lapse of policy		
	5. Claim preparation cost Kshs.200,000		
	6. Legal action against employee if required by insurers		
	7. Jurisdiction – East Africa		
	8. Loss of store, stocks and any pecuniary loss by employee.		
	9. Goods held in trust		
ADDITIONAL REMARKS			



## 3.6.3 MONEY

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Money insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against loss of money and securities in premises or in transit and damage to safes as declared. Money includes, cash, negotiable instruments, NHIF stamps, postal orders, travelers' cheques, unaddressed and bearer cheques. Covers loss or damage to safes, strong room or till containing money by theft or attempted theft.		
SUM INSURED	<ul style="list-style-type: none"> <li>Estimated Cash in hands of staff- Ksh 50,000.00</li> <li>Estimated Cash in transit Ksh NIL</li> <li>Estimated Cash in premises during business hours Ksh 50,000.00</li> <li>Estimated Cash outside premises during business hours Ksh NIL</li> <li>Estimated Damage to safe Ksh 100,000.00 (Cost of safe)</li> <li>Estimated annual Carry Ksh NIL (Collections deposited directly to PPRA account by customers)</li> <li></li> </ul>		
EXCESS	10% Maximum Kshs.100,000		
CANCELLATION NOTICE	Sixty(60)Days		
EXTENSIVE CLAUSES	1. Loss or damage to employees clothing and personal effects due to assault, Kshs.100,000 per employee		
	2. Fire, explosion, earthquake and special perils, strike, riot and civil commotion		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
	3. Infidelity of employees- discovery period one (1) year after theft		
	4. Escort warranty/transit Kshs.1 million		
ADDITIONAL REMARKS			

#### 4.6.4 All RISKS INSURANCE (ELECTRONIC AND EQUIPMENT INSURANCE)

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	All Risks Insurance (Computers and Electronic Equipment)		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against accidental physical loss of or damage to computers, accessories, allied equipments and other electronic equipment including hand held radio and communication sets, cameras and survey equipment, from any causes whatsoever at various locations countrywide and worldwide when on official travel.		
SUM INSURED	Value in Ksh–	Computer and Equipment Kshs. 22,692,022	
		Computer Software Kshs. 11,823,207.73	
EXCESS	Kshs.10,000		
CANCELLATION NOTICE	Sixty(60)Days		
EXTENSIVE CLAUSES	1. Automatic additions/deletions		
	2. Automatic reinstatement of loss		
	3. Reinstatement value-3years		
	4. Agreed value basis		
	5. Riot, strike, civil commotion		
	6. Theft		
	7. Transit risks		
	8. Mechanical and electrical breakdown subject to satisfactory		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
	Maintenance agreement with manufacturers and or agents.		
	9. Fire and lightning		
	10. Landslide		
	11. Mobile and portable equipment		
	12. Airfreight		
	13. Overtime, night work, express freight		
	14. Full replacement value(fire and perils)		
	15. Data recovery		
ADDITIONAL REMARKS			

#### 4.6.5 FIRE, EARTHQUAKE AND SPECIAL PERILS

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Fire, Earthquake and special perils insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against loss or damage occasioned by fire, lightning, earthquake, explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage including impact from any source and special perils (A-H) on all buildings and any other PPRA structures of whatever nature. To include cover as a result of power surge & short circuit.		
SUM INSURED	Total Stock Value in Ksh–75,828,457		
EXCESS	NIL		
CANCELLATION NOTICE	Sixty(60)Days		
EXTENSIVE CLAUSES	1. 72 hours		
	2. Accidental error or omission		
	3. Adjoining building		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
	4. All other contents – Kshs. 1,000,000/=		
	5. Alterations		
	6. Appraisalment		
	7. Architects, quantity surveyors and consulting engineers		
	8. Automatic increase		
	9. Automatic reinstatement of loss		
	10. Breach of conditions		
	11. Bush fire		
	12. Capital addition – 15%		
	13. Computer system records		
	14. Contract works – Kshs. 10,000,000/=		
	15. Cost of re-erection		
	16. Cross liability		
	17. Debris removal costs		
	18. Designation of property		
	19. Expediting expenses		
	20. Fines and damages		
	21. Fire brigade charges		
	22. General interest		
	23. Goods in trust and or on commission or fees		
	24. Hazardous goods		
	25. Import duty clause		
	26. Landlords fixtures and fittings		
	27. Mis-description		
	28. Municipal plans and scrutiny fees		
	29. Parking of vehicles		
	30. Property of employees and visitors – Kshs. 100,000/= per event.		
	31. Reinstatement memorandum		
	32. Reinstatement value up to 24 months		
	33. Riot, strike and civil commotion		
	34. Spontaneous combustion		
	35. Subrogation waiver		
	36. Suppliers extension		
	37. Temporary removal		
	38. Political and Terrorism risks		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
ADDITIONAL REMARKS			

## 4.6.6 PUBLIC LIABILITY

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Public liability Insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Indemnity against PPRA's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out PPRA's operations. All operational incidences including negligence should be covered. Report, intimation or notification of any incident by the public shall be deemed as proper and sufficient claim notification and shall be covered.		
LIMITS OF LIABILITY	Any one occurrence Kshs.10,000,000/=		
	Any one period of insurance Kshs.50,000,000/=		
EXCESS	Nil		
CANCELLATION NOTICE	Sixty (60) Days		
EXTENSIVE CLAUSES	A. Car park		
	B. Customers' equipment		
	C. Employees/guests effects		
	D. Flood, fumes and pollution		
	E. Food and drinks		
	F. Goods held in trust		
	G. Lease premises		
	H. Lifts and hoists		
	I. Loading and unloading		
	J. Subrogation waiver		
	K. Late claims notification		
	L. Plant and machinery hired in/out		
	M. Claims made basis		

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
ADDITIONAL REMARKS			

**4.6.7 TRAVEL INSURANCE**

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Travel insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Provide cover to employees while travelling abroad on official duties. Cover: Worldwide cover taken to provide insurance abroad for employees and or Board members while traveling overseas on official business. Coverage to include. Estimated No of travelers 20 annually		
	• Emergence repatriation		
	• Extra accommodation expenses		
	• Emergency cash		
	• Legal advice and expenses		
	• Missed departures on outward journeys		
	• Personal accident/liability		
	• Delayed travel and luggage		
	• Cancellation/curtailed trip		
	• Loss of luggage, and/or money		
	• Passport replacement		
	• Personal injury and hijack while abroad		
INTEREST/SUMS INSURED	Indicate benefit limits on: Personal accident, Medical expenses, Hospital Benefits, Loss of checked baggage, Delay of checked baggage, Personal liability, Travel Delay, Hijack, Any other benefit.		
EXCESS	Specify		
CANCELLATION NOTICE	Sixty(60)Days		
ADDITIONAL REMARKS			

**4.6.8 WORK INJURY BENEFITS ACT (WIBA)**

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Work injury benefits act (WIBA).		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Provides compensation for employees in the event of death or accidental injury or occupational illness. Coverage to be on 24 hour basis.  See below for employees details		
A INTEREST/SUM INSURED	Benefits		
	• Death 8 years' gross earnings		
	• Permanent Total Disability- Maximum 8 years' gross earnings		
	• Occupational Illness Maximum 8 years' gross earnings		
	• Temporarily Total Disability Maximum 1 years' gross earnings		
	• Accidental medical expenses Up to a maximum of Ksh 1,000,000		
EXCESS	NIL		
CANCELLATION NOTICE	Sixty (60) Days		
EXTENSIVE CLAUSES	1. Accumulation limit – Kshs. 150,000,000/=		
	2. Age limit: 18-70 years		
	3. Disappearance		
	4. Worldwide cover		
	5. Exposure		
	6. Hijack		
	7. Payment on account		
	8. Declaration		
	9. Automatic additions/deletions		
	10. Riot, strike and civil commotion		
	11. Trustees		
	12. 24 hour cover duty or pleasure		
	13. Including aviation risks		
	14. Evacuation within East Africa		
	15. Political risks		
ADDITIONAL REMARKS			

## 4.6.9 DIRECTORS' &amp; OFFICERS' LIABILITY

COVER DETAILS			BIDDERS REMARKS/OFFER AGAINST EVERY ITEM
POLICY	Directors and Officers Liability Insurance		
PERIOD	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
SCOPE OF COVER	Provide indemnity for claims against the Public Procurement Advisory Board and its Members, the Public Procurement Administrative Review Board (PPARB) and its Members, Managers and Senior Officers for their wrongful decisions and acts attributable to negligence, errors, omissions and commissions in executing their mandate in their official capacity.		
INTEREST/SUM ASSURED	Kshs.25,000,000/= per director/officer/Board Number of Directors and Managers: 35		
EXCESS	10% of claim amount, Max Kshs,1,000,0000		
CANCELLATION NOTICE	Sixty(60)Days		
EXTENSIVE CLAUSES	1. Advancement of defense and claim costs		
	2. Past, present and future directors		
	3. Loss of documents		
	4. Spousal interest		
	5. Discovery period – 12 months		
	6. Employment practices liability		
	7. Discrimination – race, creed, sex, age or sexual preference		
	8. Libel and slander		
	9. Liquidator/receiver actions(direct or derivative)		
	10. Claims by former directors, officers or employees		
ADDITIONAL REMARKS			



**4.6.10 EMPLOYERS' LIABILITY INSURANCE (COMMON LAW)**

<b>COVER DETAILS</b>			<b>BIDDERS REMARKS/OFFER AGAINST EVERY ITEM</b>
<b>POLICY</b>	Employers' liability insurance (common law)		
<b>PERIOD</b>	21.1.2019 – 20.1.2021, Renewable annually subject to Satisfactory Performance		
<b>SCOPE OF COVER</b>	Indemnity against PPRA's legal liabilities to employees arising from death or bodily injury and or illness arising out of and in the course of employment during the period of the policy. A claim shall be deemed properly notified to the insurer upon receipt and forwarding of demand letter and or summonses to enter appearance to the insurer. Policy subject to annual declaration of earnings and premium adjustment.		
<b>INTEREST/SUM ASSURED</b>	Estimated Annual Wage Roll – Kshs 165,462,000.00		
<b>EXCESS</b>	Nil		
<b>CANCELLATION NOTICE</b>	Sixty(60)Days		
<b>EXTENSIVE CLAUSES</b>	1. Riot, strike and civil commotion		
	2. Travel to and from work, social, sporting activities including use of motor vehicles		
	3. Deletion of Exception K		
	4. Arbitration		
	5. Political risk		
<b>ADDITIONAL REMARKS</b>			

The total scoring shall

**Summary marks**

<b>No.</b>	<b>Insurance Cover</b>	<b>Marks</b>
1.	Burglary (Stock) Insurance	10
2.	Fidelity Guarantee Insurance	5
3.	Money insurance	5
4.	All Risks Insurance (Computers and Electronic Equipment) Insurance	10
5.	Fire, Earthquake and special perils insurance	5
6.	Public liability Insurance	5
7.	Travel insurance	5

8.	Work Injury Benefits Act (WIBA) last expense and critical illness.		15
9.	Directors and Officers Liability Insurance.		15
10.	Employers' liability insurance (common law)		5
11	Others	i) Rated by a reputable rating agency like, AIBK or AKI within the last 18 months.	10
		ii) Establishment and implementation of a Quality Management System e.g. ISO 9001:2008.	5
		iii) List of 5 (five) reputable clients excluding PPRA for whom they have handled insurance business.	5
TOTAL			100
The minimum technical score to proceed to financial evaluation is 70% and only tenderers who secure the minimum technical score will be financially evaluated. In addition, tenderers must submit bids for all the classes of insurance.			

**4.2 PRICE SCHEDULE OF SERVICES**

Name of Tenderer:.....

Tender Number: .....

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

**i. INSURANCE PREMIUMS**

No.	Insurance Cover	Premium in Ksh inclusive of all taxes and levies
1.	Burglary Insurance	
2.	Fidelity Guarantee Insurance	
3.	Money insurance	
4.	All Risks Insurance (Computers and Electronic Equipment) Insurance	
5.	Fire, Earthquake and special perils insurance	
6.	Public liability Insurance	
7.	Work Injury Benefits Act (WIBA).	
8.	Directors and Officers Liability Insurance.	
9.	Employers' liability insurance (common law)	
	<b>TOTAL (amount to be transferred to the form of tender)</b>	

**ii. TRAVEL INSURANCE**

No.	Insurance Cover	Deposit for Travel Insurance in Ksh
1.	Travel insurance Deposit	
	<b>TOTAL (amount to be transferred to the form of tender)</b>	

Signature and Rubber Stamp of tenderer

\_\_\_\_\_

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between PPRA and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to PPRA under the Contract.
- d) "PPRA" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right's**

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

### **3.5 Performance Security**

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to PPRA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to PPRA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to PPRA and shall be in the form of :

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

3.5.4 The performance security will be discharged by PPRA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

3.6.1 PPRA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. PPRA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to PPRA.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, PPRA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to PPRA.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

### **3.8 Prices**

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in PPRA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with PPRA's prior written consent.

### **3.10 Termination for Default**

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

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

3.10.2 In the event PPRA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to PPRA for any excess costs for such similar services.

### **3.11 Termination of insolvency**

PPRA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to PPRA.

### **3.12 Termination for convenience**

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

3.12.2 For the remaining part of the contract after termination PPRA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

3.13.1 PPRA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

**3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>5% of Contract Sum</b>
3.7	Specify method Payments. <b>Payments to be made on monthly basis after the services have been rendered.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: The Public Procurement Regulatory Authority National Bank Building, 11<sup>th</sup> Floor P. O. Box 58535-00200 Nairobi</b>
Other's as necessary	Complete as necessary



## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** -The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
5. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to PPRA.
7. **List of Clients** - The form is to be filled in the format provided

#### 4.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. PPRA 008/2018-2019

To: The Director General  
Public Procurement Regulatory Authority  
P. O. Box 53535-00200  
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide **General Insurance Covers** in conformity with the said Tender documents for the sum of ***[total Tender amount in words and figures]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
  - i. Insurance Premiums .....
  - .....
  - ii. Travel insurance Deposit .....
  - .....
2. We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.  
(Name)

\_\_\_\_\_  
[Signature] [in the capacity of]  
Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

### 3. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_20\_\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “PPRA”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS PPRA invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) PPRA’s Notification of award.
3. In consideration of the payments to be made by PPRA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with PPRA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. PPRA hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for PPRA)

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_(for the tenderer)

in the presence of\_\_\_\_\_.

## 4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

s.33

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

## Part 1 General

Business Name .....

Location of Business Premises .....

Plot No.....Street/Road.....

Postal address .....Tel No. ....

Fax .....E-MAIL: .....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers.....

Branch .....

## Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details  
.....

## Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
2. ....			
3. ....			
4. ....			
5. ....			

## Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

Date.....Signature of Candidate.....

#### 4.5. FORMAT OF TENDER SECURITY INSTRUMENT

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”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company / Bank*] having our registered office at ..... (Hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (Hereinafter called “PPRA”) 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 by these presents.

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

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

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

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

\_\_\_\_\_  
[Seal]

## 6. PERFORMANCE SECURITY FORM

To: .....

[Name of PPRA]

WHEREAS.....[name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20\_\_\_\_ to

Supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*