

PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

Transforming Procurement



TENDER DOCUMENT

FOR

PROVISION OF INSURANCE COVERS

TENDER NO. PPOA /01/2012 – 2013

NATIONAL BANK BUILDING

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July, 2012

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SECTION I - INVITATION TO TENDER



PUBLIC PROCUREMENT OVERSIGHT AUTHORITY
Transforming Procurement

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Date: 5th July, 2012

TENDER NO. PPOA/01/2012-2013 FOR PROVISION OF INSURANCE COVERS

The Public Procurement Oversight Authority (PPOA) invites sealed tenders from eligible candidates for the provision of Insurance Covers for an initial period of one year renewable annually upto a maximum of three years subject to Satisfactory Performance.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, Public Procurement Oversight Authority, 10th Floor, National Bank Building, Harambee Avenue, during normal working hours.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Public Procurement Oversight Authority, 10th Floor, National Bank Building, Harambee Avenue, during normal working hours upon payment of a non - refundable tender fee of Kshs. 4,000.00. The document may also be ***viewed and downloaded from the Public Procurement Oversight Authority's websites:*** www.ppoa.go.ke or www.tenders.go.ke. Bidders who download the tender document will be required to pay a reduced mandatory non-refundable tender fee of Kshs. 2,000.00. All payments shall be made to the Public Procurement Oversight Authority's Bank Account No. 01003006585400, National Bank of Kenya, Harambee Avenue Branch. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Cash Office on 10th floor National Bank Building, Harambee Avenue and immediately forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums.

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 120 days from the closing date of the tender.

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 Oversight Authority's Offices, 10th floor, National Bank Building, Harambee Avenue, Nairobi or be addressed and posted to:

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

to be received on or before **THURSDAY 26th July, 2012 at 10:00 a.m.**

Tenders must be accompanied by a tender Security of **Kenya Shillings One Hundred Thousand (100,000)** in form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the conference room, 10th floor, National Bank Building.

DIRECTOR-GENERAL
PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

SECTION II – INSTRUCTIONS TO TENDERERS

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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. The procuring entity's employees, committee members, board members and their relative (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 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 price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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) Tender 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 the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers 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

2.5 Amendment of 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 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, the Procuring entity, 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 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9,10 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

2.8 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 the procuring entity 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 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 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 the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 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.
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's 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 the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(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 the Procuring entity, 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 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 two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," 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 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 and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity 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 THURSDAY 26TH JULY, 2012, AT 10.00 A.M.”**

- 2.15.2 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”.
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 2.15.1 no later than **10.00 a.m. on 26TH JULY, 2012.**
- 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, 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 in 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 tender’s is received by the procuring entity 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, postmarked 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 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **10.00 a.m. on 26TH JULY, 2012** and in the location specified in the invitation to tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity 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 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 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 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 The Procuring entity 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 22, 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 a single currency

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 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 The Procuring entity'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 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity 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 the procuring entity'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. The Procuring entity 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 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 tenderer's tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity 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 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.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.22 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.
- 2.24.5 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 tenderers is responsive; the procuring entity 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, the Procuring entity 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 the procuring entity 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, the Procuring entity 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 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.

- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 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 the Procuring entity, 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 the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3 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 procurement of services shall complement or amend the provisions of 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

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|---|
| 2.1 | Particulars of eligible tenders: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya |
| 2.2.2 | Price to be charged for tender documents. Kshs. 4,000 for those who purchase a hard copy while those who download the document will be charged Kshs. 2,000 |
| 2.10 | Particulars of other currencies allowed. None |
| 2.11 | Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration ii) Certificate of valid tax compliance |
| 2.12.2 | Particulars of tender security if applicable. Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period. |
| 2.12.4 | Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA. |
| 2.13 | Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening |
| 2.16.3 | Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit. |
| 2.20.1 | Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: <ol style="list-style-type: none"> 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Copy of PIN Certificate 4) Copy of single Business Permit 5) Must Fill the Price Schedule in the format provider 6) Must Fill the Form of Tender in the format provided 7) Must Submit a Tender Security of Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period. 8) Must submit a dully filled up Confidential Business Questionnaire in format provided 9) Must be registered with the Insurance Regulatory Authority for 2012 and a copy of the current license be submitted. 10) Must submit a copy of current Reinsurance slips/cover notes. 11) Must submit copies of Audited accounts for 2010 & 2011 and must |

| Instructions to tenderers | Particulars of appendix to instructions to tenderers |
|---------------------------|---|
| | <p>have a net asset base of Kshs. 1 billion and above for each of the years. The firm must also have done gross premiums in the year 2011 of not less than Kshs. 1 billion.</p> <p>12) Must have been in existence for the last five years.</p> <p>13) For the Group Life Policy, must have underwritten a minimum Kshs 500 million gross premium under Life Business for each of the years 2011 and 2010 and must have been underwriting this business for the last 3 years.</p> <p>14) Must be a current member of the Association of Kenya Insurers (AKI). Please provide copy of certified membership certificate.</p> <p>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p> |
| 2.22 | <p>Evaluation and Comparison of Tenders</p> <p><i>The tenders will be technically evaluated and marks awarded as stipulated in SECTION 4.6 TECHNICAL EVALUATION RESPONSE FORM.</i></p> <p>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 80% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED.</p> |
| 2.24 (a) | Particulars of post – qualification if applicable. PPOA may inspect the premises |
| 2.24.4 | <p>Award Criteria:</p> <p>AWARD WILL BE MADE TO THE LOWEST AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARK.</p> |
| 2.27 | Particulars of performance security if applicable. N/A |
| Other’s as necessary | Complete as necessary. None |

SECTION III

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GENERAL CONDITIONS OF CONTRACT

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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 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” 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

- 3.2.1 These General Conditions shall apply to the extent that they are not superceded 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

- 3.4.1 The tenderer 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 the Procuring entity 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 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.

3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.

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 the procuring entity'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 the procuring entity's prior written consent.

3.10 Termination for Default

- 3.10.1 The Procuring entity 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 the Procuring entity.
 - b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

- 3.11.1 The procuring entity 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 the procuring entity.

3.12 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 entity 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 on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 The procuring entity'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 its 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.

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

3.17 Notices

- 3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 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: N/A |
| 3.7 | Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s). |
| 3.8 | Specify price adjustments allowed. None |
| 3.14 | Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya |
| 3.16 | Specify applicable law. Laws of Kenya |
| 3.17 | Indicate addresses of both parties. Client: The Public Procurement Oversight Authority National Bank Building, 11th Floor P. O. Box 58535-00200 Nairobi |
| Other's as necessary | Complete as necessary |

SECTION V - SCHEDULE OF REQUIREMENTS

(1) GENERAL

The Public Procurement Oversight Authority (PPOA) 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 (Stock) 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. Staff Group Life Assurance Cover under PPOA Pension Scheme with 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 one year renewable annually upto a maximum of three years subject to Satisfactory Performance. 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 PPOA

(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 PPOA and NOT on the occurrence of an occupational injury/illness as not all occupational injuries end up in litigation.
- (ii) Ensure appointment of a defence advocate by the recommended underwriter and submit copy of letter appointing advocate to PPOA within three (3) days of notification of a claim by PPOA.
- (iii) Ensure entering of appearance by the appointed advocate and submit memo of appearance to PPOA within seven (7) days of receipt of summonses from PPOA.
- (iv) Prepare and submit to PPOA updated litigation schedule of upcoming court appointments on a quarterly basis.
- (v) Prepare and submit to PPOA claim status summary reports on a quarterly basis.

(c) Group Life Assurance (with WIBA, Last Expense and Critical Illness Riders)

- (i) Partial Discharge Vouchers (DVs) on accruing accidental medical expenses shall be issued and payment processed on a quarterly basis.
- (ii) For PTD claims with an initial disability assessment greater than 5%, the claimants shall be referred for medical re-examination (2nd opinion) by the recommended underwriter within fourteen (14) days of submission of the initial assessment medical certificate by PPOA.
- (iii) A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to PPOA 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.
- (vi) Ensure inclusion of doctors and other relevant service providers in PPOA's panel into the panel of 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 PPOA within 7 days of site visit.
- (iii) Ensure appointment of a defence advocate by the recommended underwriter and submit copy of appointment letter within three (3) days of notification of a litigation claim by PPOA.
- (iv) Ensure entering of appearance by the appointed advocate and submit memo to enter appearance within seven (7) days of receipt of summonses from PPOA.
- (v) Prepare and submit to PPOA updated litigation schedules of upcoming court appointments on a quarterly basis.
- (vi) Prepare and submit to PPOA 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 PPOA within 7 days of site visit.

(3) OTHERS DETAILS

- (i) Structuring policy covers in accordance with the tenders submitted.
- (ii) Confirmation to PPOA 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. Should this occur, PPOA shall call on the tender security.
- (iv) Ensure the policy document or endorsement is deposited with the PPOA within fifteen (15) days of inception of cover.
- (v) Ensure travel Certificates are received in the Procuring Entity's offices, within twelve (12) hours of request.
- (vi) Ensure prompt settlement of claims as provided hereunder:
 - (a) All Last Expense claims - within Forty eight (48) hours of reporting.
 - (b) All fully documented Group Life and WIBA claims - within fourteen (14) days.
 - (c) All fully documented Public Liability claims - within twenty one (21) days.
 - (d) All documented property claims - within twenty one (21) days

- (vii) Ensure that the sums insured under the policy are adjusted accordingly as directed by the Procuring Entity 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 the Procuring Entity.
- (x) Such other services as may be related or ancillary to the due performance of the above work.

(4) FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

- (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 OVERSIGHT

AUTHORITY (PPOA)

PART B – COVERS REQUIRED

1. Burglary (Stock) 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. Staff Group Life Assurance Cover under PPOA Pension Scheme with Work Injury Benefits Act (WIBA) last expense and critical illness.
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 (Stock) Insurance | | | | | | | | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | | | | | | | | |
| SCOPE OF COVER | Indemnity against loss, destruction, or damage to stock arising from entry and or exit from PPOA premises. | | | | | | | | |
| INTEREST | On stock, material and equipment | | | | | | | | |
| SUMS INSURED AND LIMITS OF LIABILITY | Total Stock Value in Ksh– <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Computer and Equipment</td> <td style="text-align: right;">10,223,476.39</td> </tr> <tr> <td>Computer Software</td> <td style="text-align: right;">12,577,840.73</td> </tr> <tr> <td>Furniture and Fitting</td> <td style="text-align: right;">6,729,021.61</td> </tr> <tr> <td>Grand Total</td> <td style="text-align: right;">29,530,338.74</td> </tr> </table> | Computer and Equipment | 10,223,476.39 | Computer Software | 12,577,840.73 | Furniture and Fitting | 6,729,021.61 | Grand Total | 29,530,338.74 |
| Computer and Equipment | 10,223,476.39 | | | | | | | | |
| Computer Software | 12,577,840.73 | | | | | | | | |
| Furniture and Fitting | 6,729,021.61 | | | | | | | | |
| Grand Total | 29,530,338.74 | | | | | | | | |
| EXCESS | 10% maximum Kshs.50,000 | | | | | | | | |
| EXTENSIVE CLAUSES | 1. Average for full value 2. All other contents – Kshs.1 million 3. Including long term agreement – 2years 4. Automatic reinstatement | | | | | | | | |

| COVER DETAILS | |
|----------------------|--|
| | 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 |
| | 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 | 01.07.2012 – 30.06.2015, 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 | |
|---------------------|--|
| POLICY | Money insurance |
| PERIOD | 01.07.2012 – 30.06.2015, 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"> • Cash in hands of staff- Ksh 5,000,000 • Cash in transit Ksh 10,000,000 • Cash in premises during business hours Ksh 10,000,000 • Cash outside premises during business hours Ksh 5,000,000 • NHIF Stamps Ksh 30,000 • Damage to safe Ksh 1,000,000 • Estimated annual Carry Ksh 50,000,000 |
| EXCESS | 10% Maximum Kshs.100,000 |
| CANCELLATION NOTICE | Sixty(60)Days |
| EXTENSIVE CLAUSES | <ol style="list-style-type: none"> 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 | 01.07.2012 – 30.06.2015, 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– |

| COVER DETAILS | | | | | | | |
|------------------------|--|------------------------|---------------|-------------------|---------------|--------------------|----------------------|
| | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Computer and Equipment</td> <td style="width: 50%; text-align: right;">10,223,476.39</td> </tr> <tr> <td>Computer Software</td> <td style="text-align: right;">12,577,840.73</td> </tr> <tr> <td>Grand Total</td> <td style="text-align: right;">22,801,317.12</td> </tr> </table> | Computer and Equipment | 10,223,476.39 | Computer Software | 12,577,840.73 | Grand Total | 22,801,317.12 |
| Computer and Equipment | 10,223,476.39 | | | | | | |
| Computer Software | 12,577,840.73 | | | | | | |
| Grand Total | 22,801,317.12 | | | | | | |
| EXCESS | Kshs.10,000 | | | | | | |
| CANCELLATION NOTICE | Sixty(60)Days | | | | | | |
| EXTENSIVE CLAUSES | <ol style="list-style-type: none"> 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 | 01.07.2012 – 30.06.2015, 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 PPOA structures of whatever nature. To include cover as a result of power surge & short circuit. | | | | | | | | | | | | |
| SUM INSURED | <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Total Stock Value in Ksh–</td> </tr> <tr> <td style="width: 50%;">Computer and Equipment</td> <td style="width: 50%; text-align: right;">10,223,476.39</td> </tr> <tr> <td>Computer Software</td> <td style="text-align: right;">12,577,840.73</td> </tr> <tr> <td>Furniture and Fitting</td> <td style="text-align: right;">6,729,021.61</td> </tr> <tr> <td>Office Partitions</td> <td style="text-align: right;">33,410,647.60</td> </tr> <tr> <td>Grand Total</td> <td style="text-align: right;">62,940,986.34</td> </tr> </table> | Total Stock Value in Ksh– | | Computer and Equipment | 10,223,476.39 | Computer Software | 12,577,840.73 | Furniture and Fitting | 6,729,021.61 | Office Partitions | 33,410,647.60 | Grand Total | 62,940,986.34 |
| Total Stock Value in Ksh– | | | | | | | | | | | | | |
| Computer and Equipment | 10,223,476.39 | | | | | | | | | | | | |
| Computer Software | 12,577,840.73 | | | | | | | | | | | | |
| Furniture and Fitting | 6,729,021.61 | | | | | | | | | | | | |
| Office Partitions | 33,410,647.60 | | | | | | | | | | | | |
| Grand Total | 62,940,986.34 | | | | | | | | | | | | |

| COVER DETAILS | |
|----------------------|--|
| EXCESS | NIL |
| CANCELLATION NOTICE | Sixty(60)Days |
| EXTENSIVE CLAUSES | <ol style="list-style-type: none"> 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 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 | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance |
| SCOPE OF COVER | Indemnity against PPOA's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out PPOA'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 |
| ADDITIONAL REMARKS | |

7. TRAVEL INSURANCE

| COVER DETAILS | |
|----------------|--|
| POLICY | Travel insurance |
| PERIOD | 01.07.2012 – 30.06.2015, 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 |

| COVER DETAILS | |
|-----------------------|--|
| | <ul style="list-style-type: none"> • 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 | |

Coverage Limits

| No. | Benefit Category | Benefit | Limits | Excess |
|-----|--|--|-----------|--------------------------|
| 1. | Alternative Employee, Resumption of Assignment | Alternative Employee, Resumption of Assignment | \$2,500 | Nil |
| 2. | Emergency Assistance | Legal Assistance Abroad | \$2,500 | Nil |
| | | Premature Return | \$1,500 | Nil |
| 3. | Hijack, Kidnap and Wrongful Detention | Hijack | \$1,500 | 4 hours |
| | | Kidnap, Wrongful Detention | \$60,000 | 4 hours |
| 4. | Loss of Deposit, Trip Cancellation or Curtailment | Cancellation or Curtailment | \$2,500 | \$100 |
| | | Loss of Deposit | \$1,500 | \$100 |
| 5. | Luggage, Trade Samples, Personal Effects and Money | Loss or Theft | \$4,500 | \$100 |
| | | Travel Delay | \$400 | 4 hours |
| 6. | Medical Expenses | Accompanying Family Member | \$1,500 | Nil |
| | | Coffin Expense | \$1,500 | Nil |
| | | Follow up Treatment in Kenya | \$1,500 | Nil |
| | | Medical Evacuation Expenses | \$25,000 | Nil |
| | | Medical Expenses | \$150,000 | \$100 Outpatient only |
| 7. | Personal Accident | Death, Disability or Injury | \$55,000 | Nil |
| | | Education Fund Supplement per Child | \$500 | Nil |
| | | Spousal Accidental Death | \$2,000 | Nil |
| 8. | Personal Liability (Per Event) | Bodily Injury | \$250,000 | \$1,500 |
| | | Material Damage | \$300,000 | \$2,000 |

8. STAFF GROUP LIFE ASSURANCE SCHEME WITH WORK INJURY BENEFITS ACT (WIBA) LAST EXPENSE AND CRITICAL ILLNESS

| COVER DETAILS | |
|---|---|
| POLICY | Staff Group Life Assurance Cover under PPOA Pension Scheme with work injury benefits act (WIBA) last expense and critical illness. |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance |
| SCOPE OF COVER | Provides compensation to employees and or their dependants in the event of death from whatever cause and or accidental injury or occupational illness. Coverage to be on 24 hour basis. See employees details below |
| | In order to speed up the claims process and optimize claims processing costs with regard to processing time and providers' fees, PPOA proposes that claimants with initial disability awards of 5% or less to be issued with discharge vouchers without recourse to medical re-examination See employees details below |
| A INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL) | Benefits |
| | <ul style="list-style-type: none"> • Death in service benefit – 3 years basic salary as follows |
| | Two (2) years basic Salary as a lump sum benefits on death plus additional one (1) year basic Salary and group disability cover. |
| | <ul style="list-style-type: none"> • Permanent Total Disability- Maximum 8 years' gross earnings |
| | <ul style="list-style-type: none"> • Occupational Illness Maximum 8 years' gross earnings |
| | <ul style="list-style-type: none"> • Temporarily Total Disability Maximum 1 years' gross earnings |
| | <ul style="list-style-type: none"> • Accidental medical expenses Up to a maximum of Ksh 100,000 |
| | <ul style="list-style-type: none"> • Last expense cover Ksh 250,000 |
| | <ul style="list-style-type: none"> • Free Cover Limit of Minimum Kshs.10,000,000 |
| | <ul style="list-style-type: none"> • Critical illness rider 30% death in service benefit • Proposed Waiting Period (Critical Illness): Maximum 3 months • No exclusion on HIV & AIDS |
| | |
| | |
| 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 |

| COVER DETAILS | |
|--------------------|--------------------------------------|
| | 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 | Basic Salary (Per Month) Ksh | Gross Earnings (Per Month) Ksh |
|----------------------------|--------------|---------------------------------|-----------------------------------|
| Permanent | 61 | 6,162,500.00 | 9,251,500.00 |
| Temporary/Casuals /Interns | 5 Per Month | 90,000.00 | 90,000.00 |
| TOTAL | | 6,252,500.00 | 9,341,500.00 |

9. DIRECTORS' & OFFICERS' LIABILITY

| COVER DETAILS | |
|----------------------|---|
| POLICY | Directors and Officers Liability Insurance |
| PERIOD | 01.07.2012 – 30.06.2015, 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 | <ol style="list-style-type: none"> 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 |

| COVER DETAILS | |
|----------------------|---|
| | 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 | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance |
| SCOPE OF COVER | <p>Indemnity against PPOA'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.</p> <p>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.</p> |
| INTEREST/SUM ASSURED | Estimated Annual Wage Roll – Kshs 76,000,000.00 |
| 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. Deletion of Exception K |
| | 4. Arbitration |
| ADDITIONAL REMARKS | |

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. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Technical Evaluation Response Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
7. **Tenderers Experience Requirement Form-** This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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| 6. Technical Evaluation Response Form | 36 |
| 7. Tenderers Experience Requirement Form | 37 |

4.1 FORM OF TENDER

Date _____
Tender No. PPOA/01/2012-2013

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

Sir/Madam:

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 **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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

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.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

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.

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.

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

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 _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tenderer: **PROVISION OF INSURANCE SERVICES**

Tender Number: **PPOA/01/2012-2013**

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.

| No. | Insurance Cover | Premium |
|-----|--|---------|
| 1. | Burglary (Stock) 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 Deposit | |
| 8. | Staff Group Life Assurance Cover under PPOA Pension Scheme with Work Injury Benefits Act (WIBA) last expense and critical illness. | |
| 9. | Directors and Officers Liability Insurance. | |
| 10. | Employers' liability insurance (common law) | |
| | TOTAL | |

Please also in a separate sheet give a list of premium rates per day per destination for the major destinations.

Signature and Rubber Stamp of tenderer _____

4.3 CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity 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) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity 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 the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

| |
|---|
| <p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No.</p> <p>Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p> |
|---|

| | <p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p> | | | | | | | | | | | | | | | | | | | | |
|---------|---|---------------------|-------------|---------------------|--------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|---------|-------|-------|-------|
| | <p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | |
| Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | |
| | <p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | Name | Nationality | Citizenship details | Shares | 1. | | | | 2. | | | | 3. | | | | 4. | | | |
| Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | |
| | <p>Date..... Signature of Candidate.....</p> | | | | | | | | | | | | | | | | | | | | |

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*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns 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 the Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity 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]

[Signature of the Guarantor]

[Witness]

[Seal]

4.6 TECHNICAL EVALUATION RESPONSE FORM

In this section the tenderer is expected to provide information to enable PPOA 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 **Mandatory items**, tenderers should indicate in the “**Bidders Remarks/Offer against Every Item**” “**Agreed**” or “**Yes**” as any other response will be treated as non-responsive leading to automatic disqualification.

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:-

1. Whether they are highly rated by a reputable rating agency like, AIBK or AKI within the last 18 months and a copy of the certificate issued by the rating agency submitted (*Will be awarded 10% of the final marks*)
2. 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*)
3. Must give a list of 5 (five) reputable clients excluding PPOA for whom they have handled insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person PPOA reserves the right to verify information provided. *Please use format in 4.7 below. (Will be awarded 2% of the final marks)*

The minimum technical score to proceed to financial evaluation is 80% and only tenderers who secure the minimum technical score will be financially evaluated. In addition, tenderers must score a minimum of 75% in all the classes of insurance to be financially evaluated.

4.6.1 BURGLARY INSURANCE

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|--------------------------------------|--|------------------|--|
| POLICY | Burglary (Stock) Insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| SCOPE OF COVER | Indemnity against loss, destruction, or damage to stock arising from entry and or exit from PPOA premises. | <i>Mandatory</i> | |
| INTEREST | On stock, material and equipment | <i>Mandatory</i> | |
| SUMS INSURED AND LIMITS OF LIABILITY | Total Stock Value in Ksh– | <i>Mandatory</i> | |
| | Computer and Equipment Kshs. 10,223,476.39 | | |
| | Computer Software Kshs. 12,577,840.73 | | |
| | Furniture and Fitting Kshs. 6,729,021.61 | | |
| | Grand Total Kshs. 29,530,338.74 | | |
| EXCESS | 10% maximum Kshs.50,000 | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. Average for full value | 4 | |
| | 2. All other contents – Kshs.1 million | 4 | |
| | 3. Including long term agreement – 2years | 4 | |
| | 4. Automatic reinstatement | 10 | |
| | 5. Books and Safe | 4 | |
| | 6. Designation of property | 4 | |
| | 7. Including collusion | 10 | |
| | 8. Including goods in open/out building | 4 | |
| | 9. Goods held in trust or on commission | 10 | |
| | 10. Hold up or threat of assault | 10 | |
| | 11. Internal removal elsewhere | 4 | |
| | 12. Other tenants | 8 | |
| | 13. Reinstatement of value | 10 | |
| | 14. Including riot, strike and civil commotion | 10 | |
| | 15. Temporary removal elsewhere | 4 | |
| | 16. Political risks | 10 | |
| CANCELLATION NOTICE | Sixty (60) Days | <i>Mandatory</i> | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 5 | |

4.6.2 FIDELITY GUARANTEE

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|--|------------------|--|
| POLICY | Fidelity Guarantee insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| 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. | <i>Mandatory</i> | |
| SUM INSURED | Any one claim Kshs.5,000,000 | <i>Mandatory</i> | |
| | Any one person Kshs.5,000,000 | <i>Mandatory</i> | |
| | Any one period Kshs.20, 000,000/= | <i>Mandatory</i> | |
| EXCESS | 10% each and every loss Maximum Kshs.25,000 | <i>Mandatory</i> | |
| CANCELLATION NOTICE | Sixty(60)Days | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. Automatic additions/deletions | 10 | |
| | 2. Automatic reinstatement of loss | 10 | |
| | 3. Collusion | 15 | |
| | 4. Discovery period – 12 months after termination of employment and or 18 months after the lapse of policy | 10 | |
| | 5. Claim preparation cost Kshs.200,000 | 10 | |
| | 6. Legal action against employee if required by insurers | 15 | |
| | 7. Jurisdiction – East Africa | 10 | |
| | 8. Loss of store, stocks and any pecuniary loss by employee. | 10 | |
| | 9. Goods held in trust | 10 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 5 | |

4.6.3 MONEY

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|--|------------------|--|
| POLICY | Money insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| 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. | <i>Mandatory</i> | |
| SUM INSURED | <ul style="list-style-type: none"> • Cash in hands of staff- Ksh 5,000,000 • Cash in transit Ksh 10,000,000 • Cash in premises during business hours Ksh 10,000,000 • Cash outside premises during business hours Ksh 5,000,000 • NHIF Stamps Ksh 30,000 • Damage to safe Ksh 1,000,000 • Estimated annual Carry Ksh 50,000,000 | <i>Mandatory</i> | |
| EXCESS | 10% Maximum Kshs.100,000 | <i>Mandatory</i> | |
| CANCELLATION NOTICE | Sixty(60)Days | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. Loss or damage to employees clothing and personal effects due to assault, Kshs.100,000 per employee | 25 | |
| | 2. Fire, explosion, earthquake and special perils, strike, riot and civil commotion | 25 | |
| | 3. Infidelity of employees-discovery period one (1) year after theft | 25 | |
| | 4. Escort warranty/transit Kshs.1 million | 25 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 2 | |

4.6.4 ALL RISKS INSURANCE (ELECTRONIC AND EQUIPMENT INSURANCE)

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|--|------------------|--|
| POLICY | All Risks Insurance (Computers and Electronic Equipment) | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| 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. | <i>Mandatory</i> | |
| SUM INSURED | Value in Ksh– | <i>Mandatory</i> | |
| | Computer and Equipment Kshs. 10,223,476.39 | | |
| | Computer Software Kshs. 12,577,840.73 | | |
| | Grand Total Kshs. 22,801,317.12 | | |
| EXCESS | Kshs.10,000 | <i>Mandatory</i> | |
| CANCELLATION NOTICE | Sixty(60)Days | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. Automatic additions/deletions | 6 | |
| | 2. Automatic reinstatement of loss | 8 | |
| | 3. Reinstatement value-3years | 10 | |
| | 4. Agreed value basis | 6 | |
| | 5. Riot, strike, civil commotion | 6 | |
| | 6. Theft | 6 | |
| | 7. Transit risks | 4 | |
| | 8. Mechanical and electrical breakdown subject to satisfactory Maintenance agreement with manufacturers and or agents. | 6 | |
| | 9. Fire and lightning | 6 | |
| | 10. Landslide | 6 | |
| | 11. Mobile and portable equipment | 6 | |
| | 12. Airfreight | 6 | |
| | 13. Overtime, night work, express freight | 6 | |
| | 14. Full replacement value(fire and perils) | 6 | |
| | 15. Data recovery | 12 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 10 | |

4.6.5 FIRE, EARTHQUAKE AND SPECIAL PERILS

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|---------------------|--|------------------|--|
| POLICY | Fire, Earthquake and special perils insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| 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 PPOA structures of whatever nature. To include cover as a result of power surge & short circuit. | <i>Mandatory</i> | |
| SUM INSURED | Total Stock Value in Ksh– | <i>Mandatory</i> | |
| | Computer and Equipment Kshs. 10,223,476.39 | | |
| | Computer Software Kshs. 12,577,840.73 | | |
| | Furniture and Fitting Kshs. 6,729,021.61 | | |
| | Office Partitions Kshs. 33,410,647.60 | | |
| | Grand Total Kshs. 62,940,986.34 | | |
| EXCESS | NIL | <i>Mandatory</i> | |
| CANCELLATION NOTICE | Sixty(60)Days | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. 72 hours | 2 | |
| | 2. Accidental error or omission | 2 | |
| | 3. Adjoining building | 2 | |
| | 4. All other contents – Kshs. 1,000,000/= | 2 | |
| | 5. Alterations | 2 | |
| | 6. Appraisalment | 2 | |
| | 7. Architects, quantity surveyors and consulting engineers | 2 | |
| | 8. Automatic increase | 2 | |
| | 9. Automatic reinstatement of loss | 2 | |
| | 10. Breach of conditions | 2 | |
| | 11. Bush fire | 2 | |
| | 12. Capital addition – 15% | 2 | |
| | 13. Computer system records | 2 | |
| | 14. Contract works – Kshs. 10,000,000/= | 2 | |
| | 15. Cost of re-erection | 2 | |
| | 16. Cross liability | 2 | |

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|---|-----------|--|
| | 17. Debris removal costs | 2 | |
| | 18. Designation of property | 2 | |
| | 19. Expediting expenses | 2 | |
| | 20. Fines and damages | 2 | |
| | 21. Fire brigade charges | 2 | |
| | 22. General interest | 2 | |
| | 23. Goods in trust and or on commission or fees | 2 | |
| | 24. Hazardous goods | 10 | |
| | 25. Import duty clause | 2 | |
| | 26. Landlords fixtures and fittings | 2 | |
| | 27. Mis-description | 2 | |
| | 28. Municipal plans and scrutiny fees | 2 | |
| | 29. Parking of vehicles | 2 | |
| | 30. Property of employees and visitors – Kshs. 100,000/= per event. | 10 | |
| | 31. Reinstatement memorandum | 2 | |
| | 32. Reinstatement value up to 24 months | 2 | |
| | 33. Riot, strike and civil commotion | 2 | |
| | 34. Spontaneous combustion | 2 | |
| | 35. Subrogation waiver | 2 | |
| | 36. Suppliers extension | 2 | |
| | 37. Temporary removal | 2 | |
| | 38. Political and Terrorism risks | 10 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 10 | |

4.6.6 PUBLIC LIABILITY

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------|--|------------------|--|
| POLICY | Public liability Insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| SCOPE OF COVER | Indemnity against PPOA's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out PPOA'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. | <i>Mandatory</i> | |
| LIMITS OF | Any one occurrence Kshs.10,000,000/= | <i>Mandatory</i> | |

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|-------------------------------------|--|------------------|--|
| LIABILITY | Any one period of insurance Kshs.50,000,000/= | Mandatory | |
| EXCESS | Nil | Mandatory | |
| CANCELLATION NOTICE | Sixty (60) Days | Mandatory | |
| EXTENSIVE CLAUSES | A. Car park | 5 | |
| | B. Customers' equipment | 10 | |
| | C. Employees/guests effects | 10 | |
| | D. Flood, fumes and pollution | 10 | |
| | E. Food and drinks | 10 | |
| | F. Goods held in trust | 10 | |
| | G. Lease premises | 10 | |
| | H. Lifts and hoists | 10 | |
| | I. Loading and unloading | 5 | |
| | J. Subrogation waiver | 5 | |
| | K. Late claims notification | 5 | |
| L. Plant and machinery hired in/out | 5 | | |
| M. Claims made basis | 5 | | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 3 | |

4.6.7 TRAVEL INSURANCE

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------|--|------------------|--|
| POLICY | Travel insurance | Mandatory | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | Mandatory | |
| 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 | Mandatory | |
| | • Emergence repatriation | Mandatory | |
| | • Extra accommodation expenses | Mandatory | |
| | • Emergency cash | Mandatory | |
| | • Legal advice and expenses | Mandatory | |
| | • Missed departures on outward journeys | Mandatory | |
| | • Personal accident/liability | Mandatory | |
| | • Delayed travel and luggage | Mandatory | |

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|---|------------------|--|
| | • Cancellation/curtailed trip | <i>Mandatory</i> | |
| | • Loss of luggage, and/or money | <i>Mandatory</i> | |
| | • Passport replacement | <i>Mandatory</i> | |
| | • Personal injury and hijack while abroad | <i>Mandatory</i> | |
| 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 | <i>Mandatory</i> | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | | |
| PERCENTAGE OF FINAL MARKS | | 3 | |

Coverage Limits

| No. | Benefit Category | Benefit | Limits | Excess |
|-----|--|--|-----------|--------------------------|
| 1. | Alternative Employee, Resumption of Assignment | Alternative Employee, Resumption of Assignment | \$2,500 | Nil |
| 2. | Emergency Assistance | Legal Assistance Abroad | \$2,500 | Nil |
| | | Premature Return | \$1,500 | Nil |
| 3. | Hijack, Kidnap and Wrongful Detention | Hijack | \$1,500 | 4 hours |
| | | Kidnap, Wrongful Detention | \$60,000 | 4 hours |
| 4. | Loss of Deposit, Trip Cancellation or Curtailment | Cancellation or Curtailment | \$2,500 | \$100 |
| | | Loss of Deposit | \$1,500 | \$100 |
| 5. | Luggage, Trade Samples, Personal Effects and Money | Loss or Theft | \$4,500 | \$100 |
| | | Travel Delay | \$400 | 4 hours |
| 6. | Medical Expenses | Accompanying Family Member | \$1,500 | Nil |
| | | Coffin Expense | \$1,500 | Nil |
| | | Follow up Treatment in Kenya | \$1,500 | Nil |
| | | Medical Evacuation Expenses | \$25,000 | Nil |
| | | Medical Expenses | \$150,000 | \$100 Outpatient only |
| 7. | Personal Accident | Death, Disability or Injury | \$55,000 | Nil |
| | | Education Fund Supplement per Child | \$500 | Nil |
| | | Spousal Accidental Death | \$2,000 | Nil |
| 8. | Personal Liability (Per Event) | Bodily Injury | \$250,000 | \$1,500 |
| | | Material Damage | \$300,000 | \$2,000 |

4.6.8 STAFF GROUP LIFE ASSURANCE SCHEME WITH WORK INJURY BENEFITS ACT (WIBA) LAST EXPENSE AND CRITICAL ILLNESS

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|---|---|------------------|--|
| POLICY | Staff Group Life Assurance Cover under PPOA Pension Scheme with work injury benefits act (WIBA) last expense and critical illness. | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| SCOPE OF COVER | Provides compensation to employees and or their dependants in the event of death from whatever cause and or accidental injury or occupational illness. Coverage to be on 24 hour basis. See below for employees details | <i>Mandatory</i> | |
| | In order to speed up the claims process and optimize claims processing costs with regard to processing time and providers' fees, PPOA proposes that claimants with initial disability awards of 5% or less to be issued with discharge vouchers without recourse to medical re-examination See below for employees details | <i>Mandatory</i> | |
| A INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL) | Benefits • Death in service benefit – 3 years basic salary as follows Two (2) years basic Salary as a lump sum benefits on death plus additional one (1) year basic Salary and group disability cover. | <i>Mandatory</i> | |
| | • Permanent Total Disability- Maximum 8 years' gross earnings | <i>Mandatory</i> | |
| | • Occupational Illness Maximum 8 years' gross earnings | <i>Mandatory</i> | |
| | • Temporarily Total Disability Maximum 1 years' gross earnings | <i>Mandatory</i> | |
| | • Accidental medical expenses Up to a maximum of Ksh 100,000 | <i>Mandatory</i> | |
| | • Last expense cover Ksh 250,000 | <i>Mandatory</i> | |
| • Free Cover Limit of Minimum Kshs.10,000,000 | <i>Mandatory</i> | | |

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|---|------------------|--|
| | <ul style="list-style-type: none"> Critical illness rider 30% death in service benefit Proposed Waiting Period (Critical Illness): Maximum 3 months No exclusion on HIV & AIDS | Mandatory | |
| EXCESS | NIL | Mandatory | |
| CANCELLATION NOTICE | Sixty (60) Days | Mandatory | |
| EXTENSIVE CLAUSES | 1. Accumulation limit – Kshs. 150,000,000/= | 2 | |
| | 2. Age limit: 18-70 years | 2 | |
| | 3. Disappearance | 5 | |
| | 4. Worldwide cover | 10 | |
| | 5. Exposure | 2 | |
| | 6. Hijack | 2 | |
| | 7. Payment on account | 2 | |
| | 8. Declaration | 2 | |
| | 9. Automatic additions/deletions | 10 | |
| | 10. Riot, strike and civil commotion | 10 | |
| | 11. Trustees | 2 | |
| | 12. 24 hour cover duty or pleasure | 10 | |
| | 13. Including aviation risks | 2 | |
| | 14. Evacuation within East Africa | 2 | |
| | 15. Political risks | 2 | |
| | 16. Suicide | 35 | |
| ADDITIONAL REMARKS | Recommended Underwriter | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 25 | |

STAFF DETAILS

| Staff category | No. Of staff | Basic Salary (Per Month) Ksh | Gross Earnings (Per Month) Ksh |
|----------------------------|--------------|---------------------------------|-----------------------------------|
| Permanent | 61 | 6,162,500.00 | 9,251,500.00 |
| Temporary/Casuals /Interns | 5 Per Month | 90,000.00 | 90,000.00 |
| TOTAL | | 6,252,500.00 | 9,341,500.00 |

4.6.9 DIRECTORS' & OFFICERS' LIABILITY

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|---|------------------|--|
| POLICY | Directors and Officers Liability Insurance | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| 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. | <i>Mandatory</i> | |
| INTEREST/SUM ASSURED | Kshs.25,000,000/= per director/officer/Board Number of Directors and Managers: 35 | <i>Mandatory</i> | |
| EXCESS | 10% of claim amount, Max Kshs,1,000,0000 | <i>Mandatory</i> | |
| CANCELLATION NOTICE | Sixty(60)Days | <i>Mandatory</i> | |
| EXTENSIVE CLAUSES | 1. Advancement of defense and claim costs | 10 | |
| | 2. Past, present and future directors | 10 | |
| | 3. Loss of documents | 10 | |
| | 4. Spousal interest | 10 | |
| | 5. Discovery period – 12 months | 10 | |
| | 6. Employment practices liability | 10 | |
| | 7. Discrimination – race, creed, sex, age or sexual preference | 10 | |
| | 8. Libel and slander | 10 | |
| | 9. Liquidator/receiver actions(direct or derivative) | 10 | |
| | 10. Claims by former directors, officers or employees | 10 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 15 | |

4.6.10 EMPLOYERS' LIABILITY INSURANCE (COMMON LAW)

| COVER DETAILS | | Marks | BIDDERS REMARKS/OFFER AGAINST EVERY ITEM |
|----------------------------------|--|------------------|--|
| POLICY | Employers' liability insurance (common law) | <i>Mandatory</i> | |
| PERIOD | 01.07.2012 – 30.06.2015, Renewable annually subject to Satisfactory Performance | <i>Mandatory</i> | |
| SCOPE OF COVER | <p>Indemnity against PPOA'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.</p> <p>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.</p> | <i>Mandatory</i> | |
| INTEREST/SUM ASSURED | Estimated Annual Wage Roll – Kshs 76,000,000.00 | <i>Mandatory</i> | |
| EXCESS | Nil | | |
| CANCELLATION NOTICE | Sixty(60)Days | | |
| EXTENSIVE CLAUSES | 1. Riot, strike and civil commotion | 25 | |
| | 2. Travel to and from work, social, sporting activities including use of motor vehicles | 35 | |
| | 3. Deletion of Exception K | 20 | |
| | 4. Arbitration | 20 | |
| ADDITIONAL REMARKS | | | |
| TOTAL | | 100 | |
| PERCENTAGE OF FINAL MARKS | | 5 | |

Summary marks

| No. | Insurance Cover | | Marks |
|--------------|--|---|------------|
| 1. | Burglary (Stock) Insurance | | 5 |
| 2. | Fidelity Guarantee Insurance | | 5 |
| 3. | Money insurance | | 2 |
| 4. | All Risks Insurance (Computers and Electronic Equipment) Insurance | | 10 |
| 5. | Fire, Earthquake and special perils insurance | | 10 |
| 6. | Public liability Insurance | | 3 |
| 7. | Travel insurance | | 3 |
| 8. | Staff Group Life Assurance Cover under PPOA Pension Scheme with Work Injury Benefits Act (WIBA) last expense and critical illness. | | 25 |
| 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 PPOA for whom they have handled insurance business. | 2 |
| TOTAL | | | 100 |

4.7 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding PPOA for whom they have handled insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person PPOA reserves the right to verify information provided. The reference letters must be in the organisations letterheads.

| No. | Contact Information | Details |
|-----|------------------------|---------|
| 1 | Name of company | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Premium (Kshs.) | |
| 2 | Name of company | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Premium (Kshs.) | |
| 3 | Name of company | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Premium (Kshs.) | |
| 4 | Name of company | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| 5 | Name of company | |
| | Name of contact person | |
| | Designation | |
| | Telephone number | |
| | e-mail address | |
| | Premium (Kshs.) | |