



**PROVISION OF GENERAL INSURANCE SERVICES FOR AUTHORITY'S CRITICAL
INFRASTRUCTURE FACILITIES, SMART CITY SYSTEMS AND MOTOR INSURANCE**



TENDER NO. TDA/KT/INS/051/2026-2027

JUNE 2026

INVITATION TO TENDER

19th June 2026

TENDER NO. TDA/KT/INS/051/2026-2027- PROVISION OF GENERAL INSURANCE SERVICES FOR AUTHORITY'S CRITICAL INFRASTRUCTURE FACILITIES, SMART CITY SYSTEMS AND MOTOR INSURANCE

1. The Konza Technopolis Development Authority (KOTDA) also referred to as The Procuring Entity invites sealed tenders from interested and eligible Underwriters for the Provision of General Insurance Services for Authority's Critical Infrastructure Facilities, Smart City Systems and Motor Insurance.
2. Tendering will be conducted under open competitive tendering method using a standard tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualified and interested tenderers may **view and download the document from the Technopolis Development Authority's website: www.konza.go.ke or PPIP portal** for free.
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 180 days.
5. Completed with all pages chronologically serialized one original tender document and their respective soft copies are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Konza Technopolis Development Authority's Offices, **7th floor, Konza Complex, Konza Technopolis** addressed to:

**The Chief Executive Officer
Konza Technopolis Development Authority
P. O. Box 1- 90150,
Konza Technopolis Development Authority.**

To be received on or before **29th June 2026 by 1400hrs**

6. Tenders must be accompanied by Tender Security of **KES. 2,000,000** in form of a guarantee from a reputable bank or an insurance company licensed by the Insurance regulatory Authority payable to the Chief Executive Officer, Konza Technopolis Development Authority (Self-insured tender securities are not allowed).
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Late tenders will be rejected
9. Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend the opening at the 7th floor Board Room, Konza Complex Building.

**THE CHIEF EXECUTIVE OFFICER,
KONZA TECHNOLIS DEVELOPMENT AUTHORITY**

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

2.1 Throughout this tendering document:

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

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

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. Finally, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

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

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

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)

viii) Appendix to the Contract–Insurance Policy

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

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

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

8. Clarification of Tendering Document

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing

at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

9. Amendment of Tendering Document

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

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

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

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS.**

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

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

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

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

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

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

15.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or

Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16. Currencies of Tender and Payment

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

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish

as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

- 17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality if it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17.3 Tenderers shall be asked to provide, as part of the data for qualifications, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness

of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
- 18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

- 19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

- 20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially

responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a performance security in accordance with ITT 46.

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

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

21. Format and Signing of Tender

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

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

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

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

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

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

- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and

- b) in an envelope marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
 - i) in an envelope marked “ORIGINAL-ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

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

22.3 The outer envelopes shall:

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

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

23 Deadline for Submission of Tenders

- 23.1 Tenders must be received by the Procuring Entity at the address no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

- 25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
 - a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do

not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

26. Tender Opening

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

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

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

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

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

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

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

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

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;

- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

27. Confidentiality

- 27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

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

29 Deviations, Reservations, and Omissions

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

30. Determination of Responsiveness

- 30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

31. Non-conformities, Errors and Omissions

- 31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions
- 31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32. Arithmetical Errors

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
 - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

- 33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each insurance service offered.
- 33.2 For evaluation and comparison purposes, the currency (I e s) of the Tender shall be converted in a single

currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34 Margin of Preference and Reservations

- 34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.
- 34.2 A margin of preference shall not be allowed unless it is specified so in the TDS.
- 34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservation exclusive to specific groups as provided in ITT 33.4.
- 34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35 Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
 - a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
 - a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
 - b) Price adjustment due to discounts offered in accordance with ITT 15.4;
 - c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
 - d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
- 35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36 Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally

high tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.
- 37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

- 38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

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

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

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

F. Award of Contract

40. Award Criteria

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

41. Notice of Intention to enter into a Contract

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

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

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

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

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

44. Negotiations

- 44.1 The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.
- 44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

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

46. Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaints and Administrative Review

- 49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.
- 49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	Description
	A. GENERAL
ITT1.1	The Tender reference number (ITT) is TDA/KT/INS/051/2026-2027 The Procuring Entity is: Technopolis Development Authority (Formerly Konza Technopolis Development Authority) The name of ITT. Provision of Provision of General Insurance Services for Authority's Critical Infrastructure Facilities and Motor Insurance.
ITT2.2 a	Electronic Procurement System- NOT APPLICABLE
ITT2.3	The intended date commencing providing the insurance services is 1st September 2026 . The insurance duration will be Three (3) years annually renewable subject to performance review and satisfactory performance
ITT 4	Eligibility-Underwriter's Only.
ITT 4.1	Maximum Number of Joint Venture shall be: NOT APPLICABLE
	B. CONTENT OF TENDERING DOCUMENT
ITT7.1	(i)The tender will submit any request for clarification in writing at the Address. The Chief Executive Officer, Konza Technopolis Development Authority, P.O Box 1-90150, Konza Technopolis. to reach the procuring entity not later than 22 nd June 2026 at 1000Hrs (ii)The procuring entity shall publish its response at the website www.konza.go.ke
ITT7.2	(A) A pre-arranged pretender site visit N/A
ITT 7.3	The Tenderer will submit any questions in writing, to reach the procuring Entity not later than 22 nd June 2026 at 1000Hrs
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <u>www.konza.go.ke</u>
ITT 15.5	The prices quoted by the Tenderers shall not be subject to adjustment during the performance of the contract.
ITT 16.1	The currency of the Tender and the currency of the payment shall be Kenya Shillings .
ITT 18.3	Pre-Qualification has not been undertaken.
ITT 19.1	The Tender validity period shall be One Hundred eighty Days (180) days beyond the tender opening date.
ITT 20.1	Tender Security shall be required; the amount and currency of the tender security shall be Kenya Shillings Two Million (KES. 2,000,000) in form of insurance company registered and licensed by the Insurance Regulatory Authority or a bank guarantee or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. A tender Securing Declaration Form SHALL NOT BE REQUIRED
ITT 20.7 (b) (ii)	If the Tenderer performs any of the actions prescribed in ITT 20.9, the procuring entity will declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of Five (5) years. If the tenderer performs any of the actions prescribed in ITT 20.7 (a) or (b), the Procuring Entity

	shall report the tender to PPRB for debarment
ITT 21.1	In addition to the original of the tender, the number of copies is 1 SOFT COPY IN A FLASH DRIVE
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Written Power of Attorney in the format provided
	C. SUBMISSION AND OPENING OF TENDERS
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address is: The Chief Executive Officer Konza Technopolis Development Authority P. O. Box 1- 90150, Konza Technopolis Development Authority. Email: ceo@konza.go.ke or procurement@konza.go.ke Bulky tenders to be delivered and registered at the Supply Chain Management office, 7th Floor, Konza Complex, Email: procurement@konza.go.ke
ITT 23.1	The deadline for Tender submission 29TH JUNE 2026 AT 1400HRS Tenderers shall not have the option of submitting their Tenders electronically.
ITT 26.1	The tender opening shall take place immediately after closure in the presence of the candidates/representatives who choose to attend in the, The Tender opening shall take place at: The Chief Executive Officer Technopolis Development Authority P.O. Box 1 - 90150, KONZA TECHNOPOLIS, KENYA. E-Mail; procurement@konza.go.ke and ceo@konza.go.ke Tel; +254-20-4343013/4 Not later than 29th June 2026 at 1400hrs
ITT 26.1	The electronic Tender opening procedures shall be. NOT APPLICABLE
ITT 26.6	The form of Tender and Priced Schedule of requirement shall be initialed by Bidders representatives as indicated in the written power of attorney.
	D. EVALUATION AND COMPARISON OF TENDERS
ITT 33.2	The currency shall be Kenya Shillings (<i>usually the Central Bank of Kenya is the source</i>).
ITT 34.2	Margin of preference shall Not be allowed.
	E. AWARD OF CONTRACT
ITT 43.1	The negotiations will be held at: The Chief Executive Officer Konza Technopolis Development Authority P.O. Box 1 - 90150, KONZA TECHNOPOLIS, KENYA. E-Mail; procurement@konza.go.ke and ceo@konza.go.ke Tel; +254-20-4343013/4
ITT 43.1	The negotiations will be held at the 7 th Floor of Konza Complex

ITT 49.1

The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:

The Chief Executive Officer

Konza Technopolis Development Authority

P.O. Box 1 - 90150,

KONZA TECHNOPOLIS, KENYA.

E-Mail; procurement@konza.go.ke and ceo@konza.go.ke Tel; +254-20-4343013/4

Email. ceo@konza.go.ke

In summary, a Procurement-related Complaint may challenge any of the following:

- (i) the terms of the Tender Documents; and
- (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

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

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

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "*Part2-Procuring Entity's Insurance Requirements*", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

Stage 1: Mandatory Evaluation

MANDATORY REQUIREMENTS

No	MANDATORY REQUIREMENTS FOR THE UNDERWRITER
MR 1	A copy of the Certificate of Incorporation issued by the Registrar of Companies.
MR 2	Copy of Operating License and Certificate of compliance by the Insurance Regulatory Authority (IRA)
MR 3	Registration as a Member of the Association of Kenya Insurers. Must be stamped, signed and certified copy by AKI for the year 2026.
MR 4	Valid Tax Compliance Certificate and KRA Pin Certificate
MR 5	Attach a Valid copy of a business permit issued by a local government authority 2026.
MR 6	Copy of a valid CR 12 issued within 3 months of tender closure (where applicable)/ (Not Applicable to sole Proprietors, but attach copy of ID.)
MR 7	Tender validity duration 180 days beyond the date of tender closure. (Detailed letter from the bidder on company letterhead accepting to adhere to tender validity of not less than 180 days)
MR 8	Duly filled, signed and stamped Tenderer's Eligibility - Confidential Business Questionnaire
MR 9	Duly filled, signed and stamped Form of Tender
MR 10	Duly filled, signed, and stamped Price Schedule
MR 11	Bid MUST be submitted in the format required by the procuring entity– The tender bid document to be TAPE/BOOKBOUND and Sequential numbering, Initialed on each page (Spiral Binding and use of Spring or box files will not be accepted and will lead to automatic disqualification) The Tender MUST be submitted in the required format and sequentially serialized on each page of the bid submitted.
MR 13	The tender has been duly signed by the person lawfully authorized to do so in a tender specific Power of Attorney. Power of Attorney should be signed and stamped by a Commissioner for Oaths. (A power of Attorney SHALL NOT be required where the bidder is a sole-proprietor or the only shareholder of a company.)
MR 14	Duly filled, signed, and stamped Self Declaration Form that the tenderer is not debarred in the matter of Public Procurement and Asset Disposal Act (2015).
MR 15	Duly filled, signed, and stamped Self Declaration Form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 16	Duly filled, signed and stamped Certificate of Independent Tender Determination
MR 17	Current Fire and Engineering Reinsurance Cover/Treaty slips, for the period 2026 signed, dated and stamped by both the Lead and Co-Reinsurers as approved by Insurance Regulatory Authority. The approved reinsurance panel/list shall be used as the basis for placement following award. This should be accompanied by a letter of comfort from the Lead re-insurer confirming they support the quoted premiums and terms.
MR 18	Duly filled, signed, and stamped Declaration and Commitment to the Code of Ethics
MR 19	A current valid copy of a Data Controller or Data Processor registration from the Office of Data Protection Commissioner
MR 20	Must be ISO certified
MR 21	Must have underwritten minimum of KES. 5 billion GWP in the previous year 2025 excluding life business as supported by IRA industry report. Attach IRA report excerpt.
MR 22	Evidence of Capital Adequacy of 150% and above in the previous year 2025
MR 23	Must have minimum financial strength rating of BB and above from a reputable global firm. Attach evidence
MR 24	A Tender Security shall be required. <i>Tender Security shall be in the amount of KES 2,000,000.00 or equivalent in a freely convertible currency or equivalent in a freely convertible currency valid for 30 days beyond the tender validity period.</i>
MR 25	Must have paid claims of KES. 1.5 billion and above in the year 2025. Attach IRA report excerpt
MR 26	Must have recorded operating profit in general insurance in the year 2025. Attach IRA report excerpt
MR 27	Submit copies of Signed and Stamped audited accounts for years 2024 and 2025 with the valid practicing license of the Auditor.
MR 28	Written undertaking to comply with the TOR, reporting requirements, service level requirements, and Key Performance Indicators (KPIs) specified in this tender document.
MR 29	Evidence of capacity to provide Cyber Insurance and Political Violence and Terrorism Insurance either directly or through approved reinsurance arrangements.

*The criteria for evaluation under Mandatory Requirements shall be PASS/FAIL. Bidder must PASS all the requirements to be considered for the next stage of financial evaluation.
ALL the above documents must be certified by a commissioner of Oaths.*

TECHNICAL EVALUATION-UNDERWITERS ONLY

The Technical Evaluation has been subdivided into two distinct sections as per the table below:

No	TECHNICAL EVALUATION CRITERIA- GENERAL INSURANCE	✓ SCALE	MAXIMUM MARKS
1	Years of experience of the firm	<ul style="list-style-type: none"> ✓ Below 10 years – (3 marks) ✓ Between 10 – 20 years (5 marks) ✓ Over 20 years' experience - (10 marks) 	10
	Experience in insuring critical infrastructure, utilities, energy, ICT, Data Centres, Smart City Systems or similar strategic assets	<ul style="list-style-type: none"> ✓ Below 10 years – (3 marks) ✓ Between 10 – 20 years (5 marks) ✓ Over 20 years' experience - (10 marks) 	10
2	Proof of paid-up Share Capital, attach current CR 12, certified by a Commissioner of Oaths	<ul style="list-style-type: none"> ✓ Kshs. 600 Million and above (5 Marks) ✓ Below KShs 600 Million (0 Marks) 	5
3	Underwriter Gross annual premiums for year 2025 excluding Medical Insurance as per IRA report 2025	<ul style="list-style-type: none"> ✓ Above Kshs 4 Billion (10 marks) ✓ Between KShs 2 Billion – 4 Billion (4 marks) ✓ Below Kshs 2 Billion (2 marks) 	10
3	Reinsurance Arrangements	<ul style="list-style-type: none"> ✓ Adequacy of treaty reinsurance arrangements ✓ Availability of facultative reinsurance support for large risks ✓ Quality and credit ratings of reinsurers 	10
4	Training & Risk Management and Risk Survey	<ul style="list-style-type: none"> ✓ Proposed training of KoTDA staff in insurance-related matters ✓ Risk Survey: Must be done before tender closing date and attach survey reports and recommendations as evidence in the tender documentation. ✓ Write up on proposed assets valuation. 	10
5	Financial Strength And Underwriting Capacity Underwriting experience in handling large General Insurance Corporate Business Excluding Life & Medical Business. At least three (3) reference letters from clients in 2024-2025 served over the last two calendar years	<ul style="list-style-type: none"> ✓ Attach at least three (3) clients with premiums of over Kes. 150 million cumulatively. (10 marks) ✓ Attach at least three (3) clients with premiums of between Kshs 100 million (5 marks) ✓ Attach at least three (3) clients with premiums of below Kshs 50 million cumulatively (3 marks) 	10
	Technical Approach and Understanding of The Assignment	<ul style="list-style-type: none"> ✓ The bidder shall submit a brief technical proposal demonstrating understanding of: ✓ Utility infrastructure risks; <ul style="list-style-type: none"> • Smart city infrastructure risks; • Cyber and digital infrastructure risks; • Business interruption risks; • Public liability and environmental risks; • Claims administration approach. • Additional proposals 	15
		Excellent -15 Good – 10 Fair – 4 Poor - 0	

	Risk Engineering And Advisory Services	<ul style="list-style-type: none"> ✓ Infrastructure risk survey capability ✓ Cyber risk assessment capability ✓ Loss prevention and risk advisory services 	
	Claims Management Capability	<ul style="list-style-type: none"> ✓ Claims management structure and dedicated claims team ✓ Claims settlement history and performance ✓ Claims reporting and tracking systems 	10
	Key Personnel	<ul style="list-style-type: none"> ✓ Account Manager ✓ Claims Manager ✓ Risk/Technical Officer <p>All key personnel must have relevant qualifications- Detailed CVs are required.</p>	10
		✓ TOTAL	100 MARKS

NB: Bidder must score a minimum of 75/100 points to be considered as Responsive, and to proceed to the next phase of Financial Evaluation.

THE AWARD SHALL BE THE LOWEST EVALUATED BIDDER.

3. Multiple Contracts-NOT APPLICABLE

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

4. Alternative Tenders (ITT14.1)-NOT APPLICABLE

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

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

Stage 3. Financial Evaluation FINANCIAL

EVALUATION STAGE

To qualify for financial evaluation the bidder MUST score a Minimum of 75 Marks in the technical evaluation stage. The technically responsive bidder shall be considered for award. Those bidders who pass technical evaluation stage and meet all the requirements of the specification as provided by KoTDA will proceed to financial evaluation. Financial Comparison of the Bidders shall be undertaken by ranking the bids for the purpose of identifying the lowest evaluated bidder (Lowest financial proposal) to be recommended for award for the duration of three years renewable every year subject to satisfactory performance and same terms.

Premium quoted: The Underwriter shall be required to ensure that the premium rate for each cover must be signed by the person duly authorized to sign tenders and power of attorney to be submitted as part of the tender response.

The underwriter that will submit the overall lowest premium will be considered for award.

NB: The premiums rates quoted will be subject to proportionate changes taking into cognizance of the addition and reduction of the number of items, sum insured/assured from time to time.

Post qualification N/A

Pursuant to section 83 of the PPADA, 2015, KOTDA May conduct post qualification to determine to its satisfaction the authenticity of the information provided in the tender document.

Award Criteria

KOTDA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive having attained the minimum required score of 75% and has been determined to be the tenderer with the lowest financial proposal., provided that the tenderer is determined to be technically qualified to perform the contract satisfactory.

Negotiation

The Procuring Entity may conduct negotiations with the invited firm as part of the evaluation. Note:

- Due Diligence for all documents provided by Underwriters shall be carried out before financial evaluation.
- As provided under IRA, premiums shall be paid directly to the underwriter.
- The licensed insurance services provider must provide bids approved by the underwriter.

MARGIN OF PREFERENCE-NOT APPLICABLE

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

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be

loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

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

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

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

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

6. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically-NOT APPLICABLE.

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings _____.
 - ii) Minimum average annual construction turnover of Kenya Shillings _____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ [insert of year] years.]
 - iii) At least _____ (insert number) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings equivalent.
 - iv) Other conditions depending on their seriousness.

a) History of non-performing contracts:

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

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial

Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Three (3)** years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV- TENDERING FORMS

1. Form of Tender

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*

iii) *Tenderer must complete and sign*

a) *CERTIFICATE OF INDEPENDENT TENDER DETERMINATION*

b) *SELF-DECLARATION OF THE TENDERER*

c) *TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE*

all attached to this Form of Tender.

iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*

a) *Tenderer's Eligibility-Confidential Business Questionnaire*

b) *Certificate of Independent Tender Determination*

c) *Self-Declaration of the Tenderer*

Date of this Tender submission[insert date (as day, month and year) of Tender submission] **ITT No:**.....insert number of ITT process]

To:

**The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150, KONZA
TECHNOPOLIS, KENYA.**

**E-Mail; procurement@konza.go.ke and ceo@konza.go.ke Tel;
+254 20-4343013/4**

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

SCHEDULE OF TENDERED SERVICES/ITEMS

No	Insurance Policy	Values	Basic Premiums	Taxes	Total Premium
1	Industrial All Risks (IAR)				
2	Machinery Breakdown Insurance				
3	Electronic Equipment Insurance (EEI)				
4	Cyber Insurance				
5	Business Interruption Insurance				
6	Environmental Liability Insurance				
7	Public Liability Insurance				
8	Political Violence & Terrorism Cover				
9	Burglary Insurance				
10	Loss of Rent Insurance				
11	WIBA & Employers Liability				
12	Directors & Officers Liability				
13	Marine Cargo Insurance				
14	Professional Indemnity Insurance				
15	Fidelity Guarantee Insurance				
16	Motor Vehicle Insurance (Private, commercial and Motorcycles)				
	TOTAL-TO BE CARRIED TO THE FORM OF TENDER				

Total Price/Amount in Word _____

- e) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [*Specify in detail each discount offered.*]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;

- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount

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

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

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

Name of the Tenderer:

..... *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:

** [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:

..... [insert complete title of the person signing the Tender]

Signature of the person named above:

..... [insert signature of person whose name and capacity are shown above]

Date signed:

..... [insert date of signing]..... day of..... [insert month],..... [insert year].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instructions to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

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

	Name of Partners	Nationality	Citizenship	% Shares owned

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

- i) Private or public Company.....
- ii) State the nominal and issued capital of the Company.....
 Nominal Kenya Shillings (Equivalent).....
 Issued Kenya Shillings (Equivalent).....
- iii) Give details of Directors as follows.

	Name of Partners	Nationality	Citizenship	% Shares owned

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

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

yes, provide details as follows.

	Name of Person	Designation in the Procuring Entity	Interest/ Relationship with the Tenderer

f) **Conflict of interest disclosure**

	Type of the conflict	Disclosure YES OR NO	If YES provide details of the relationship
1	Tenderer is directly or indirectly controls is controlled by or under common control with another tenderer.		

2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representatives as another tenderer.		

4	Tenderer has the relationship with another tenderer, directly or through common third parties, that put it in a position to influence the decision of procuring entity regarding this tendering process		
5	Any of the tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the work that are the subject of the tender.		
6	Tenderer would be providing specifications services or consulting services during implementation of the contract specified this Tender Document.		
7	Tenderer has a close business or family relationship with professional staff of the procuring entity who are directly or indirectly involved in the preparation of the Tender document or specification of the contract, and /or the tender evaluation process of such contract.		
8	Tenderer has a close business relationship with a professional staff of the procuring entity who would be involved in implementation or supervision of such contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in manner acceptable to the procuring entity throughout the tendering process and execution of the contract.		

g) Certification

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

Full Name..... Title or

Designation.....

.....
(Signature)

.....
(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the

..... [Name of Procuring Entity]for..... [

Name and number of tender]..... in response to the request for tenders made by:.....[Name of Tenderer] do

hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title _____
Date _____

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

SELF-DECLARATION FORMS FORM

SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

..

Position.....

.

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

.....

Name of the Firm/Company.....

Date.....

...

(Company Seal/ Rubber Stamp where applicable)

Witness Name

Sign.....

Date.....

APPENDIX 1-FRAUD AND CORRUPTION

1. Purpose

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

2. Requirements

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

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

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

vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority

appointed by Government of Kenya to inspect²all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

SIGN.....

DATE.....

PRICE SCHEDULE FORM

PRICE SCHEDULE OF SERVICES

Name of Tenderer:..... Tender

Number:

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

No	Insurance Policy	Basic Premiums	Taxes	Total Premium
1	Industrial All Risks (IAR)			
2	Machinery Breakdown Insurance			
3	Electronic Equipment Insurance (EEI)			
4	Cyber Insurance			
5	Business Interruption Insurance			
6	Environmental Liability Insurance			
7	Public Liability Insurance			
8	Political Violence & Terrorism Cover			
9	Burglary Insurance			
10	Loss of Rent Insurance			
11	WIBA & Employers Liability			
12	Directors & Officers Liability			
13	Marine Cargo Insurance			
14	Professional Indemnity Insurance			
15	Fidelity Guarantee Insurance			
16	Motor Vehicle Insurance (Private, commercial and Motorcycles)			
	TOTAL-To be carried to the form of Tender			

Signature and Rubber Stamp of tenderer _____

TENDERER INFORMATION FORM

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

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

ITT No [insert number of Tendering process]

1.	Tenderer's Name [insert Tenderer's legal name]
3.	Tenderer's actual or intended country of registration:..... [insert actual or intended country of registration]
4.	Tenderer's year of registration: [insert Tenderer's year of registration]
5.	Tenderer's Address in country of registration:.....[insert Tenderer's legal address in country of registration]
6.	Tenderer's Authorized Representative Information Name:[insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone.....[insert Authorized Representative's telephone/fax numbers] Email Address[insert Authorized Representative's email address]
7.	<input type="checkbox"/> Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of incorporation (or equivalent documents of constitution or association), and /or documents of registration of the legal entity named above, in accordance with ITT4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority, if tender s a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <input type="checkbox"/> Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION

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

Item Insured and name of country	Name of procuring Entity and contact person	Type of services provided and year of completion	Value of Contract (Kshs.)

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

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
a)
b)
- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required.....

NOTIFICATION OF INTENTION TO AWARD

For the attention of Tenderer's Authorized Representative Name:

[insert Authorized Representative's name]

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

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

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

DATE OF TRANSMISSION: This Notification is sent by:.....

[email/fax].....on.....*[date]*.....(local time) **Procuring Entity**

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

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

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

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

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

1. The successful Tenderers are listed below.

1	2	3	4
No. of Item insured	Description of Item	Name of Tenderer	Tender Price (Kshs.)

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

1	2	3	4
No. of Item insured	Description of Item	Name of Tenderer	Tender Price (Kshs.)

3. How to request a debriefing

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

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

Provide the following:

The Tender Name:..... Tender

Reference Number:..... Name Of The

Tenderer:..... Contact

Details:.....

Address:.....

The request for debriefing as follows:

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

Title/position[insert title/position]

Agency[insert name of Procuring Entity]

Email address [insert email address]

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

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

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

4. How to make a complaint

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

Provide the following:

The Tender Name:..... Tender

Reference Number:..... Name Of The

Tenderer:..... Contact

Details:.....

Address:.....

Procurement- related Complaint as follows:

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

Title/position [insert title/position]

Agency[insert name of Procuring Entity]

Email address[insert email address]

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

In summary, there are four essential requirements:

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

Standstill Period DEADLINE:

1. The Standstill Period lasts seven (7) Business Days after the date of transmission of this Notification of Intention to Award.
2. The Standstill Period is due to end at midnight on..... [insert date] (local time).

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

On behalf of the Procuring Entity:

Signature:..... Name:

.....Title/position:.....

Telephone:.....Email:.....

5. NOTIFICATION OF AWARD-FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

..... *[date]*

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

This is to notify you that your Tender dated.....*[date]* for execution of the.....

[name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract

Price of the equivalent of

..... *[amount in*

numbers and words]..... *[name of currency]*, as corrected and

modified in accordance with the Instructions to Tenderers is here by accepted by us

..... (Procuring Entity).

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

Please return the attached Contract dully signed

Authorized Signature :.....

Name and Title of Signatory :.....

Name of Agency:.....

Attachment: Contract

Form of Contract

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespctive names as of the

day and year first above written.

For and on behalf of.....

[name of Procuring Entity].....[Authorized Representative]

For and on behalf of..... *[name of Insurance Provider]*

.....*[Authorized Representative]***[Note: If**

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

For and on behalf of each of the Members of the Insurance
Provider.....*[Name of member]*

.....*[Authorized Representative]*

.....*[Name of member]*

.....*[Authorized Representative]*

7. FORM OF TENDER SECURITY (Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor Form head or SWIFT identifier code]

Beneficiary..... *[Procuring Entity to insert its name and address]*

ITT No..... *[Procuring Entity to insert reference number for the Request for Tenders]*

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

Date:.....*[Insert date of issue]*

TENDER GUARANTEE No..... *[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]* (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the Provision of under Request for Tenders No _____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____)

upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant,
 - (i) has failed to sign the contract agreement,
 - or
 - (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire:

- (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or
- (b) if the Applicant is not the successful Tenderer, upon the earlier of

- (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or
- (ii) twenty-eight days after the end of the Tender Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

7. **FORM OF TENDER SECURITY (TENDER BOND)**

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND.....

[name of Tenderer] as Principal (hereinafter called "the Principal"), and

.....*[name, legal title, and address of*

surety], **authorized to transact business in Kenya**, as Surety (here in after called "the Surety"), are held and

firmly bound un to.....*[name of*

Procuring Entity] as Obligee (here in after called "the Procuring Entity") in the sum

of.....*[amount of Bond¹]*.....

.....*[amount in words]*, for the

payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our

successors and as signs, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the

_____ Day of _____, 20_____, for the supply of

[name of Contract]..... (hereinafter

called the "Tender"). NOW, THERE FORE, THE CONDITION OF THIS OBLIGATION is

such that if the Principal:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal;
 - (i) failed to execute the Contract agreement; or
 - (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.

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

The Surety here by agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension there to provide by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in the irrespective names this _____ day of _____, 20_____.

Principal: _____

Surety:

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

The amount of the Bond shall be denominated in Kenya Shillings or the equivalent amount in a freely convertible currency.

FORM OF TENDER-SECURING DECLARATION

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

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

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

To *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

Signe.....

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

Name.....

Duly authorized to sign the bid for and on
[insert complete name of Tenderer] Dated on.....day of*[Insert date of signing]*

Seal or stamp

PART II- SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE (TOR)

PROCUREMENT OF COMPREHENSIVE ENTERPRISE-WIDE INSURANCE SERVICES FOR CRITICAL INFRASTRUCTURE FACILITIES AND SMART CITY SYSTEMS UNDER KONZA TECHNOPOLEIS DEVELOPMENT AUTHORITY (KOTDA)

1.0 BACKGROUND

Technopolis Development Authority (TDA), formerly Konza Technopolis Development Authority (KOTDA), is a State Corporation established to develop, manage, and operationalize Konza Technopolis, Kenya's flagship Smart City and Innovation Ecosystem.

The Authority owns and manages a portfolio of strategic infrastructure assets comprising utility systems, smart city infrastructure, digital infrastructure, public facilities, revenue-generating properties, and critical operational systems that support service delivery and sustainable urban development.

A Comprehensive Insurance Risk Assessment undertaken in May 2026 identified significant operational, cyber-physical, environmental, public liability, and business continuity risks across the Authority's critical infrastructure facilities and smart city systems. The assessment further established that several facilities are exposed to HIGH, VERY HIGH, and EXTREME risk levels requiring comprehensive insurance protection to safeguard public investments and ensure operational resilience.

The assessment covered the following critical infrastructure facilities and systems:

- a) Water Treatment Plant;
- b) Six (6) Boreholes and Associated Water Infrastructure;
- c) Underground Utility Tunnel Infrastructure;
- d) Electrical Transformer Substation;
- e) Waste Water Reclamation Plant;
- f) Data Centre and Disaster Recovery Data Centre (DRDC);
- g) Intelligent Operations Centre (IOC);
- h) Smart Street Poles and Smart Streetscape Infrastructure;
- i) City Experience Centre;
- j) Buildings and Public Realm Infrastructure;
- k) Solid Waste Management Facility; and
- l) Furnished Apartments.

The Authority therefore intends to procure comprehensive enterprise-wide insurance services to provide adequate protection against physical loss or damage, cyber threats, liability exposures, environmental incidents, terrorism risks, and operational interruptions affecting its strategic assets and operations.

2.0 OBJECTIVE OF THE ASSIGNMENT

The objective of this procurement is to secure comprehensive insurance protection for the Authority's critical infrastructure facilities, utility systems, smart city assets, digital infrastructure, public facilities, and operational activities against insurable risks.

The specific objectives are to:

- a) Protect strategic infrastructure investments against accidental loss, destruction, and damage;
- b) Safeguard utility infrastructure and critical operational systems;
- c) Protect smart city and cyber-physical infrastructure against emerging cyber and technology-related risks;
- d) Ensure continuity of essential services and operations;
- e) Protect the Authority against legal, environmental, and third-party liabilities;
- f) Enhance disaster recovery and business continuity capabilities;
- g) Strengthen enterprise-wide risk management and operational resilience; and
- h) Minimize financial losses arising from catastrophic events and service disruptions.

3.0 SCOPE OF SERVICES

The successful insurer(s) shall provide comprehensive insurance services including underwriting, policy issuance, policy administration, claims management, risk engineering support, and insurance advisory services for the Authority's infrastructure assets and operations.

The insurance programme shall include the following insurance classes:

- a) Industrial All Risks Insurance;
- b) Machinery Breakdown Insurance;
- c) Electronic Equipment Insurance;
- d) Cyber Insurance;
- e) Business Interruption Insurance;
- f) Environmental Liability Insurance;
- g) Public Liability Insurance; and
- h) Political Violence and Terrorism Insurance.

The Authority reserves the right to include additional insurance classes where necessary during the contract period.

4.0 ASSETS AND FACILITIES TO BE INSURED

The insurance programme shall cover, but not be limited to, the following facilities and infrastructure:

4.1 Utility Infrastructure

- a) Water Treatment Plant;
- b) Boreholes and Associated Water Infrastructure;
- c) Underground Utility Tunnel Infrastructure;
- d) Waste Water Reclamation Plant;
- e) Electrical Transformer Substation;
- f) Water Distribution Systems;
- g) Wastewater Collection and Conveyance Systems.

4.2 Digital and Smart City Infrastructure

- a) Data Centre;
- b) Disaster Recovery Data Centre (DRDC);
- c) Intelligent Operations Centre (IOC);
- d) Smart Street Poles;
- e) Smart Lighting Systems;
- f) CCTV Systems;
- g) IoT Sensors and Devices;
- h) Communication Infrastructure;
- i) Monitoring and Control Systems;
- j) City Experience Centre.

4.3 Buildings and Public Facilities

- a) Cradle Buildings;
- b) Furnished Apartments;
- c) Solid Waste Management Facility;
- d) Public Realm Infrastructure;
- e) Streetscape Infrastructure;
- f) Utility Service Buildings;
- g) Ancillary Structures and Facilities.

5.0 DETAILED INSURANCE REQUIREMENTS

5.1 Industrial All Risks Insurance

The policy shall provide comprehensive protection against accidental physical loss, destruction, or damage to

buildings, infrastructure, utility systems, and fixed assets.

Coverage shall include, but not be limited to:

Fire;	Earthquake;	Impact Damage;	Subsidence and Landslip;
Lightning;	Flood;	Malicious Damage;	Water Damage;
Explosion;	Storm and Tempest;	Riot and Strike;	Accidental Damage.

5.2 Machinery Breakdown Insurance

The policy shall provide protection against sudden and unforeseen mechanical or electrical breakdown of machinery and equipment including:

Pumps and Motors;	Waste Water Treatment Equipment;	Transformers;
Reverse Osmosis Systems;	Gas Insulated Switchgear (GIS);	Generators;
Water Treatment Equipment;	Blowers and Clarifiers;	Lift Systems;
HVAC Systems;	Utility Tunnel Equipment.	

5.3 Electronic Equipment Insurance

The policy shall provide protection for electronic, communication, surveillance, and ICT equipment including:

Servers and Storage Systems;	UPS Systems;	IOC Systems;
Data Centre Equipment;	Battery Banks;	Smart Pole Systems;
DRDC Equipment;	CCTV Systems;	IoT Infrastructure;
Communication Equipment;	Digital Display Systems;	Network Infrastructure.

5.4 Cyber Insurance

The policy shall provide protection against cyber risks and cyber-physical threats affecting smart city operations.

Coverage shall include:

Data Breach Liability;	Malware Attacks;	Incident Response Costs;
Cyber Extortion;	Unauthorized Access;	Digital Forensics Costs;
Ransomware Attacks;	Data Restoration Costs;	Cyber Business Interruption;
Third Party Cyber Liability;	Regulatory Investigation Costs.	

5.5 Business Interruption Insurance

The policy shall provide protection against financial losses arising from interruption of operations following an insured event.

The minimum indemnity period shall be twelve (12) months.

Coverage shall include:

Loss of Revenue;	Utility Service Interruption;	Smart City Operational Disruption;
Increased Cost of Working;	Data Centre Downtime;	Alternative Service Provision Costs.

5.6 Environmental Liability Insurance

The policy shall provide protection against environmental pollution and contamination incidents.

Coverage shall include:

Water Contamination;	Wastewater Pollution;	Chemical Spills;
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Environmental Clean-Up Costs;	Third Party Environmental Claims;	Regulatory Compliance Costs where insurable.
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5.7 Public Liability Insurance

The policy shall provide protection against legal liability arising from bodily injury, death, or damage to third-party property.

Coverage shall include:

Bodily Injury;	Third Party Property Damage;	Smart Infrastructure Liability.
Death;	Legal Defence Costs;	
Premises Liability;	Public Events Liability;	

5.8 Political Violence and Terrorism Insurance

The policy shall provide protection against losses arising from:

Terrorism;	Sabotage;	Civil Commotion;
Malicious Damage;	Political Violence;	Insurrection where applicable.

6.0 BASIS OF INSURANCE

All assets shall be insured on a full reinstatement/replacement value basis.

The successful insurer shall ensure that insurance arrangements adequately protect the Authority against underinsurance and provide sufficient capacity for catastrophic loss events.

7.0 REINSURANCE REQUIREMENTS

The successful insurer shall demonstrate adequate reinsurance support for critical infrastructure and strategic assets.

The insurer shall provide:

- a) Details of reinsurance arrangements;
- b) Treaty and facultative reinsurance support;
- c) Reinsurer credit ratings;
- d) Confirmation of available underwriting capacity.

8.0 CLAIMS MANAGEMENT REQUIREMENTS

The insurer shall provide efficient and effective claims management services and shall:

- a) Designate a dedicated account management team;
- b) Establish a 24-hour claims notification mechanism;
- c) Appoint loss adjusters within seventy-two (72) hours of claim notification;
- d) Submit preliminary claim assessment reports within fourteen (14) days;
- e) Process and settle admitted claims within thirty (30) days;
- f) Provide regular claims status reports.

9.0 RISK ENGINEERING AND LOSS PREVENTION SERVICES

The successful insurer shall provide annual risk engineering and loss prevention services including:

- a) Infrastructure Risk Surveys;
- b) Fire Risk Assessments;
- c) Utility Systems Risk Assessments;
- d) Cyber Security Risk Reviews;
- e) Smart City Risk Assessments;
- f) Loss Prevention Recommendations.

10.0 REPORTING REQUIREMENTS

The successful insurer shall maintain accurate records and submit periodic reports to the Authority to facilitate

effective monitoring of insurance performance, claims management, risk exposure, and insurance programme effectiveness.

10.1 Monthly Reports

The insurer shall submit monthly reports not later than the 10th day of the subsequent month containing:

No.	Report	Details in the Report
a)	Claims Status Report	Claim reference number; Date of occurrence; Nature of loss; Location of incident; Estimated claim value; Current claim status; Expected settlement date.
b)	Outstanding Claims Report	Pending claims; Claims under investigation; Claims under adjustment; Admitted claims awaiting settlement; Reasons for delays and proposed actions
c)	Incident and Loss Register	summarizing all reported incidents and losses during the reporting period.
d)	Policy Administration Report detailing:	Policies issued; Endorsements processed; Sum insured adjustments; New assets added; Assets removed from cover.

10.2 Quarterly Reports

The insurer shall submit quarterly reports within fourteen (14) days after the end of each quarter containing:

No.	Report	Details in the Report
a)	Claims Performance Report	Number of claims reported; Number of claims settled; Number of outstanding claims; Total claim values; Average claim settlement period; Claims trends and analysis.
b)	Insurance Portfolio Performance Report	Premium portfolio analysis; Loss ratios; Claims ratios; Exposure analysis; Coverage adequacy assessment.
c)	Risk Advisory Report	Emerging operational risks; Infrastructure risks; Utility system risks; Liability risks; Environmental risks; Recommendations for risk mitigation.
d)	Cyber Risk and Smart Infrastructure Risk Report	Emerging cyber threats; Vulnerability trends; Smart city infrastructure exposures;

		Recommended cyber risk mitigation measures.
e)	Regulatory and Compliance Report	Changes in insurance regulations; Emerging compliance obligations; Industry developments affecting insurance coverage.

10.3 Annual Reports

The insurer shall submit annual reports not later than thirty (30) days before policy renewal containing:

No.	Report	Details in the Report
a)	Comprehensive Risk Survey Report	Infrastructure risks; Utility infrastructure risks; Data Centre and DRDC risks; Smart city infrastructure risks; Public liability exposures; Environmental liability exposures.
b)	Insurance Programme Review Report	Assessment of coverage adequacy; Policy performance review; Claims experience review; Identification of coverage gaps; Recommendations for enhancement of insurance protection.
c)	Loss Experience Analysis Report	Historical claims trends; Root cause analysis of major losses; Claims frequency and severity analysis; Risk exposure assessment.
d)	Insurance Renewal and Market Review Report	Recommended sums insured; Reinstatement value review; Recommended policy limits; Market premium trends; Reinsurance market developments; Renewal strategy and recommendations.
e)	Annual Risk Engineering Report	Risk inspection findings; Fire safety assessments; Infrastructure protection measures; Business continuity observations; Loss prevention recommendations.
f)	Executive Insurance Portfolio Report for Management and Board reporting	Overall insurance performance; Major claims; Significant risks; Policy utilization; Strategic recommendations.

11.0 TECHNICAL REQUIREMENTS OF THE INSURER

The bidder shall demonstrate the technical, financial, operational, and underwriting capacity necessary to provide comprehensive insurance services for critical infrastructure facilities, utility systems, smart city infrastructure, cyber-physical assets, public facilities, and operational activities under the Authority.

11.1 Legal and Regulatory Requirements

The insurer shall:

- a) Be duly incorporated and licensed to conduct insurance business in Kenya;

- b) Hold a valid Insurance Regulatory Authority (IRA) License for the relevant insurance classes;
- c) Possess a valid Tax Compliance Certificate;
- d) Be compliant with all statutory and regulatory requirements governing insurance business in Kenya;
- e) Demonstrate compliance with IRA solvency and capital adequacy requirements.

11.2 Financial Capacity

The insurer shall demonstrate:

- a) Financial stability and sound underwriting capacity;
- b) Adequate capital and reserves to support large infrastructure risks;
- c) Positive solvency margins as prescribed by the Insurance Regulatory Authority;
- d) Audited financial statements for the last three (3) financial years.

11.3 Technical Experience and Capability

The insurer shall demonstrate experience in insuring three or more of the following:

- a) Critical infrastructure facilities;
- b) Utility infrastructure systems;
- c) Water and wastewater facilities;
- d) Energy and electrical infrastructure;
- e) Data Centres and ICT infrastructure;
- f) Government and public sector assets;
- g) Smart city infrastructure;
- h) Industrial and commercial facilities.

The insurer shall provide evidence of at least three (3) similar assignments undertaken within the last five (5) years.

11.4 Reinsurance Requirements

The insurer shall provide evidence of:

- a) Treaty reinsurance arrangements;
- b) Facultative reinsurance support where applicable;
- c) Adequate reinsurance capacity for critical infrastructure assets;
- d) Reinsurer credit ratings from recognized international rating agencies;
- e) Capacity to underwrite cyber risks, political violence and terrorism risks, and other specialized insurance classes required under this assignment.

11.5 Claims Management Capability

The insurer shall demonstrate:

- a) Availability of a dedicated claims management team;
- b) Established claims management procedures;
- c) Capacity to appoint loss adjusters and assessors promptly;
- d) Proven claims settlement track record;
- e) Availability of claims monitoring and reporting systems.

11.6 Risk Engineering and Advisory Services

The insurer shall demonstrate capacity to provide:

- a) Infrastructure risk surveys;
- b) Fire risk assessments;
- c) Utility systems risk assessments;
- d) Cyber security risk reviews;
- e) Business continuity and resilience advisory services;
- f) Loss prevention and risk mitigation recommendations.

12.0 KEY PERFORMANCE INDICATORS (KPIs)

The performance of the successful insurer shall be monitored and evaluated using the following Key Performance Indicators:

Performance Indicator	Target
Policy issuance after premium payment	Within 14 days
Processing of policy endorsements	Within 7 days
Acknowledgement of claims notification	Within 24 hours
Appointment of loss adjusters	Within 72 hours
Submission of preliminary claim assessment reports	Within 14 days
Settlement of admitted claims	Within 30 days
Submission of monthly reports	By the 10th day of the following month
Submission of quarterly reports	Within 14 days after the end of each quarter
Submission of annual reports	At least 30 days before policy renewal
Annual infrastructure risk survey	100% compliance
Annual cyber risk assessment	100% compliance
Response to insurance advisory requests	Within 3 working days
Attendance of risk review meetings	100% attendance
Renewal quotations and recommendations	At least 60 days before policy expiry
Customer satisfaction level	Minimum 85%

The Authority shall undertake annual performance evaluations based on the above KPIs and reserves the right to decline contract renewal in the event of unsatisfactory performance.

15.0 EXPECTED OUTCOMES

The insurance programme is expected to achieve:

- a) Comprehensive protection of critical infrastructure assets;
- b) Enhanced resilience of smart city systems and operations;
- c) Improved business continuity capability;
- d) Reduced financial exposure to catastrophic losses;
- e) Enhanced cyber resilience and recovery capability;
- f) Improved environmental and public liability protection; and
- g) Strengthened enterprise-wide risk management and operational sustainability.

Claims Process and Customer Support

The insurance provider should clearly outline the claims process, including the necessary documentation and contact information for filing claims. Availability of customer support services, such as a dedicated hotline or online assistance, should be provided.

A. SCHEDULE OF MINIMUM INSURANCE LIMITS AND DEDUCTIBLES

Insurance Class	Recommended Minimum Limit
Industrial All Risk	KES
Machinery Breakdown Insurance	KES
Electronic Equipment	Full Replacement Value
Cyber Insurance	KES
Environmental Liability	KES
Business Interruption	12 Months Gross Revenue
Public Liability	KES
Political Violence & Terrorism	Full Asset Value

B. SCHEDULE OF ASSETS TO BE INSURED

The successful insurer shall, within thirty (30) days of contract award, undertake a joint verification of all insured assets with KOTDA and confirm the final sums insured based on reinstatement/replacement values before policy issuance.

Asset/Facility	Description	Location	Insurance Class
Water Treatment Plant	Treatment equipment, buildings and systems	Konza	IAR/Machinery Breakdown
Boreholes (6 No.)	Boreholes, pumps, generators, pipelines	Konza	IAR/Machinery Breakdown
Underground Utility Tunnel	Tunnel, piping, cabling and support systems	Konza	IAR
Transformer Substation	66KV power infrastructure	Konza	IAR/Machinery Breakdown
Data Centre	Building and ICT infrastructure	Konza	IAR/EEI/Cyber
DRDC	Disaster Recovery Facility		IAR/EEI/Cyber
IOC	Intelligent Operations Centre	Konza	IAR/EEI/Cyber
Smart Street Infrastructure	Smart poles, CCTV, sensors and ICT equipment	Konza	IAR/EEI/Cyber
City Experience Centre	Building and digital systems	Konza	IAR/EEI
Waste Water Reclamation Plant	Treatment infrastructure	Konza	IAR/Machinery Breakdown
Solid Waste Facility	Waste management infrastructure	Konza	IAR
Furnished Apartments	Buildings, furniture and fittings	Konza	IAR/Burglary

C. SCHEDULE OF MOTOVEHCILES AND MOTORCYLES TO BE INSURED

No.	MODEL	TYPE	YOM	CATEGORY	ESTIMATED VALUE (KES)	SEATER
1	ISUZU	D/CAB	2024	Private COMP	4,200,000	4
2	ISUZU	D/CAB	2024	Private COMP	4,220,000	4
3	ISUZU	D/CAB	2024	Private COMP	5,980,000	4
4	SUZUKI	VITARA	2023	Private COMP	5,300,000	4
5	SUZUKI	VITARA	2023	Private COMP	5,300,000	4
6	TOYOTA	PRADO	2021	Private COMP	7,500,000	4
7	TOYOTA	PRADO	2023	Private COMP	12,215,462	4
8	TOYOTA	PRADO	2020	Private COMP	8,200,000	4

9	TOYOTA	PRADO	2019	Private COMP	8,200,000	4
10	ISUZU	D-Max D/C	2020	Private COMP	5,980,000	4
11	ISUZU	D-Max D/C	2019	Private COMP	4,100,000	4
12	ISUZU	D-MAX	2019	Private COMP	5,000,000	4
13	Isuzu	D-Max D/C	2019	Private COMP	4,100,000	4
14	ISUZU	D-Max D/C	2019	Private COMP	4,100,000	4
15	ISUZU	D-Max D/C	2019	Private COMP	4,100,000	4
16	SUZUKI	VITARA	2023	Private COMP	5,300,000	4
17	TOYOTA	Prado Txl	2023	Private COMP	12,430,000	4
18	ISUZU	D-Max D/C	2020	Private COMP	4,100,000	4
19	ISUZU	D-Max D/C	2020	Private COMP	4,100,000	4
20	NISSAN	Urvan	2019	Commercial COMP	3,690,000	14
21	NISSAN	URVAN	2021	Commercial COMP	6,200,000	14
22	TOYOTA	Hiace	2020	Commercial COMP	3,640,000	15
23	ISUZU	NQR	2020	Commercial COMP	4,200,000	33
24	ISUZU	NQR	2020	Commercial COMP	4,220,000	33
25	ISUZU FVZ	FVZ Bowser	2022	Commercial TPO	9,600,000	2
26	Massey Ferguson	Tractor	2021	Commercial TPO	8,000,000	N/A
27	Motor	Cycle	2022	M/Cycle COMP	200,000	1

D. PRICE SCHEDULE AND SCHEDULE OF INSURANCE COVERS

1. Bidders shall quote annual premiums inclusive of all statutory taxes and levies.
2. All premiums shall be quoted in Kenya Shillings (KES).
3. Assets shall be insured on full reinstatement/replacement value basis.
4. Bidders shall indicate applicable deductibles/excesses.
5. Premiums shall remain fixed during the policy period.
6. KOTDA reserves the right to adjust asset values and insurance schedules during the contract period subject to policy endorsements.
7. Sum insured shall be provided by TDA

8. Limit of Liability shall be provided by the bidder.

LOT 1: INDUSTRIAL ALL RISKS INSURANCE

Item	Asset/Facility	Sum Insured (KES)	Premium Rate (%)	Annual Premium (KES)
1	Water Treatment Plant			
2	Boreholes and Associated Infrastructure (6 No.)			
3	Underground Utility Tunnel Infrastructure			
4	Electrical Transformer Substation			
5	Waste Water Reclamation Plant			
6	Data Centre Building			
7	DRDC Building			
8	Intelligent Operations Centre Building			
9	City Experience Centre			
10	Smart Street Infrastructure			
11	Solid Waste Facility			
12	Furnished Apartments			
13	Cradle Buildings and Public Realm Infrastructure			

Total Annual Premium for Industrial All Risks Insurance: KES _____

LOT 2: MACHINERY BREAKDOWN INSURANCE

Item	Equipment Category	Sum Insured (KES)	Premium Rate (%)	Annual Premium (KES)
1	Transformers			
2	Pumps and Motors			
3	RO Systems			
4	Blowers and Clarifiers			
5	Generators			
6	GIS Equipment			
7	HVAC Systems			
8	Lift Systems			

Total Annual Premium for Machinery Breakdown Insurance: KES _____

LOT 3: ELECTRONIC EQUIPMENT INSURANCE (EEI)

Item	Equipment Category	Sum Insured (KES)	Premium Rate (%)	Annual Premium (KES)
1	Data Centre Equipment			
2	DRDC Equipment			
3	Servers and Storage Systems			
4	UPS Systems			
5	Battery Banks			
6	CCTV Systems			
7	IOC Systems			
8	Smart Pole Systems			
9	IoT Infrastructure			
10	Communication Systems			

Total Annual Premium for EEI: KES _____

LOT 4: CYBER INSURANCE

Item	Coverage Description	Limit of Liability (KES)	Annual Premium (KES)
1	Data Breach Liability		
2	Cyber Extortion		
3	Ransomware Events		
4	Business Interruption		
5	Data Restoration		
6	Incident Response Costs		

Total Annual Premium for Cyber Insurance: KES _____

LOT 5: BUSINESS INTERRUPTION INSURANCE

Facility	Sum Insured	Indemnity Period	Annual Premium (KES)
Utility Infrastructure		12 Months	
Data Centre		12 Months	
DRDC		12 Months	
IOC		12 Months	
Smart City Operations		12 Months	

Total Annual Premium for Business Interruption Insurance: KES _____

LOT 6: ENVIRONMENTAL LIABILITY INSURANCE

Facility	Limit of Liability (KES)	Annual Premium (KES)
Water Treatment Plant		
Waste Water Reclamation Plant		
Boreholes		
Solid Waste Facility		

Total Annual Premium for Environmental Liability Insurance: KES _____

LOT 7: PUBLIC LIABILITY INSURANCE

Minimum Required Limit: KES 500,000,000 per occurrence

Cover Description	Limit of Liability (KES)	Annual Premium (KES)
Public Liability Cover		

Total Annual Premium: KES _____

LOT 8: POLITICAL VIOLENCE AND TERRORISM INSURANCE

Asset Category	Sum Insured (KES)	Annual Premium (KES)
Strategic Infrastructure Assets		

Total Annual Premium: KES _____

SUMMARY OF PREMIUMS

Insurance Class	Annual Premium (KES)
Industrial All Risks Insurance	
Machinery Breakdown Insurance	
Electronic Equipment Insurance	
Cyber Insurance	

Business Interruption Insurance	
Environmental Liability Insurance	
Public Liability Insurance	
Political Violence and Terrorism Insurance	

GRAND TOTAL ANNUAL PREMIUM (KES): _____

AUTHORISED SIGNATORY

Name: _____

Designation: _____

Signature: _____

Date: _____

Company Stamp

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties, e t c

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

1. Commencement, Completion, Modification, and Termination of Contract

2.21 Effectiveness of Contract

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

2.2.2 Duration and Commencement of Services The Commencement date and duration of the insurance

cover shall be **specified in the SCC**.

2.3. Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5 Termination

2.5.1 By the Procuring Entity

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

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

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

2. Obligations of the Insurance Provider

2.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound

management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

2.2 Conflict of Interests

2.2.1 Insurance Provider Not to Benefit from Commissions and Discounts. The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

2.2.3 Prohibition of Conflicting Activities

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

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

2.3 Confidentiality

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

2.4 Reporting Obligations

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

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

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

2.6 Liquidated Damages

2.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the**

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

2.6.2 Correction for Over-payment

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

2.7 Performance Security

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

2.8 Fraud and Corruption

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

3. Insurance Provider's Personnel

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

4. Obligations of the Procuring Entity

5.1 Change in the Applicable Law

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

5. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC,

interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

6. Quality Control

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

7. Settlement of Disputes

8.1 Amicable Settlement

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

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

- i) Law Society of Kenya, or
- ii) Chartered Institute of Arbitrators (Kenya Branch), or
- iii) Insurance Institute of Kenya, or
- iv) The Actuarial Society of Kenya.

8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

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

8.4 Arbitration if the Insurance Provider is a foreign firm

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and supplements to, clauses in General Conditions of Contract
1.1	<p>The parties to the contract are: The Procurement Entity is..... The Insurance Provider is..... The contract name is.....</p>
1.4	<p>For notices, the Procurement Entity's address shall be: Attention<i>[insert full name of person, if applicable]</i> Postal address (full postal address) Physical address..... (full Location Address-insert city, street name, building name, floor number, room number) Telephone.....<i>[include telephone number, including country and city codes]</i> Electronic mail address; <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are: For the Procuring Entity..... <i>[Name, Postal Address, Email, Telephone Number]</i> For the Insurance Provider..... <i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be: Commencement date..... Completion or Expiry date..... Duration of the coverage.....</p>
3.2.3	<p>After termination of this Contract, the activities are: </p>
3.6.1	<p>The liquidated damages per day is..... The day by when the compensation costs should be made is.....days. The total amount of liquidated damages shall not exceed.....</p>
6.2-6.4	<p>Contract price is The price shall be made in one lumpsum on contract signature or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day delayed payment at the rate of % per month.</p>
8.4.1	<p>The rules of procedure for arbitration proceedings with a foreign Insurance Provider shall be as follows: <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p>

	<p>(i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following</p>
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	<p>sample clause should be inserted:</p> <p>Any dispute, controversy or claim arising out of correlating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>
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APPENDIX TO THE CONTRACT-To be filled with correct details using the correct details.

The Appendix to the contract shall be a Policy Document for each class (attach a sample copy) addressed to KoDTA that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are considered. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

KoDTA Motor Vehicle Schedule								
No	Reg No	Make	Type	Body Type	YOM	Seat Capacity	Proposed Value	Class
1								Motor Private/Double Cab pick up
2								Motor Private/Double Cab pick up
3								Motor Commercial/Single Cab pickup
4								Motor Commercial/Single Cab pickup
5								Motor Commercial/Buses
6								Motor Commercial/Buses
7								Motorcycles
8								Motorcycles

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender reference No.....[Insert Identification Number]

Name of Assignment[Insert Name of Assignment]

To:..... [insert complete Name of the Procuring Entity]

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

i) We here by provide the following beneficial ownership information

Details of beneficial ownership

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

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

OR

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

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

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

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

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

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

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

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

Date sign