

**KENYA ELECTRICITY TRANSMISSION  
COMPANY LTD.**



**TENDER DOCUMENT FOR  
PROVISION OF INSURANCE BROKERAGE  
SERVICES FOR GENERAL CLASSES OF  
INSURANCE FOR THE PERIOD 2017-2019**

**CLOSING DATE: THURSDAY 16<sup>TH</sup> FEBRUARY,  
2017 AT 10.00AM.**

**TENDER REF NO: KETRACO/PT/02/2017.**

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## SECTION I – INVITATION TO TENDER

**Date: 20<sup>th</sup> January, 2017**

**Tender RefNo. KETRACO/PT/02/2017**

**Tender name: Provision of Insurance Brokerage Services for General Classes of Insurance.**

- 1.1 Kenya Electricity Transmission Company Limited invites sealed bids from interested bidders for **Provision of Insurance Brokerage Services for General Classes of Insurance.**
- 1.2 Interested eligible candidates may obtain information for the tender documents by visiting Ketraco Company Ltd. official website ([www.ketraco.co.ke](http://www.ketraco.co.ke)).
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs must be expressed in Kenya Shillings and shall remain valid for a period of 90 days from the closing date of the tender. **Afterward the rates used to determine the premiums shall remain valid for the contract period of twenty-seven and a half (27.5) months for all policies except for all Motor policies which shall remain valid for twenty-five and half (25.5) months.**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and title and shall be deposited in the Tender Box or should be addressed and posted to:

The Company Secretary/ Senior Manager Legal Services,  
Kenya Electricity Transmission Co. Ltd.  
Kawi Complex, off Red Cross Rd. – South C  
P.O. BOX 34942-00100  
NAIROBI,  
KENYA.

Telephones: 254-020-4956000 Pilot Line  
Facsimile: 254-20-4956010  
Cell phone: 0719018000  
Email: [info@ketraco.co.ke](mailto:info@ketraco.co.ke).  
Website: [www.ketraco.co.ke](http://www.ketraco.co.ke)

**so as to be received on or before Thursday 16<sup>th</sup> February, 2017 at 10.00 am.**

- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya Electricity Transmission Company Offices, Kawi Complex.
- 1.6 The contract period will be from 2017-2019 broken into two terms, but renewal of the second term of the contract will be subject to satisfactory performance of the first term.

Signed:  
Mr. Peter Njehia

**Senior Manager, Supply Chain Management**  
**KENYA ELECTRICITY TRANSMISSION COMPANY LIMITED.**

## SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

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

### **2.2 Cost of Tendering**

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

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the

Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

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

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

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Form of tender and the appropriate Price Schedule furnished in the financial proposal envelop.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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



2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

**2.12.1** The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers (*i.e. tender security of Ksh.100,000/- (one hundred thousand only) from a bank. Tender Security from Insurance companies shall not be accepted*).

2.12.2 The tender security shall not exceed 2 percent of the tender price

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form a bank guarantee.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

## **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and one copy of the Technical and Financial proposals, clearly marking each "ORIGINAL TENDER-TECHNICAL" and "ORIGINAL TENDER - FINANCIAL" and "COPY OF TENDER-TECHNICAL" and "COPY OF TENDER – FINANCIAL" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

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

2.15.1 The tenderer shall seal the original and copy of tender in separate envelopes, duly marking the envelopes as "**Technical**" and "**Financial**". The envelopes shall then be sealed in an outer envelope. The bidders whose technical proposal shall meet the minimum scores during the evaluation shall be notified when financials will be opened. Those who do not meet the minimum technical scores, their financial proposals shall be returned unopened. (**See appendix instruction to tenderers**).

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to KENYA ELECTRICITY TRANSMISSION CO. LTD. 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 16<sup>TH</sup> FEBRUARY, 2017 AT 10.00AM.

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

**2.16.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than 16<sup>TH</sup> FEBRUARY, 2017 AT 10.00AM

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

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

## **2.17. Modification and Withdrawal of Tenders**

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, **thereafter on 16<sup>TH</sup> FEBRUARY, 2017 AT 10.00AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the

total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.21. Conversion to single currency: Not applicable**

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

## **2.22. Evaluation and Comparison of Tenders**

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

2.22.2 The Procuring entity's evaluation of a tender will take into account the Technical Capability of the tenderer first, before proceeding to the financial proposal i.e. tender price and terms and conditions of service as outlined in paragraph 2.22.3.

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

(a) **Technical Proposal**

The Procuring entity requires that the tenderer to exhibit the technical capability to provide the required services satisfactorily by meeting the technical requirements as outlined

in the technical proposal form. Failure to meet the minimum cut off points as outlined in the technical evaluation form will render the tender non-responsive and hinder the tenderer from proceeding to financial evaluation, thus leading to rejection of the tender.

(b) **Financial Proposal**

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

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

**2.23. Contacting the Procuring entity**

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

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

**2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

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

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

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

## **2.27 Notification of Award**

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

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security: This is not applicable to this tender**

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



## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

### **2.3.1 Appendix to Instructions to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. KETRACO Company Limited should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the 2following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

### Notes on Appendix to the Instruction to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>All Insurance Brokers who meet the required technical and financial capabilities.</i>
2.12.1	<i>All tenderers must submit a tender security of Ksh.100,000/- (one hundred thousand only) from a bank. Tender security from Insurance companies will not be accepted.</i>
2.15.2 (b)	<b><i>16<sup>TH</sup> FEBRUARY, 2017 AT 10.00AM</i></b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

*(Complete as necessary)*

### 2.3.2 Evaluation Criteria

The evaluation shall be carried out in four (4) stages i.e. Mandatory Requirements, Technical and Financial evaluation and Underwriters Requirements.

Technical shall carry 100%, Financial shall be based on price competitiveness and provision of required documents. Underwriters recommended by the Insurance Brokers shall also be evaluated accordingly.

Only Insurance Brokers meeting ALL the mandatory requirements shall proceed for Technical evaluation. Only those who score 80 out of 100 on technical evaluation shall proceed to the Financial evaluation. Only underwriters proposed by the top three overall Insurance Brokers from technical and financial evaluation will proceed for “Underwriters requirements” evaluation.

**1) Mandatory Requirements – Only Insurance Brokers meeting ALL the mandatory requirements shall proceed for further evaluation.**

- a) Certificate of Registration /Incorporation with Registrar of companies
- b) Certificate of Registration with Insurance Regulatory Authority for the year 2017.
- c) Current registration certificate for the year 2017 with Association of Insurance Brokers of Kenya (AIBK).
- d) PIN Certificate for the organization
- e) Valid tax compliance certificate
- f) Valid NHIF & NSSF Compliance certificates
- g) Tender Security of Ksh.100,000/- (one hundred thousand only) from a bank
- h) Detailed company profile showing company location, contacts, history, and Organizational structure
- i) Professional indemnity Insurance cover of Ksh.50 million

**2) Technical Evaluation – Only Insurance Brokers who obtain a pass mark of 80 out of 100 on technical evaluation shall proceed for financial evaluation.**

- a) Provide Five current (5) reference letters (dated Jan to Feb, 2017) from clients (excluding KETRACO) with a contract sum of at least (ten) 10 million each for any single or a combination of General Insurance policies within the last five years (i.e.2012 to date). (20 marks).
- b) Provide cover enhancements/riders and value additions for all the polices being tendered for above the stated risk schedule such as motor accessories insurance, loss of use for staff motor vehicles etc. The highest number of value of enhancements attracts the full marks and vice versa. (20 marks)
- c) Provide sample of policy documents for the classes of insurance being tendered for herein showing cover details such as policy conditions, exclusions, warrantees, limits, etc. (10 marks).
- d) Attach Two years audited accounts for the year 2014 & 2015. Unqualified audit opinion attracts full marks whereas qualified audit opinion attracts less marks. (10 marks).

- e) Had an annual premium turnover of Ksh.200 million and above per year in the last two financial years. (2014/2015) (10 marks).
- f) Provide Detailed CV's of five (5) top and technical staff who have Professional qualifications in Insurance (ACII/ COP /Diploma in Insurance/ CII/FCII etc.) and valid membership with professional Insurance body (Insurance Institute of Kenya or its equivalent). Attach evidence of Professional certificates and valid membership to the relevant Insurance related professional body. (20 marks)
- g) Provided evidence of valid Certification for Quality Assurance by any relevant body e.g. ISO certification or its equivalent (5 marks)
- h) Insurance Broker has received a Professional service award within the last 5 years i.e. 2012 to date (5 marks)

**Total Marks (Technical Proposal): 100 marks**

**3) The Corporation will apply the following criteria in the evaluation of the Financial submissions.**

- Price competitiveness
  - Due completion of the following forms – Form of Tender, Price Schedule, Confidential Business Questionnaire and Underwriters Authorization Form in the manner specified in the standard forms of tender.
  - Submission and verification of all documents stated herein
  - The tender will **not be automatically awarded to the lowest bidder, but the overall most responsively evaluated bidder.**
- a) Tender Price as indicated in the form of tender
  - b) Attach original or copy of quotation from the recommended underwriter that is duly stamped and signed.
  - c) Satisfactorily complete all standard forms in the manner specified in the tender document i.e. Form of tender, Price schedule, Confidential Business Questionnaire and Underwriters authorization form.

**4) The Corporation shall apply the following MANDATORY criteria in evaluating the PROPOSED/RECOMMENDED UNDERWRITERS.**

- a) Must be registered with Insurance Regulatory Authority for the current year 2017 and a copy of the current license submitted as evidence.
- b) Must have annual gross premiums turnover of at least Ksh.2 Billion each in the last two years (2014 & 2015) with 50 % of this being from non- motor policies.
- c) Must have paid up capital of at least Kshs.300 million
- d) Must give current recommendation letters (dated Jan-Feb.2017) from five (5) reputable clients (excluding KETRACO) with a contract sum of at least Ksh.10 million each per year for any single or a combination of General Classes of Insurance wherein they have provided Insurance Cover within the last five years (2012 to date).
- e) Must give evidence of claim payments (cheques, RTGS transfers etc.) to five (5) clients worth at least Ksh.1 million each for any or a combination of General Insurance Policy claims within the past five years (2012 to date).
- f) Must submit a copy of the audited accounts for two previous years (2014/2015). Audit opinion must be unqualified.
- g) Must provide detailed company profile.
- h) Must submit detailed CVs' of five (5) top and technical staff with evidence of professional qualifications in Insurance and valid membership to relevant Insurance professional body attached.
- i) Must submit copies of the following documents; PIN Certificate, Valid Tax Compliance Certificate, Certificate of Registration/Incorporation.
- j) Must be a member of the Association of Kenya Insurers (AKI) and provide current/valid certificate for 2017.
- k) Must have solvency margin of not less than 150% in 2015 and provide evidence.
- l) Valid certification by Quality Assurance body e.g. ISO certification and/or having a Professional service award within the last 5 years (i.e. 2012 to date) will be an added advantage to Underwriter – Provide evidence.

**2.3.3 Tender Submission Checklist**

## A. Tender Submission Format - Technical Proposals

This order and arrangement shall be considered as the Tender Submission Format for Technical Proposals. Tenderers shall tick against each item indicating that they have provided it, noting that the listed items form the **Mandatory & Technical Requirements**.

No.	Item	Tick
1	Certificate of Registration /Incorporation with Registrar of companies	
2	Current , valid Certificate of Registration with Insurance Regulatory Authority for the year 2017.	
3	Current, valid Certificate of Registration with Association of Insurance Brokers of Kenya (AIBK) for the year 2017.	
4	PIN Certificate	
5	Valid tax compliance certificate	
6	Valid NSSF & NHIF Compliance Certificates	
7	Tender Security/ Bid bond of Ksh.100,000/- (one hundred thousand only) from a bank	
8	Detailed company profile showing company location, contacts, history, and Organizational structure	
9	Valid Professional indemnity Insurance cover of Ksh.50 million	
10	Five current (5) reference letters (dated Jan to Feb, 2017) from clients with a contract sum of at least 10 million each year for any or a combination of General Insurance policies within the last five years five years.	
11	Cover enhancements/riders and value additions above the stated risk schedule	
12	Provide sample policy documents for classes being tendered for showing policy conditions, cover details, exclusions etc.	
13	Attach annual audited accounts for two years 2014/2015.	
14	Annual premium turnover of at least 200 million per each per year in the last two financial years (2014 & 2015)	
15	Detailed CV's of five (5) top and technical staff with Professional qualifications in Insurance (ACII/ COP /Diploma in Insurance/ CII etc.) and valid membership with professional Insurance body (Insurance Institute of Kenya or its equivalent).	
16	Valid Certification by Quality Assurance body e.g. ISO certification or its equivalent.	
17	Professional service award within the last 5 years i.e. 2012 to date	

## B. Tender Submission Format – Financial Proposal

This order and arrangement shall be considered as the Tender Submission Format, Financial Proposal. Tenderers shall tick against each item indicating that they have provided it, noting that the listed items are **Mandatory Requirements as well**.

No.	Item	Tick Where Provided
1.	Tender Price as indicated on form of tender	
2	Original or copy of quotation from the recommended underwriter that is duly stamped and signed.	
3	Completion of all standard forms in the manner specified in the tender document i.e. Form of tender, Price schedule, Confidential Business Questionnaire and Underwriters authorization form.	

### C. Underwriters' Requirements

The Insurance Broker must ensure that the proposed Underwriter also submits **the following Mandatory requirements in a separate envelop** either through the Broker or directly to KETRACO **on or before the closing of the tender**.

No.	Item	Tick
1	Must be registered with Insurance Regulatory Authority for the current year 2017 and a copy of the current license submitted as evidence.	
2	Must have annual gross premiums turnover in previous two years (2014 & 2015) of at least Ksh.2 Billion with 50 % of this being from non- motor policies.	
3	Must have paid up capital of at least Kshs.300 million	
4	Must give current recommendation letters (dated Jan-Feb.2017) from 5 reputable clients (excluding KETRACO) wherein they have provided General Insurance Cover contract sum of at least Ksh.10 million each per year within the last five years (2012 to date).	
5	Must give evidence of claim payments (cheques, RTGS transfers etc.) to five (5) clients worth at least Ksh.1 million each for any or a combination of General Insurance policy claims within the last 5 years (2012 to date).	
6	Must submit a copy of the audited accounts for two previous years (2014/2015).	
7	Must provide detailed company profile.	
8	Must submit detailed CVs' of at least 5 (5) top and technical staff with evidence of professional qualifications and membership to professional bodies attached.	
9	Must submit copies of the following documents; PIN Certificate, Valid Tax Compliance Certificate, Certificate of Registration/Incorporation.	
10	Must be a member of the Association of Kenya Insurers (AKI) and provide current/valid certificate for 2017.	
11	Must have solvency margin of not less than 150% in 2015 and provide evidence.	
12	Certification by Quality Assurance body e.g. ISO certification and/or having a Professional service award within the last 5 years (i.e. 2012 to date) will be an added advantage to Underwriter – Provide evidence.	

#### 2.3.4 Additional notes to tenderers.

- a) Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for **at least up to the tender closing date**. All Tenderers must provide a valid Tax Compliance Certificate.
- b) Valid NSSF & NHIF Compliance Certificates must be issued by the relevant authorities and valid at least up to the tender closing date.
- c) A non-financial document (technical) or item includes one that does not contain or reveal the tender price of the services. **A Tenderer (Insurance Broker) shall not insert financial requirements/ documents or items in the Technical submission envelop.**
- d) A financial document or item includes one that contains all information on the tender price(s) of the services. **A Tenderer (Insurance Broker) shall not insert technical requirements/documents or items in the financial submission envelopes or packages.**
- e) **All the Underwriters' documents shall be put in one separate envelop marked "Underwriters Requirements", with the tender reference number and title and submitted to the procurement entity directly or through the tendering Broker on or before the tender closing date.**



## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security – Not applicable to this tender**

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

3.82. Payment shall be made within 30 days after the inception of Insurance Cover by the Procuring entity.

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

### 4.1 Special Conditions of Contract

- a) The contract period shall be as follows:  
**All non-motor policies: twenty-seven and half (27.5) months whereas All Motor policies shall be for twenty-five and a half (25.5) months but broken into two periods.**

Details are as follows:

<b>Policies</b>	<b>Period 1</b>	<b>Period Two</b>	<b>Totals</b>
All Non-Motor Policies	<b>17/03/17-30/06/18</b>	<b>01/07/18-30/06/19</b>	27.5 months
All Motor Policies	<b>20/05/17-30/06/18</b>	<b>1/07/18-30/06/19</b>	25.5 months.

- b) Renewal for **2018-2019 period shall be subject to satisfactory performance** in 2017 – 2018 period.

- c) Tenderers (Insurance Brokers) shall submit mandatory, technical, financial and Underwriters requirements for evaluation.
- d) A Tenderer (Insurance Broker) is allowed to obtain quotations from any Underwriter that has met the “**Underwriters requirements,**” but shall propose **only one (1) underwriter** for the entire portfolio.
- e) **Please note that all documents provided by the broker and recommended underwriter will be verified with the relevant authorities where necessary to establish authenticity. Issuing of fake documents will render the tender non-responsive.**

#### **4.4 Special Conditions of Contract as relates to the General Conditions of Contract**

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	As per the schedule attached of requirements
3.8 Payment	Within 30 days after placement/commencement of insurance cover
3.9 Price adjustment	Terms and conditions of policy including rates at inception of cover shall prevail for contract period
3.16 Applicable law	Government of Kenya
3.18 Notices	Senior Manager, Supply Chain Kenya Electricity Transmission Co. Ltd, South C Off Red Cross Road, P.O. Box 34942, 00100 Nairobi



## **KENYA ELECTRICITY TRANSMISSION COMPANY LIMITED**

### **SECTION V - SCHEDULE OF REQUIREMENTS FOR ALL GENERAL INSURANCE POLICIES**

Bidders shall be required to quote based on the Scope of cover and benefits below for the respective policies. Any Bidder who presents an offer that is **below** this criterion shall be declared non responsive and will not be evaluated in this category. Any other cover enhancements above what is given below and value additions will be an added advantage and will be evaluated accordingly.

#### **a) POLICIES TO BE QUOTED FOR**

<b>S/No</b>	<b>POLICIES</b>
1.	Fire & Perils – Office
2.	Burglary – Office
3.	Electronic Equipment (Computer)
4.	All Risks
5.	Money Insurance
6.	Fidelity Guarantee policy
7.	Public Liability
8.	Directors & Officers Liability
9.	Travel Insurance
10.	Motor Private - Company
11.	Motor Commercial- Company
12.	Motor Cycle - Company
13.	Motor Private- Staff

## **b) SCHEDULE OF REQUIREMENTS –**

<b>1</b>	<b>FIRE AND PERILS – OFFICE</b>	
	<b>Scope of Cover</b>	
	Indemnity against loss or damage occasioned by fire, lightning, bushfire, full explosion, earthquake, volcanic eruption, fire and stock, riot, strike, malicious damage and special perils A-H, including spontaneous combustion.	
	<b>Description &amp; Summary of benefits</b>	
	On Office Furniture, fixtures, partitioning and contents otherwise not specifically insured etc. anywhere within Kenya including cover for Political Risks plus Terrorism and Sabotage.	Ksh.133,735,164.00
<b>2</b>	<b>BURGLARY - OFFICE</b>	
(i)	<b>Scope of cover</b>	
	Indemnity against loss, destruction or damage to property of the insured not specifically insured arising from forcible or violent entry and or exit from Company premises countrywide including Political risks, Terrorism and Sabotage.	
(ii)	<b>Description &amp; Summary of benefits</b>	
	On Office Furniture, fixtures and contents otherwise not specifically insured etc. anywhere within Kenya including cover for Political Risks plus Terrorism and Sabotage. <b>Cover of First Loss Basis of ksh.20 million</b> <b>Proposed Excess: 10% EEL, Max Ksh. 10,000/-</b>	Ksh.133,735,164.00
<b>3</b>	<b>ELECTRONIC EQUIPMENT/COMPUTERS &amp; ALLIED EQUIPMENT</b>	
	–	
(i)	<b>Scope of Cover and benefits</b>	
	Indemnity against any unforeseen physical loss of or damage to computers, accessories and allied equipment including Pabx, Laptops, Ipads from any causes whatsoever at various locations countrywide. <b>Clauses:</b> Automatic additions/deletions, Automatic reinstatement of loss, Reinstatement, Mobile and portable equipment, overtime, night work etc. <b>Proposed Excess: 10% EEL, Max:Ksh.10,000/=</b>	Ksh.23,935,204.00
<b>4</b>	<b>ALL RISKS</b>	
(i)	<b>Scope of cover and benefits</b>	
	Indemnity against any unforeseen physical loss of or damage to Company equipment not specifically covered under Electronic equipment including Survey Equipment, Mobile Phones, Printing Equipment, GPS equipment, Cisco Phone heads etc. anywhere in the country. <b>Clauses:</b> Automatic additions/deletions, Automatic reinstatement of loss, Reinstatement value <b>Proposed Excess: 10% EEL, Max.ksh.10,000/-</b>	Ksh.99,170,675.00

S/NO	SCOPE OF COVER & SUMMARY OF BENEFITS	SUM INSURED
<b>5</b>	<b>MONEY INSURANCE</b>	
<b>(i)</b>	<b>Scope of Cover</b>	
	Indemnity against loss of money and securities in premises or in transit and damage to safes as declared. Cash deemed to include negotiable instruments or legal tender, NHIF stamps, postal orders, travelers' cheques, unaddressed and bearer cheques. Cover to include loss or damage to Safes, Strong Room or till containing money by theft or attempts thereof.	
<b>(ii)</b>	<b>Summary of Benefits.</b>	
	<ul style="list-style-type: none"> <li>○ Cash in Transit to and from bank</li> <li>○ Cash in Premises during working hours</li> <li>○ Cash in Premises outside business hours</li> <li>○ Money in Hands of Staff</li> <li>○ NHIF Stamps</li> <li>○ Damage to Safe, Strong Room or Till</li> <li>○ Estimated Annual Carry</li> </ul> <p><b>Proposed Excess: 10% EEL Max. 100,000/-</b>  <b>Clauses:</b> Loss or Damage to employees clothing and personal effects due to assault Ksh.100,000/= per employee, infidelity of employees-discovery period 180 days after theft etc.</p>	<p>2,500,000.00  1,000,000.00  2,000,000.00  1,000,000.00  10,000.00  1,000,000.00  <b>100,000,000.00</b></p>
<b>6</b>	<b>FIDELITY GUARANTEE</b>	
<b>(i)</b>	<b>Scope of Cover</b>	
	Provide indemnity in respect of all pecuniary losses suffered as a result of the infidelity or dishonesty of employees or positions declared. Cover for all employees of the insured	
<b>(ii)</b>	<b>Summary of Benefits</b>	
	<p>Limits of Guarantee:</p> <ul style="list-style-type: none"> <li>○ Any One Person</li> <li>○ Any One Claim</li> <li>○ Any One Period</li> </ul> <p><b>Proposed Excess:</b> 10% EEL, MAX. Ksh.100,000/=</p> <p><b>Clauses:</b> Automatic additions/deletions, Automatic reinstatement of loss Collusion, Discovery period – 12 months after termination of employment and or 18 etc.</p>	<p>Ksh.10 million  Ksh.100 million  Kshh.100 million</p>
<b>7</b>	<b>PUBLIC LIABILITY INSURANCE</b>	
<b>(i)</b>	<b>Scope of Cover</b>	
	Indemnity against the Company's legal liability to third parties in respect of accidental death, bodily injury and or illness and or loss or damage to property arising out of the operations of the Company and its authorized agents. All operational incidences, including negligence shall be covered. Any incidence notified or reported or intimated by the public or KETRACO shall be deemed as proper notification and shall be covered. The policy shall cover statutory obligations of the Company with regard to third party legal liabilities.	

<b>(ii)</b>	<b>Summary of benefits</b>	
	<ul style="list-style-type: none"> <li>○ Any one occurrence</li> <li>○ Food and Drinks</li> <li>○ Any one period of insurance</li> </ul> <b>Clauses:</b> Car park, cross liability, customer's equipment, defective sanitation, employees'/guests effects, exhibitions and sign boards, food, fumes and pollution, food and drink, Goods held in trust etc.	Ksh.100 million Ksh.100 million Ksh.100 million
<b>8</b>	<b>DIRECTORS &amp; OFFICERS LIABILITY</b>	
<b>(i)</b>	<b>Scope of Cover</b>	
	Provide indemnity for claims against Directors and Officers for their wrongful acts attributable to negligence, errors, omissions and commissions in executing their mandate at KETRACO. Number of Directors, Managers & Officers – 50	
<b>(ii)</b>	<b>Summary of benefits</b>	
	<ul style="list-style-type: none"> <li>○ Gross Assets</li> <li>○ Limit of Liability</li> <li>○ Gross Turnover</li> </ul> <b>Proposed Excess:</b> Maximum 5% Each and every loss <b>Clauses:</b> Advancement of defense and claim costs, Past, present and future directors, Loss of documents, Discovery period – 12 months	Ksh.6.7 Billion Ksh.100 million Ksh.200 million
<b>9</b>	<b>TRAVEL INSURANCE</b>	
<b>(i)</b>	<b>Scope of cover &amp; Summary of Benefits</b>	
	Worldwide cover taken to provide insurance abroad for employees and/or Board members while traveling overseas on official business. Coverage to include emergency medical related expenses, pre-existing emergency medical and related exposure, repatriation, extra accommodation expenses, emergency cash, legal advice and expenses, missed departures on outward journeys, accidental death and personal accident, personal liability, delayed travel and luggage, cancelled/curtailed trip, loss of luggage, loss of money and passport replacement. Coverage to include hijack and personal liability while abroad etc.	
<b>(ii)</b>	<b>Annual estimated number of travelers - Tenderers to propose annual deposit premium and rate per person per day. Where quoted in currency other than Kenya Shillings, for purposes of financial evaluation, the conversion shall be based on the ruling Central Bank of Kenya Selling Exchange Rate on the tender closing date.</b>	100 Persons
<b>10</b>	<b>MOTOR PRIVATE (COMPREHENSIVE) – COMPANY FLEET</b>	
<b>(i)</b>	<b>Scope of Cover – 41 Vehicles (SCHEDULE ATTACHED AS APPENDIX Y)</b>	<b>SUM INSURED</b>
	Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the Company. <ul style="list-style-type: none"> <li>○ <b>Number of motor private vehicles</b></li> <li>○ <b>Total Sum Insured</b></li> </ul>	41 vehicles Ksh.130,870,000/-
<b>(ii)</b>	<b>Summary of benefits</b>	
	<u>Proposed Limits of Liability:</u> <ul style="list-style-type: none"> <li>• Third Party Persons</li> </ul>	

	<ul style="list-style-type: none"> <li>• Third Party Property</li> <li>• Passenger Liability</li> <li>• Towing Charges</li> <li>• Repair Authority</li> <li>• Medical Expenses</li> <li>• Radio Cassette</li> <li>• Windscreen</li> </ul> <p>Tender evaluation shall take into account special clauses and excess limits proposed by tenderers.  <b>Clauses:</b> Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, Strike, riot and civil commotion, no blame no excess etc.</p>	Unlimited 10,000,000 Ksh.5 million 50,000/- 50,000/- 50,000/- 50,000/-
<b>11</b>	<b>MOTOR COMMERCIAL (COMPREHENSIVE)-COMPANY FLEET (SCHEDULE ATTACHED AS APPENDIX Y)</b>	
<b>(i)</b>	<b>Scope of cover – 3 Vehicles</b>	
	Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the Company. <ul style="list-style-type: none"> <li>○ <b>Number of motor commercial vehicle</b></li> <li>○ <b>Total Sum Insured</b></li> </ul>	3 Ksh.9,611,150/=
<b>(ii)</b>	<b>Summary of benefits</b>	
	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> <li>• Third Party Persons</li> <li>• Third Party Property</li> <li>• Passenger Liability</li> <li>• Towing Charges</li> <li>• Repair Authority</li> <li>• Medical Expenses</li> <li>• Radio Cassette</li> <li>• Windscreen</li> </ul> <p>Tender evaluation shall take into account special clauses and excess limits proposed by tenderers.  <b>Clauses:</b> Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, Strike, riot and civil commotion, no blame no excess etc.</p>	Unlimited 10,000,000 Ksh.5 million 50,000/- 50,000/- 50,000/- 50,000/- 50,000/-
<b>12</b>	<b>MOTOR CYCLE (COMPREHENSIVE) - COMPANY FLEET</b>	
<b>(i)</b>	<b>Scope of cover – 5 Motor cycles (SCHEDULE ATTACHED AS APPENDIX Y)</b>	
	Indemnity against theft, loss or damage to motor cycle and legal liability to third parties arising out use of motor cycle owned or operated by the Company. <ul style="list-style-type: none"> <li>○ <b>Number of motor cycles</b></li> <li>○ <b>Total Sum Insured</b></li> </ul>	5 Ksh.1,268,000/-
<b>(ii)</b>	<b>Summary of benefits</b>	
	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> <li>• Third Party Persons</li> <li>• Third Party Property</li> <li>• Passenger Liability</li> </ul> <p>Tender evaluation shall take into account special clauses and excess limits</p>	10 million 10 million 2 million

	proposed by tenderers.	
<b>13</b>	<b>MOTOR PRIVATE (COMPREHENSIVE)– STAFF VEHICLES</b>	
	<b>Scope of Cover (SCHEDULE ATTACHED AS APPENDIX Z)</b>	
	Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the Company.  <b>Number of motor private staff vehicles</b> <b>Total Sum Insured</b>	114 Ksh.134,822,813.00
	<b>Summary of benefits</b>	
	<u>Proposed Limits of Liability:</u> <ul style="list-style-type: none"> <li>• Third Party Persons</li> <li>• Third Party Property</li> <li>• Passenger Liability</li> <li>• Towing Charges</li> <li>• Repair Authority</li> <li>• Medical Expenses</li> <li>• Radio Cassette</li> <li>• Windscreen</li> </ul> <p><b>Include loss of use, excess protector &amp; PVT at an additional premium.</b> Tender evaluation shall take into account special clauses and excess limits proposed by tenderers. <b>Clauses:</b> Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, Strike, riot and civil commotion, no blame no excess etc.</p>	Unlimited 10,000,000 Ksh.5 million 50,000/- 50,000/- 50,000/- 50,000/- 50,000/-

## **SECTION VI - 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. Confidential Business Questionnaire Form: -** This form must be completed by the tenderer and submitted with the tender documents.
- 4. Underwriters Authorization Form: –** The form must be completed by the Underwriter on their own letterhead and submitted by the bidder with the tender documents. It must also be duly signed and stamped by the duly authorized representative of the underwriter.
- 5. 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.

**FORM OF TENDER**

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of procuring entity \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Medical Insurance Services under this tender in conformity with the said Tender document 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.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## PRICE SCHEDULE FORM

### KENYA ELECTRICITY TRANSMISSION CO. LTD. 2017/2019

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_

No	CLASS OF INSURANCE	RATE	NETT PREMIUM (KSHS)	LEVIES (KSH)	GROSS PREMIUM (KSH) – FIRST PERIOD 2017/2018	GROSS PREMIUM - SECOND PERIOD 2018/2019	TO TAL PREMIUM FOR TWO PERIODS 2017-2019	UNDERWRITER
1	FIRE & PERILS– OFFICE							
2	BURGLARY OFFICE							
3	ELECTRONIC EQUIPMENT							
4	ALL RISKS							
5	MONEY INNSURANCE							
6	FIDELITY GUARANTEE							
7	PUBLIC LIABILITY							
8	DIRECTORS & OFFICERS LIABILITY							
9	TRAVEL INSURANCE							
10	MOTOR PRIVATE – COMPANY FLEET							
11	MOTOR COMMERCIAL – COMPANY FLEET							
12	MOTOR CYCLE- COMPANY FLEET							
13	MOTOR PRIVATE – STAFF FLEET							
<b>GRAND TOTALS</b>								

#### Note

- The contract price to be filled in the FORM OF TENDER is the GRAND TOTAL in Ksh. for the TWO PERIODS OF COVER 2017 – 2019.
- Recommend only one (1) underwriter for the entire portfolio
- All NON MOTOR POLICIES run from 17<sup>th</sup> March, 2017 to 30<sup>th</sup> June, 2019 whereas ALL MOTOR policies run from 20<sup>th</sup> May, 2017 up to 30<sup>th</sup> June, 2019 as indicated below:

Policies	Period 1	Period Two	Totals
All Non-Motor Policies	17/03/17-30/06/18	01/07/18-30/06/19	27.5 months
All Motor Policies	20/05/17-30/06/18	1/07/18-30/06/19	25.5 months.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies 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 .....  
Email .....  
Nature of business .....  
Registration Certificate No. ....  
**(Attach copy of registration certificate/certificate of incorporation)**

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.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Part 2(c) – Registered Company:

Private or public .....  
State the nominal and issued capital of the company –  
Nominal Kshs. ....  
Issued Kshs.....

Give details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....

**(Attach proof of citizenship i.e. ID or Passport for section 2a/b/c)**

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**(To be completed on letter head of Underwriter)**

To:

*[Name and address of procuring entity]*

Date

\_\_\_\_\_

Whereas *[Name of Underwriter]*) who are established and reputable underwriters of

*(Insurance Services quoted for)* having offices at *[ Location and address of*

*Underwriters offices]* do hereby authorize *[Name and address of Bidder – Broker]*

to submit a tender and successfully negotiate and sign the contract with you against

Tender for Insurance services provided by us.

We hereby extend our full guarantee and warranty as per the General Conditions of

Contract for the Insurance policy (ies) offered for supply by the above firm against

this Invitation for Tenders.

Yours faithfully,

*[Authorized Signatories and official stamp of the Underwriter]*

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_\_ between [name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity] (hereinafter called “Kenya Electricity Transmission Co. Ltd”) of the one part and [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KETRACO Ltd. invited tenders for Medical Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 details of cover
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of Contract; and
  - (f) The KECTRACO Company Limited’s Notification of Award
3. In consideration of the payments to be made by KETRACO Company Limited to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KETRACO Company Limited to provide the Medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KETRACO Company Limited hereby covenants to pay the tenderer in consideration of the provision of the services 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 KETRACO Company Limited)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**LETTER OF NOTIFICATION OF AWARD**

Address of KETRACO Company Limited

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

\_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT  
(KETRACO Company Limited)

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...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax 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..... etc.

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

- 1.
- 2. etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary