

**NUCLEAR POWER AND ENERGY  
AGENCY ((NuPEA)**



**TENDER NO. NuPEA/OT/DHRA/003/19-20 FOR  
PROVISION OF INSURANCE SERVICES**

JULY 2020

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS  
P. O. Box 26374-00100  
**NAIROBI**

Telephone: +254-20-5138300

Website: [www.nuclear.co.ke](http://www.nuclear.co.ke)

Email 1: [alusuli@nuclear.co.ke](mailto:alusuli@nuclear.co.ke)

Email 2: [gkorir@nuclear.co.ke](mailto:gkorir@nuclear.co.ke)

**SECTION I - INVITATION TO TENDER**

**1<sup>st</sup> JULY, 2020**

***Our Ref:* TENDER NO. NuPEA/OT/DHRA/003/19-20 FOR PROVISION OF INSURANCE SERVICES**

Dear Sir/Madam,

**INVITATION TO TENDER**

You are invited to bid for the provision of the above services as per specifications contained in this document. Completed tender documents should be enclosed in plain sealed envelopes bearing no identification of the Tenderer and marked only:-

**TENDER NO. NuPEA/OT/DHRA/003/19-20 FOR PROVISION OF INSURANCE SERVICES**

and should be addressed to:-

***Manager, Supply Chain  
Nuclear power and Energy Agency  
Kawi complex, off Red Cross road  
P O Box 26374-00100  
NAIROBI – KENYA.***

and dropped into the Tender Box on 2<sup>nd</sup> Floor Kawi Complex, wing “C” so as to reach the office on or before the closing date **15<sup>th</sup> July, 2020** at **11.00a.m.** The tenders will be opened shortly after the deadline.

Yours faithfully,

**Dr.Antony L Lusuli (PhD)**

**HEAD OF PROCUREMENT**

**FOR: NUCLEAR POWER AND ENERGY AGENCY**

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## SECTION II - INTRODUCTION

### **NuPEA/OT/DHRA/003/19-20 FOR PROVISION OF INSURANCE SERVICES**

1.1 Nuclear Power and Energy hereinafter referred to as NuPEA invites bids from eligible Tenderers for Provision of Insurance Services.

1.2 **Obtaining of further Information**

Tenderers may obtain further information on the tender document from the **Procurement Department, Nuclear Power and Energy Agency located at South C, off Red Cross Road, Wing C, at KAWI Complex, 3rd Floor, off Red cross, P.O. Box 26374 – 00100 Nairobi, Kenya.**

**Telephone: +254-20-5138300**

*Email 1: [alusuli@nuclear.co.ke](mailto:alusuli@nuclear.co.ke)*

*Email 2: [gkorir@nuclear.co.ke](mailto:gkorir@nuclear.co.ke)*

1.3 **Obtaining of Tender Documents**

Tender documents detailing the requirements of the tender has been sent to your respective emails provided during prequalification. Prospective bidders should download the tender document.

1.3 **Submission of Tender Documents**

Completed tender documents should be enclosed in plain sealed envelopes bearing no identification of the Tenderer and clearly marked only as: -

**“NuPEA/OT/DHRA/003/19-20 FOR PROVISION OF INSURANCE SERVICES.**

and addressed to:

Manager, Supply Chain,  
Nuclear Power and Energy Agency,  
Kawi complex, off Red Cross road  
P O Box 26374-00100  
NAIROBI – KENYA.

and dropped into the Tender Box located at the main reception of Nuclear Power and Energy Agency on 2nd Floor Kawi Complex, wing “C” so as to reach the office on or before the closing date on **15.07.2020 at 11.00 a.m.**

**1.4 Prices**

Prices quoted should be inclusive of all taxes and delivery costs to the required site (where applicable) and must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for One Hundred and Twenty (120) days from the closing date of the tender.

**1.5 Opening of Submitted Tenders**

Tenders will be opened promptly after closing date on **15.07.2020 at 11.00 a.m** in the presence of the Tenderer's or their representatives who choose to attend at NuPEA's Boardroom on 4th Floor, Kawi Complex, Block "C"

### SECTION III - TENDER SUBMISSION CHECKLIST

**Bidders are advised to clearly label their documents before submission.**

No.	Item	Tick Where Provided
1.	Tender Form	
2.	Declaration Form	
3.	Confidential Business Questionnaire (CBQ) Form	
4.	Certificate of Incorporation	
5.	KRA PIN Certificate	
6.	Certificate of Confirmation of Shareholding and Directorships (CR12)	
7.	Price Schedules	
8.	Valid Tender Security	
9.	Submission of Professional Indemnity Cover for a minimum limit Ksh. 80 million, issued by a local insurance company and valid as at the tender closing date together with a copy of the policy document and applicable endorsements as well.  However, upon award of contract, the cover shall be extended to be valid for the entire contract duration.	
10.	Valid Tax Compliance Certificate	
11.	A Summary List of Recommended Underwriters	
12.	Recommended Underwriters' Authorization Letters on original letterheads, matching exactly the Tenderer's Price Quotations	
13.	Supporting Price Quotations from Recommended Underwriters on the Underwriter's original letterheads and matching exactly the Tenderer's Price Quotations. Any variation between the Recommended Underwriter's Price Quotations and the Tenderer's Price Quotations shall be treated as non-responsive.	
14.	For Co-Insurance Policies, a Summary List of Proposed Co-Insurers and their corresponding percentile shares	
15.	Recommended Underwriters' documents as summarized in Note 7 below	

**Notes:**

1. Price Schedules shall be in the exact prescribed format as prescribed in the Tender Document.

2. The Original Tender Security shall be attached to the tender document and dropped into the Tender Box located at the main reception of Nuclear Power and Energy Agency on 2nd Floor Kawi Complex, wing “C” on or before the closing date and time specified in the Invitation to Tender. No Tender Security shall be accepted after the deadline for Submission of Tenders.
3. Professional Indemnity Cover – a full copy of the Policy Document, applicable Policy Schedules and Policy Endorsements shall be attached. **Letters from underwriters shall not suffice for this purpose.**
4. The Tax Compliance Certificate shall be valid as at the tender closing date indicated in the Invitation to Tender.
5. The Recommended Underwriters’ Authorization Letters shall be in the exact format as prescribed in the Tender Document.
6. Supporting Price Quotations from Recommended Underwriters shall be on the Underwriters original letterhead and shall match exactly the Prices indicated in the Tenderer’s Price Schedules. Any variation shall be treated as non-responsive.
7. Recommended Underwriters’ documents to be submitted are:
  - (a) Company Registration Certificate;
  - (b) PIN Certificate;
  - (c) Tax Compliance Certificate – this shall be valid for at least up to tender closing date;
  - (d) Certificate of Confirmation of Directors and Shareholding (C.R. 12);
  - (e) License of Registration as an Insurance Company from the Commissioner of Insurance/Insurance Regulatory Authority for Year 2020;
  - (f) List of top ten (10) corporate clients from the year 2018 and the corresponding premium together with full contact details in the exact format as prescribed in this Tender Document;
  - (g) Audited Financial Statements for Year 2018 and 2019.

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## SECTION IV - INSTRUCTIONS TO TENDERERS (ITT)

### 3.1 Definitions

In this tender, unless the context or express provision otherwise requires: -

- a) *Any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.*
- b) *“Date of Tender Document” shall be the start date specified on the NuPEA advertisement.*
- c) *“Day” means calendar day and “month” means calendar month.*
- d) *“KEBS” wherever appearing means the Kenya Bureau of Standards or its successor(s) and assign(s) where the context so admits.*
- e) *“KENAS” wherever appearing means the Kenya National Accreditation Service or its successor(s) and assign(s) where the context so admits*
- f) *“PPRA” wherever appearing means The Public Procurement Regulatory Authority or its successor(s) and assign(s) where the context so admits.*
- g) *Reference to “the tender” or the “Tender Document” includes its appendices and documents mentioned hereunder and any reference to this tender or to any other document includes a reference to the other document as varied supplemented and/or replaced in any manner from time to time.*
- h) *“The Procuring Entity” means or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as NuPEA).*
- i) *“The Tenderer” means the person(s) submitting its Tender for the supply, installation and commissioning (where applicable) of the goods in response to the Invitation to Tender.*
- j) *Where there are two or more persons included in the expression the “Tenderer”, any act or default or omission by the Tenderer shall be deemed to be an act, default or omission by any one or more of such persons.*
- k) *Words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.*
- l) *Words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Tenderer” the covenants, agreements and obligations expressed to be made or performed by the Tenderer shall be deemed to be made or performed by such persons jointly and severally.*
- m) *NuPEA’s “authorized person” shall mean its CEO who is designated by the PPAD Act 2015 to exercise such power, authority or discretion as is*

required under the tender and any contract arising therefrom, or such other NuPEA staff delegated with such authority.

- n) **Citizen Contractors**-means a person/firm wholly owned and controlled by person(s) who are citizens of Kenya.
- o) **Local Contractors**- a firm shall be qualified as a local contractor if it is registered in Kenya.

## 3.2 Eligible Tenderers

3.2.1 A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria—

- (a) the tenderer has the legal capacity to enter into a contract for procurement or asset disposal;
- (b) the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up;
- (c) the tenderer, if a member of a regulated profession, has satisfied all the professional requirements;
- (d) the tenderer and his or her sub-contractor, if any, is not debarred;
- (e) the tenderer has fulfilled tax obligations;
- (f) the tenderer has not been convicted of corrupt or fraudulent practices; and
- (g) is not guilty of any serious violation of fair employment laws and practices.

In addition, this Invitation to Tender is open to all Tenderers eligible as described in the **Appendix to Instructions to Tenderers**.

Successful Tenderers shall provide the services in accordance with this tender and the ensuing contract.

3.2.2 Collusion or Agreements between eligible tenderers to directly or indirectly fix prices or any other trading conditions is prohibited. Where this is discovered, the tenderers involved shall not be eligible for award and shall be disqualified.

3.2.3 Notwithstanding any other provisions of this tender, NuPEA's employees, committee members, board members and their relatives (spouses and children) area not eligible to participate in the tender unless where specially allowed under **Section 131** of the Act.

3.2.4 In addition the tenderer shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the tenderer, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of **paragraph 3.2.1** above.

- 3.2.5 Despite the provisions of *paragraphs 3.2.3* and *3.2.4*, a tenderer having a substantial or controlling interest shall be eligible to bid where—
- (a) such tenderer has declared any conflict of interest; and
  - (b) performance and price competition for that service is not available or can only be sourced from that tenderer.
- 3.2.6 Tenderers shall provide the qualification information statement that the Tenderer (including subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by NuPEA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.
- 3.2.7 Tenderers shall not be under declarations as prescribed at *Section XIII*.
- 3.2.8 Tenderers who are not under these declarations shall complete the Declaration Form strictly in the form and content as prescribed at *Section XIII*.
- 3.2.9 Those that are under the Declaration as prescribed at *Section XIII* whether currently or in the past shall not complete the Form. They will submit a suitable Form giving details, the nature and present status of their circumstances.

### **3.3 Joint Venture**

- 3.3.1 Tenders submitted by a joint venture of two or more firms, as partners shall comply with the following requirements: -
- a) The Tender Form and in case of a successful tender, the Contract Agreement Form, shall be signed so as to be legally binding on all partners of the joint venture.
  - b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners.
  - c) The Power of Attorney which shall accompany the tender, shall be granted by the authorized signatories of all the partners as follows: -
    - (i) for local bidders, before a Commissioner of Oaths or a Notary Public or Magistrate of the Kenyan Judiciary.

- (ii.) for a foreign bidder, before a Notary Public, or the equivalent of a Notary Public, and in this regard the bidder shall provide satisfactory proof of such equivalence.
- d) The lead contractor shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.

3.3.2 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in **paragraph 3.3.1 (b)** above as well as in the Form of Tender and the Contract Agreement Form (in case of the accepted tender).

3.3.3 A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

### **3.4 Cost of Tendering**

3.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and NuPEA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **3.5 Contents of the Tender Document**

3.5.1 The Tender Document comprises the documents listed below and Addendum (where applicable) issued in accordance with **paragraph 3.7** of these Instructions to Tenderers: -

- a) *Invitation to Tender*
- b) *Tender Submission Checklist*
- c) *Instructions to Tenderers*
- d) *Appendix to Instructions to Tenderers*
- e) *Schedule of Requirements*
- f) *Project Implementation Schedule*
- g) *Price Schedules for Services*
- h) *Evaluation Criteria*
- i) *General Conditions of Contract*
- j) *Special Conditions of Contract*
- k) *Tender Form*

- l) *Confidential Business Questionnaire Form*
- m) *Tender Security Form*
- n) *Recommended Underwriter's Authorization Form*
- o) *Warranty*
- p) *Declaration Form*
- q) *Contract Form*
- r) *Performance Security Form*
- s) *Details of Service*
  - (i.) *General Requirements*
  - (ii.) *Specific Details of Services*

3.5.2 The Tenderer is expected to examine all instructions, forms, provisions, terms and specifications in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a tender not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

3.5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (*whether they submit a tender or not*) shall treat the details of the documents as "Private and Confidential".

### **3.6 Clarification of Documents**

A prospective Tenderer requiring any clarification of the Tender Document may notify the **Procurement Manager** in writing and ensure receipt is acknowledged at NuPEA's Physical address indicated on the Tender Document. NuPEA will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of Tenders, prescribed by NuPEA. Written copies of NuPEA's response (*including an explanation of the query but without identifying the source of inquiry*) will be published and accessible to all prospective Tenderers on the NuPEA's invitation to tender.

### **3.7 Amendment of Documents**

3.7.1 At any time prior to the deadline for submission of Tenders, NuPEA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by amendment.

- 3.7.2 All prospective Tenderers that have registered for the Tender will be notified of the amendment(s) (*hereinafter referred to or otherwise known as addendum*) in writing and will be binding on them.
- 3.7.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, NuPEA, at its discretion, may extend the deadline for the submission of Tenders.

### **3.8 Language of Tender**

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender, exchanged between the Tenderer and NuPEA, shall be written in English language. Any printed literature furnished by the

Tenderer written in any other language shall be accompanied by an accurate English translation of the relevant passages, in which case, for purposes of interpretation of the Tender, the English translation shall govern. The English translation shall be on the Tenderer's letterhead and shall be signed by the duly authorized signatory signing the Tender and stamped with the Tenderer's stamp.

### **3.9 Documents Comprising the Tender**

The Tender prepared and submitted by the Tenderers shall include but not be limited to all the following components: -

- a) *Declaration Form, Tender Form and Price Schedules completed in compliance with **paragraphs 3.2, 3.10, 3.11 and 3.12.***
- b) *Documentary evidence established in accordance with **paragraph 3.13** that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.*
- c) *Documentary evidence established in accordance with **paragraph 3.14** that the services and any ancillary thereto to be provided by the Tenderer conform to the tender documents, and,*
- d) *Tender Security furnished in accordance with **paragraph 3.17***
- e) *And all other documents indicated in **Section II** (Tender Submission Checklist)*

### **3.10 Tender Form**

The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the services to be performed, a brief description of the services, quantity (where applicable), and prices amongst other information required.

### **3.11 Tender Prices**

3.11.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total tender price of the services it proposes to provide under the contract.

3.11.2 Prices indicated on the Price Schedule shall be of all costs for the services including insurances, duties, Value Added Tax (V.A.T) and other taxes payable. No other basis shall be accepted for evaluation, award or otherwise.

3.11.3 Tender prices to be submitted (quoted) by the Tenderer shall remain fixed for the contract duration.

3.11.4 A price that is derived by a disclosed incorporation or usage of an international accepted standard formula shall be acceptable within the meaning of this paragraph.

### **3.12 Tender Currencies**

3.12.1 For services that the Tenderer will provide from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Services.

3.12.2 The exchange rate to be used for currency conversion shall be the Central Bank of Kenya selling rate prevailing on the Tender closing date. (*Please visit the Central Bank of Kenya website*).

### **3.13 Tenderer's Eligibility and Qualifications**

3.13.1 Pursuant to *paragraph 3.2*, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the contract if its Tender is accepted.

3.13.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to NuPEA's satisfaction –

- a) *that, in the case of a Tenderer offering to perform the services under the contract which the Tenderer is not the Principal, the Tenderer has been duly authorized by the Recommended Underwriter to provide the Services.*
- b) *The authorization shall strictly be in the form and content as prescribed in the Recommended Underwriter's Authorization Form in the Tender Document;*
- b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the **Appendix to Instructions to Tenderers** including a current Tax Compliance Certificate issued by the relevant tax authorities;*
- c) *that the Tenderer has the technical and production capability necessary to perform the contract;*
- d) *that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, spare parts and stocking obligations prescribed in the Conditions of Contract and or in the Details of Service;*
- e) *that the Tenderer is duly registered and is a current member of a recognized body or institution accredited and or pertaining to that service;*

3.13.3 The Tenderer will furnish NuPEA with a copy of the accreditation or recognition certificate as applicable. NuPEA reserves the right to subject the certificate to authentication.

3.13.4 Tenderers with a record of unsatisfactory or default in performance obligations in any contract shall not be considered for evaluation or award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its obligations for more than two (2) months in any contract.

### **3.14 Conformity of Services to Tender Documents**

3.14.1 The Tenderer shall furnish, as part of its tender, documents establishing the conformity to the Tender Document of all services that the Tenderer proposes to perform under the contract.



3.14.2 The documentary evidence of conformity of the services to the Tender Document may be in the form of literature, drawings, and data, and shall (where applicable) consist of: -

- a) *a detailed description of the essential technical and performance characteristics of the services whether in catalogues, drawings or otherwise;*
- b) *a list giving full particulars, including available source and current prices of spare parts, special tools and other incidental apparatus necessary for the proper and continuing performance of the services for a minimum period of two (2) years following commencement of the provision of the services to NuPEA; and,*
- c) *duly completed Statement of Compliance to NuPEA's Details of Service demonstrating substantial responsiveness of the service to those Details or, a statement of deviations and exceptions to the provisions of the Details of Service.*

3.14.3 For purposes of the documentary and other evidence to be furnished pursuant to **sub-paragraphs 3.14.1, 3.14.2** and **paragraph 3.15**, the Tenderer shall note that standards for workmanship, material, and equipment, designated by NuPEA in its Details of Service are intended to be descriptive only and not restrictive. The Tenderer may adopt higher standards in its Tender, provided that it demonstrates to NuPEA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Details of Service.

### **3.15 Demonstration(s), Inspection(s) and Test(s)**

3.15.1 Where required in the tender, all Tenderers shall demonstrate ability of performance of the required service in conformity with the Details of Services.

3.15.2 NuPEA or its representative(s) shall have the right to inspect/ test the Tenderer's capacity, equipment, premises, and to confirm their conformity to the tender requirements. This shall include any quality management systems. NuPEA's representative(s) retained for these purposes shall provide appropriate identification at the time of such inspection/ test.

3.15.3 NuPEA shall meet its own costs of the inspection/ test. Where conducted on the premises of the Tenderer(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NuPEA.

- 3.15.4 Demonstration, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests. This Report will be considered at time of evaluation and or award.

### **3.16 Warranty**

- 3.16.1 Where required in the Tender, all Tenderers must also provide a Warranty that services to be rendered in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use or application of the services under the conditions obtaining in Kenya.
- 3.16.2 This warranty will remain valid for the period indicated in the special conditions of contract after the services, or any portion thereof as the case may be, have been rendered.

### **3.17 Professional Indemnity Cover**

- 3.17.1 The Bidder shall furnish, as part of its Tender, a Professional Indemnity Cover (the PI Cover) of at least Kshs 80 million.
- 3.17.2 The PI Cover is required to demonstrate the Bidder's commitment and ability to perform the Services.
- 3.17.3 The PI Cover shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be issued by an insurance company located in Kenya.
- 3.17.4 The Cover, at the tender submission stage, shall be valid up to at least one hundred and twenty (120) days after the closing date of the tender.
- 3.17.5 NuPEA shall seek authentication of the PI Cover from the issuing insurance company. It is the responsibility of the Bidder to sensitize its issuing insurance company on the need to respond directly and expeditiously to queries from NuPEA. The period for response shall not exceed five (5) days from the date of NuPEA's query. Should there be no conclusive response by the insurance company within this period, such Bidder's PI Cover may be deemed as invalid and the bid rejected.

3.17.6 Any Tender not secured in accordance with this paragraph will be rejected by NuPEA as non-responsive, pursuant to paragraph 3.28.

### **3.18 Tender Security**

3.18.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the **Appendix to Instructions to Tenderers**. The Original Tender Security, in a clearly labelled envelop, shall be deposited in the main reception of Nuclear Power and Energy Agency on 2nd Floor Kawi Complex, wing “C” on or before the opening date and time and receipt acknowledged by NuPEA evidenced by a stamped copy.

3.18.2 The tender security shall be either one or a combination of the following: -

- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document;
- b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to NUPEA as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document;
- c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to NUPEA as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document;
- d) An original Guarantee by a deposit taking Microfinance Institution, Sacco Society, Youth Enterprise Development Fund or the Women Enterprise Fund, that is strictly in the form and content as prescribed in the Tender Security Form.

3.18.3 The tender security is required to protect NUPEA against the risk of the Tenderer’s conduct which would warrant the security’s forfeiture pursuant to **paragraph 3.17.10**.

3.18.4 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency in Kenya. A Tender Security in form of a Bank Guarantee or

- a Standby Letter of Credit issued on behalf of local bidders, should be from a commercial bank licensed by the Central Bank of Kenya. A Tender Security in form of a Standby Letter of Credit issued on behalf of foreign bidders by foreign banks, should be confirmed by a commercial bank licensed by the Central Bank of Kenya.
- 3.18.5 The Tender Security shall be valid for **thirty (30) days** beyond the validity of the tender.
- 3.18.6 NuPEA shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from NuPEA. The period for response shall not exceed five (5) days from the date of NuPEA's query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 3.18.7 Any Tender not secured in accordance with this paragraph will be rejected by NuPEA as non-responsive, pursuant to **paragraph 3.28**.
- 3.18.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
  - b) *NuPEA determines that none of the submitted Tenders is responsive*
  - c) *a contract for the procurement is entered into*
- 3.18.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, pursuant to **paragraph 3.39** and furnishing an authentic Performance Security, pursuant to **paragraph 3.40**.
- 3.18.10 The Tender Security shall be forfeited –
- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid;*
  - b) *if the Tenderer fails to enter into a written contract in accordance with **paragraph 3.39**;*
  - c) *if the successful Tenderer fails to furnish the performance security in accordance with **paragraph 3.40**;*

- d) *if the Tenderer fails to extend the validity of the tender security where NuPEA has extended the tender validity period in accordance with **paragraph 3.18.***

### **3.19 Validity of Tenders**

- 3.19.1 Tenders shall remain valid for **one hundred and twenty (120) days** after the date of tender opening as specified in the Invitation to Tender or as otherwise may be prescribed by NuPEA, pursuant to **paragraph 3.23**. A Tender that is valid for a shorter period shall be rejected by NuPEA as non-responsive.
- 3.19.2 In exceptional circumstances, NuPEA may extend the Tender validity period. The extension shall be made in writing. The tender security provided under **paragraph 3.17** shall also be extended. A Tenderer shall not be required nor permitted to modify its tender during the extended period.

### **3.20 Alternative Offers**

Only main offers shall be considered, as alternative offers are not acceptable.

### **3.21 Number of Sets of and Tender Format**

- 3.21.1 The Tenderer shall prepare three complete sets of its Tender, identifying and clearly marking the “**ORIGINAL TENDER**”, “**COPY 1 OF TENDER**”, and “**COPY 2 OF TENDER**” as appropriate. Each set shall be properly bound. The copies shall be a replica of the Original. Each copy will be deemed to contain the same information as the Original.
- 3.21.2 The Tender shall be bound and divided clearly in descending order as listed in the Tender Submission Checklist. The divisions are for clear identification and marking of the respective documents or information that are serially numbered in the Checklist.
- 3.21.3 The order and arrangement as indicated in the Tender Submission Checklist will be considered as the Tender Formats.
- 3.21.4 Any Tender not prepared and signed in accordance with this paragraph, in particular **sub-paragraphs 3.20.1, 3.20.2 and 3.20.3** shall be rejected by NUPEA as non-responsive, pursuant to **paragraph 3.28**.

### 3.22 Preparation and Signing of the Tender

3.22.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

3.22.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -

- a) *For local Tenderers, a Commissioner of Oaths or a Notary Public or a Magistrate of the Kenyan Judiciary;*
- b) *For foreign Tenderers, a Notary Public in the country of the Tenderer.*

**In either case above, the Power of Attorney shall accompany the Tender.**

3.22.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

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

3.22.5 NuPEA will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this *paragraph 3.21*.

3.22.6 Any Tender not prepared and signed in accordance with this paragraph may be rejected by NuPEA as non-responsive, pursuant to *paragraph 3.28*.

### 3.23 Sealing and Outer Marking of Tenders

3.23.1 The Tenderer shall seal the Original and each Copy of the Tender in the envelopes or packages.

3.23.2 The envelopes or packages shall -

- a) be addressed to NuPEA at the address given in the Invitation to Tender; and
- b) bear the tender number and name as per the Invitation to Tender and the words, **“Do Not Open Before 15<sup>th</sup> July, 2020 or** as specified in the Invitation to Tender.

3.23.3 If the envelopes or packages are not sealed and marked as required by this paragraph, NuPEA will assume no responsibility whatsoever for the Tender's misplacement or premature opening. A tender opened prematurely for this cause will be rejected by NuPEA and promptly returned to the Tenderer.

### **3.24 Deadline for Submission of Tenders**

3.24.1 Tenders must be received by NuPEA by the time and at the place specified in the Invitation to Tender.

3.24.2 NuPEA may, at its discretion, extend this deadline for submission of Tenders by amending the tender documents in accordance with *paragraph 3.7*, in which case all rights and obligations of NuPEA and the Tenderer previously subject to the initial deadline, will therefore be subject to the deadline as extended.

### **3.25 Modification and Withdrawal of Tenders**

3.25.1 The Tenderer may modify or withdraw its Tender after it has submitted, provided that the modification, including substitution or withdrawal of the Tender is received by NuPEA prior to the deadline prescribed for submission of tenders.

3.25.2 No Tender may be modified after the deadline for submission of Tenders.

3.25.3 No Tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period during which the Tender must remain valid except where NuPEA extends the initial validity period. Any withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Tender Security except where NuPEA extends the initial validity period.

### **3.26 Opening of Tenders**

3.26.1 NuPEA shall open all Tenders promptly at the date and time specified in the NuPEA advertisement and at the location specified in the Invitation to Tender or as may otherwise be indicated.

3.26.2 The Tenderer's names, tender modifications or withdrawals, the presence or absence of requisite Tender Security and such other details as NuPEA, at its discretion, may consider appropriate, will be announced at the opening.

3.26.3 At the Tender opening, tender prices, discounts, and such other details as NuPEA, at its discretion, may consider appropriate will be read out.

3.26.4 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

### **3.27 Process to be Confidential**

3.27.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising there-from shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.

3.27.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time NuPEA notifies the successful bidder(s). In any event, official disclosure by NuPEA of any information upon conclusion of that process may

only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.

3.27.3 Any effort by a Tenderer to influence NuPEA or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

### **3.28 Clarification of Tenders and Contacting NuPEA**

3.28.1 To assist in the examination, evaluation and comparison of Tenders NuPEA may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered, or permitted.

3.28.2 The Tenderer is required to provide timely clarification or substantiation of the information that is essential for effective evaluation of its qualifications. It is the responsibility of the Tenderer to provide in writing the clarification or substantiation which should reach NuPEA within five (5) days from the date of NuPEA's query. Such writing may include by electronic mail or postal mail. Should there be no conclusive response within this period, it shall result in the Tenderer's disqualification.



- 3.28.3 Save as is provided in this paragraph and *paragraph 3.26* above, no Tenderer shall contact NuPEA on any matter related to its Tender, from the time of the tender opening to the time the successful Tenderer is announced.
- 3.28.4 Any effort by a Tenderer to influence NuPEA in its decisions on tender evaluation, tender comparison, tender recommendation(s) or signing of Agreement may result in the disqualification of the Tenderer.

### **3.29 Preliminary Evaluation and Responsiveness**

- 3.29.1 Prior to the detailed Technical and Financial evaluation, NuPEA will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. NuPEA's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 3.29.2 NuPEA will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in *Section VII, Evaluation Criteria*.
- 3.29.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by NuPEA and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

### **3.30 Minor Deviations, Errors or Oversights**

- 3.30.1 NuPEA may waive any minor deviation in a Tender that does not materially depart from the requirements of the services set out in the Tender Document.
- 3.30.2 Such minor deviation -  
*3.29.2.1 shall be quantified to the extent possible,*  
*3.29.2.2 shall be taken into account in the evaluation process, and,*  
*3.29.2.3 shall be applied uniformly and consistently to all qualified Tenders duly received by NuPEA.*
- 3.30.3 NuPEA may waive errors and oversights that can be corrected without affecting the substance of the Tender.

### **3.31 Technical Evaluation and Comparison of Tenders**

- 3.31.1 NuPEA will further evaluate and compare the Tenders that have been determined to be substantially responsive, in compliance to the Details of Services set out in the Tender Document and as per the prescribed Evaluation Criteria.
- 3.31.2 The Operational Plan is a critical aspect of the Tender. NuPEA requires that the Services shall be performed at the time specified in the Schedule of Requirements. NuPEA's evaluation of a tender will also take into account the Operational Plan proposed in the Tender. Tenderers offering to perform longer than NuPEA's required delivery time will be treated as non-responsive and rejected.

### **3.32 Financial Evaluation**

- 3.32.1 The financial evaluation and comparison shall be as set out in the Summary of Evaluation Process. The comparison shall be
- a) of the prices including all costs as well as duties and taxes payable on all the materials to be used in the provision of the Services;
  - b) deviations in Payment Schedule from that specified in the Special Conditions of Contract.
- 3.32.2 Where other currencies are used, NUPEA will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

### **3.33 Preferences**

- 3.33.1 Subject to availability and realization of the applicable international or local standards, only such manufactured articles, materials or supplies wholly mined and produced in Kenya shall be subject to preferential procurement.
- 3.33.2 Despite the above provisions, preference shall be given to —
- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
  - (b) firms where Kenyans are shareholders.

- 3.33.3 The threshold for the provision under **3.30.2 (b)** shall be above fifty-one percent of Kenyan shareholders.
- 3.33.4 In the evaluation of tenders, exclusive preference shall firstly be given to citizen contractors where the amount of the tender as evaluated is below Ksh. 500 Million in respect of services.
- 3.33.5 Where a person is entitled to more than one preference scheme, the scheme with the highest advantage to the person shall be applied.
- 3.33.6 For purposes of this paragraph, the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. Nuclear Power and Energy Agency reserves the right to subject the certificate to authentication.

### **3.34 Debarment of a Tenderer**

A Tenderer who gives false information in the Tender about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **3.35 Confirmation of Qualification for Award**

- 3.35.1 NuPEA may confirm to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.35.2 The confirmation will take into account the Tenderer's financial, technical, and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **paragraph 3.13** as well as confirmation of such other information as NUPEA deems necessary and appropriate. This may include factory, office and other facilities inspection and audits.
- 3.35.3 An affirmative confirmation will be a prerequisite for award of the contract to the Tenderer. A negative confirmation will result in rejection of the Tenderer's Tender, in which event NuPEA will proceed to the next lowest compliant

evaluated responsive tender to make a similar confirmation of that Tenderer's capabilities to perform satisfactorily.

### **3.36 Award of Contract**

3.36.1 NuPEA will award the contract to the successful Tenderer whose Tender has been determined to be substantially responsive, compliant with the evaluation criteria and has been determined to be the lowest evaluated tender, and further, where deemed necessary, that the Tenderer is confirmed to be qualified to perform the contract satisfactorily.

3.36.2 Award will be done as indicated in the *Appendix to Instructions to Tenderers*.

### **3.37 Termination of Procurement Proceedings**

3.37.1 NuPEA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.37.2 NuPEA shall give prompt notice of the termination to the Tenderers, and, on request from any Tenderer, give its reasons for termination within fourteen (14) days of such request.

### **3.38 Notification of Award**

3.38.1 Prior to the expiration of the period of tender validity, NuPEA shall notify the successful Tenderer in writing that its Tender has been accepted.

3.38.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

3.38.3 Simultaneously, and without prejudice to the contents of *paragraph 3.27*, on issuance of Notification of Award to the successful Tenderer, NuPEA shall notify each unsuccessful Tenderer.

3.38.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by NuPEA prior to the expiry of its stated validity period.

### 3.39 Signing of Contract

- 3.39.1 At the same time as NuPEA notifies the successful Tenderer that its Tender has been accepted, NUPEA will send the Tenderer the Contract Agreement provided in the Tender Document together with any other necessary documents incorporating all agreements between the Parties.
- 3.39.2 Within fourteen (14) days of the date of notification of award, the successful Tenderer shall only sign the Contract Form and all the documents specified in that Form and return them to NuPEA within that period of fourteen (14) days.
- 3.39.3 NuPEA shall sign and date the Contract in the period between not earlier than fourteen (14) days from the date of notification of contract award. Further, NuPEA shall not sign the contract until and unless the authentic performance security is received in accordance with *paragraph 3.38*.
- 3.39.4 Failure of the successful Tenderer to sign the Contract, the award shall be annulled and its tender security forfeited in which event NuPEA shall notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.39.5 *Paragraph 3.35* together with the provisions of this *paragraph 3.38* will apply with necessary modifications with respect to the Tenderer notified under *sub-paragraph 3.37.4*.

### 3.40 Performance Security

- 3.40.1 Within fourteen (14) days of the date of notification of award from NuPEA, the successful Tenderer shall furnish NuPEA with a Performance Security which shall be either one or a combination of the following:
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document;
  - b) For Local bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid/borne by the Tenderer. The LC must contain all the mandatory conditions of payment to NUPEA as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document;
  - c) For Foreign bidders, Standby Letters of Credit (LC) confirmed by a bank in Kenya. All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid/borne by the Tenderer.

The LC must contain all the mandatory conditions of payment to NUPEA as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.

- 3.40.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 3.40.3 The Performance Security shall be the sum of **ten percent (10%)** of the contract value. It shall be in the currency of the contract price.
- 3.40.4 NuPEA shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the successful Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from NuPEA. The period for response shall not exceed three (3) days from the date of NuPEA's query. Should there be no conclusive response by the Bank within this period, such successful Tenderer's Performance Security may be deemed as invalid.
- 3.40.5 Failure of the successful Tenderer to furnish an authentic Performance Security on time, the award shall be annulled and the Tender Security forfeited, in which event NuPEA may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 3.40.6 *Paragraphs 3.37, 3.38* together with the provisions of this *paragraph 3.39* will apply with necessary modifications, and as far as circumstances permit, with respect to the Tenderer notified under *sub-paragraph 3.38.4*.

### **3.41 Corrupt or Fraudulent Practices**

- 3.41.1 NuPEA requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present Regulations, the following terms are defined as follows: -
- a) ***“Corrupt practice”*** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - b) ***“Fraudulent practice”*** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NuPEA, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish tender prices at

*artificial non-competitive levels and to deprive NuPEA of the benefits of free and open competition.*

- 3.41.2 NuPEA will nullify its notification of award if it determines that the Tenderer recommended has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 3.41.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	3.2.1 Eligible Tenderers	Registered Insurance Brokerage Firms by Insurance Regulatory Authority.
2.	3.3 Joint Venture	Not Applicable
3.	3.5.1(f) Project Implementation Schedule	Not Applicable
4.	3.5.1(n) Recommended Underwriter's Authorization Form	Recommended Underwriter's Authorization Form i.e. Letter(s) from Recommended Underwriter(s) on their original letterhead(s) to each participating Tenderer with a summary of premiums/excesses/terms of all the policies quoted for and indicating that they shall comply with the Schedule of Requirements together with the Details of Services in the exact form and content as specified in this Tender Document. The letters to be signed by the <b>Principal Officer</b> of the Recommended Underwriter.
5.	3.5.1(o) Warranty	Not Applicable
6.	3.10 Tender Form	To be completed by Tenderers in the exact form and content as specified in this Tender Document.
7.	3.11 Tender Prices	(i) Price Schedules to be completed by Tenderers in the exact form and content as specified in this Tender Document and prices inclusive of all taxes where applicable.  (ii) Prices and underlying premium rates shall remain fixed for the duration of the contract except where a new employee/board member joins the Agency, a new equipment, motor vehicle is procured then the rates will be on pro rata basis. Any variation in prices and underlying premium rates within the contract period shall be



	<p>treated as a default in obligations. However, sums insured under the policies may be adjustable and reviewed from time at the discretion of NuPEA. For all declaration policies i.e. Employers Liability, Group Life/WIBA 2007, Fire (Consequential Loss), tenderers to indicate the maximum declaration premiums payable on initial risk premium as at end of the contract period.</p> <p>(iii) Tenderers shall recommend <b>only one underwriter per policy</b>. Where a tenderer provides quotations from more than one underwriter for any policy, the tenderer's tender shall be treated as non-responsive;</p> <p>(iv) The Tenderer's price quotation for each policy shall exactly match the supporting price quotation from the recommended underwriter. <b>Any variation between the tenderer and their recommended underwriter's price quotations shall be treated as non-responsive;</b></p> <p>(v) Tenderers shall deem each policy on an individual basis unless where specifically grouped for purposes of prudence in underwriting or as prescribed in this Tender Document;</p> <p>(vi) Where policies are subject to co-insurance arrangements as prescribed in this Tender Document it shall be the responsibility of the successful Tenderer to facilitate the composition of the co-insurers and to deposit the co-insurance memorandum with NuPEA. Tenderers to submit summary listing of proposed co-insurers for all the co-insurance policies;</p> <p>(vii) It shall be the responsibility of Tenderers and their Recommended Underwriters to ensure that the premium rates quoted are in conformance</p>
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		<p>with reinsurance treaties in force and that such treaties shall not be restrictive with regard to premium rates, premiums quoted and or prejudicial to NuPEA in the event of a claim;</p> <p>(viii) It shall be the responsibility of Tenderers and their Recommended Underwriters to ensure that the premium rates quoted are acceptable to the Insurance Regulatory Authority and that NuPEA shall not be prejudiced in any way whatsoever;</p> <p><b>(ix) Tenderers and or their Recommended Underwriters shall at no time submit any conditional terms or restrictions with regard to placement, co-insurance, reinsurance or accommodation terms – such tenders will be treated as non-responsive.</b></p>
8.	3.9 (e) Professional Indemnity Cover	<p>Submission of Professional Indemnity Cover for a minimum limit KShs 80 million, issued by a local insurance company and valid as at the tender closing date together with a copy of the policy document and applicable endorsements as well.</p> <p>However, upon award of contract, the cover shall be extended to be valid for the entire contract duration</p>
9.	3.13.2 (a) Recommended Underwriter's Authorization Form	<p>Recommended Underwriter's Authorization Form: These are to be strictly in the form and content as prescribed in this Tender Document and are to be signed by the Principal Officer of the Recommended Underwriter.</p>
10.	3.13.2 (b) Financial Capacity of Recommended Underwriters	<p>This is to be determined at the Technical and Financial Evaluation Stage of Evaluation as described in this Tender Document</p>
11.	3.13.4 Unsatisfactory or Default in Performance Obligations	<p>This shall apply to both Tenderers and Recommended Underwriters and is specific to each policy at evaluation and or award.</p>

12.	3.17 Tender Security	<p>(i) The Tender Security for the Tenderer shall be a fixed amount of <b>Kshs. 500,000/=</b>;</p> <p>(ii) The Tender Security shall be an original bank guarantee that is strictly in the form and content as prescribed in this Tender Document i.e. Standby Letters of Credit and Non-Bank Guarantees are not acceptable;</p> <p>(iii) The Tender Security shall be valid for a minimum of <b>150 days</b> after tender closing date;</p> <p>(iv) The original Tender Security shall be attached to the tender document and deposited at the Tender Box at the main reception of Nuclear Power and Energy Agency on 2nd Floor Kawi Complex, wing “C” on or before the tender closing date and time specified in the Invitation to Tender. A Tender Security submitted later than the prescribed deadline shall not be accepted and shall lead to the disqualification of the Tenderer.</p> <p>(v) The envelope containing the original Tender Security must be marked with the <b>Tender Number</b> and <b>Tender Name</b> and the words “<b>Do Not Open Before 15<sup>th</sup> July, 2020 at 10.00 a.m.</b>” NUPEA shall not assume responsibility for the loss or misplacement of any Tender Security not so marked;</p>
13.	3.20 Number of Sets and Tender Format	There will be <b>one original</b> and <b>two copies</b> document submitted.
14.	3.21 Preparation and Signing of Tender	The Original Tender shall be typed or written in indelible ink. They shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract
15.	3.22 Sealing and Outer Marking of Tenders	<p>Completed tender documents should be enclosed in plain sealed envelopes bearing no identification of the Tenderer and clearly marked only as: -</p> <p><b>“TENDER NO. NuPEA/OT/DHRA/003/19-20 FOR PROVISION OF INSURANCE</b></p>

		<b>SERVICES.</b>
16.	3.25 Opening of Tenders	Tenders will be opened promptly after closing date on 18/03/2020 at 10.00 am in the presence of the Tenderer's or their representatives who choose to attend at NuPEA's Boardroom on 4th Floor, Kawi Complex, Block "C" and bidders are encouraged to participate
17.	3.28 Preliminary Evaluation and Responsiveness	This shall be undertaken in accordance with Preliminary Evaluation Criteria as set out under the Evaluation Criteria. Tenderers who pass this stage of evaluation shall proceed to Financial Evaluation and Comparison of Tenders
18.	3.30 Technical Evaluation and Comparison of Tenders	(i) This shall involve a detailed technical evaluation of Bidders as well as Recommended Underwriters with regard to the mandatory and technical requirements as set out in the Evaluation Criteria; (ii) Recommended bidders and Underwriters who fail to satisfy the evaluation criteria at this stage of evaluation shall not be considered for further evaluation and or award of policies;
19.	3.30.2 Operational Plan	Not Applicable
20.	3.31 Financial Evaluation	This shall be as set out under Evaluation Criteria in this Tender Document and shall involve a consideration of the following, for each policy:  (i) Premiums and premium rates quoted for each category (ii) Excesses, Deductibles and Free Cover Limits Quoted vis a vis the Schedule of Requirements;  (iii) Responsiveness of Recommended Underwriters (quotes of underwriters).  (iv) Confirmation that premiums quoted by the Tenderers exactly match premiums quoted by Recommended Underwriters' as evidenced by the Recommended Underwriters' Authorization Form

		<p>and Supporting Quotations on original letterhead;</p> <p>(v)Combination of Policies, where applicable, and at the discretion of NuPEA;</p> <p>(vi)Consideration of the performance history with regard to contractual obligations of both Tenderers and Recommended Underwriters, specific to each policy;</p> <p>(vii)Equitable and prudent portfolio balance and distribution with regard to total number of policies and total value of award. In applying this, NuPEA shall only reallocate the lowest valued policy award for any Tenderer to the next compliant Tenderer;</p> <p>(viii) Any material deviations from specifications in the Schedule of Requirements and Details of Service;</p> <p>(ix) The presence of any restrictive conditions, warranties and conditional placement imposed by the Recommended Underwriter;</p>
21.	3.32 Preferences	Not Applicable
22.	3.35 Award of Contract	<p>(i) Award of Contract, in the first instance, shall be on policy by policy basis unless specifically provided for either in the Schedule of Requirements or Evaluation Criteria;</p> <p>The Procuring Entity however retains the right and discretion to waive or amend any of the above requirements subject to prevailing circumstances at evaluation, provided that such amendment and or waiver is applied fairly, equitably, consistently and above all serves the interest of NuPEA.</p>
23.	3.38 Signing of Contract	A tenderer who fails to sign a contract as required will forfeit their tender security.

24.	3.39 Performance Security	<p>(i) This shall be an original bank guarantee that is strictly in the form and content as prescribed in the Tender Document;</p> <p>(ii) The Performance Securities shall be of an amount equal to <b>ten percent (10%)</b> of the total premiums awarded for the entire contract duration</p> <p>(iii) Successful Tenderers (Brokers) shall furnish a Performance Security of <b>10%</b> of the total premiums awarded for the entire contract duration and including estimated declaration premiums payable, where applicable;</p>
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## SECTION V - SCHEDULE OF REQUIREMENTS

### Part A – Insurance Portfolio/Costing Information

#### 4.1. Air Travel Insurance

Provides coverage for employees and Board members while traveling overseas on official business. Coverage to include emergency repatriation, extra accommodation expenses, emergency cash, legal advice and expenses, missed departures on outward journeys, personal accident, personal liability, delayed travel and luggage, cancelled/curtailed trip, loss of luggage, loss of money and passport replacement.

**The cover is for fifty (50) persons to various destinations around the world for an average of seven (7) days per travel.**

Coverage to also include hijack, acts of terror and personal liability while abroad.

The policy to be written on a declaration basis, with premium payable on at least quarterly basis e.g.

Number of days travelled **01.07.2018 – 30.06.2019 = 670 days**

Estimated Premium **01.07.2018 – 30.06.2019 = Kshs. 456,000.00**

Excess: Maximum \$150 or in the case of time franchise, maximum 6 hours

Cancellation Notice: 60 days

**Tenderers to quote annual deposit premium amount and premium rate per person per day. However, the basis of evaluation shall only be the premium rate per person per day. Further tenderers should take into account the average number of days travelled per year indicated above to provide realistic deposit premium quotations.**

**Tenderers who fail to provide the two quotations will not be evaluated at financial stage of evaluation.**

Where quoted in currency other than Kenya Shillings, for purposes of financial evaluation, the conversion shall be based on the Central Bank of Kenya Selling Exchange Rate on the tender closing date.

**Table 4.1.1: Proposed Air Travel Limits**

<b>No.</b>	<b>Benefit Category</b>	<b>Benefit</b>	<b>Limits</b>	<b>Excess</b>
1.	Alternative Employee, Resumption of Assignment	Alternative Employee, Resumption of Assignment	318,000	Nil
2.	Emergency Assistance	Legal Assistance Abroad	159,000	Nil
		Premature Return	159,000	Nil
3.	Hijack, Kidnap and Wrongful Detention	Hijack	106,000	4 hours
		Kidnap, Wrongful Detention	7,950,000	4 hours
4.	Loss of Deposit, Trip Cancellation or Curtailment	Cancellation or Curtailment	265,000	10,600
		Loss of Deposit	212,000	10,600
5.	Luggage, Trade Samples, Personal Effects and Money	Loss or Theft	212,000	5.200
		Travel Delay	21,200	6 hours
6.	Medical Expenses	Accompanying Family Member	159,000	Nil
		Coffin Expense	137,800	Nil
		Follow up Treatment in Kenya	159,000	Nil
		Medical Evacuation Expenses	3,180,000	Nil
		Medical Expenses	2,120,000	10,600 Outpatient only
7.	Personal Accident	Death, Disability or Injury	6,360,000	Nil
		Education Fund Supplement per Child	79,500	Nil
		Spousal Accidental Death	265,000	Nil
8.	Personal Liability (Per Event)	Bodily Injury	31,800,000	15,900
		Material Damage	31,800,000	15,900



## 4.2 All Risks Insurance (Computers & Allied Equipment)

Indemnity against any unforeseen physical loss of or damage to computers, accessories and allied equipment including laptops, iPads and mobile phones, from any causes whatsoever at various locations countrywide. Coverage for portable items to extend to include worldwide coverage.

Sum Insured: Shs. 21,950,000.00 as tabulated below:

**Table 4.2.1**

No	Description	Serial No		Quantity	Value (Kshs)
<b>DESKTOPS COMPUTERS</b>		<b>CPU</b>	<b>MONITOR</b>	<b>35</b>	<b>3,800,000.00</b>
1	HP	4CE9251N1W	CNC8490BHB		
2	Dell Optiplex 5040	CVYXYC2	CN-00RDRX-72872-638-D08D-A00		
3	HP-Bang & Olufsen	8CQ746008Y			
4	Lenovo	PBCN402	VNBP397		
5	Lenovo	PBCN402	3CQ0440H88		
6	Mac OS	C02W26CMJ1GG			
7	Dell Optiplex 5040	CW40ZC2	CN-00RDRX-72872-62F-CE5U-A00		
8	Dell Optiplex 5040	CV50ZC2	CN-00RDRX-72872-62F-A4WU-A00		
9	Dell Optiplex 5040	CTR12CQ	VNBPFMT		
10	Dell Optiplex 5040	CVR3ZC2	VNBPFMK		
11	Lenovo	PBCN372	VNBPF9N		
12	Lenovo	PBCN205	VNBPF91		
13	Lenovo	PBCN367	CN-00RDRX-72872-62F-E1KU-A00		
14	Dell	PBCN376	CN-0T9Y04-72872-653-AW6B-A00		
15	Dell	CV2YYC2	CN-00RDRX-72872-638-C2YD-A00		
16	Dell	PBCN395	CN-0T9Y04-72872-653-AUYB-A00		
17	Lenovo	PBCN177	VNBPA7		
18	Lenovo	PBCN404	VNBPF9K		

19	Lenovo	PBCN371	VNBP38Y		
20	Dell Optiplex 5040	CV3ZYC2	CN-0T9Y04-72872-653-AVUB-A00		
21	HP	PBCN381	VNBPAFN		
22	Dell	CVX3ZC2	CN-OORDRX-72872-62F-AYUU-AOO		
23	Lenovo	PBCN373	CN-00RDRX-72872-62F-CJ7U-AOO		
24	Dell Optiplex 5040	CVJYYC2	CN-00RDRX-72872-638-D02D-A00		
25	HP	4CE0470WHB	VNBPAFB		
26	Lenovo	PBCN361	VNBPFA7		
27	Lenovo	PBCN358	VNBPF9Z		
28	HP	CZC650B56J	VNBPFA9		
29	Dell	CVG4ZC2	CN-00RDRX-72872-638-D08D-A00		
30	HP	CVB2ZC2	VNBPFM9		
31	Lenovo	PBCN374	VNBPFMD		
32	Lenovo	PBCN402	VNBP397		
33	HP Desktop	CW95ZC2	3CQ04513DM		
34	Dell Desktop	CW04ZC2	CN-00RDRX-72872-639-CLED-A00		
35	Lenovo	PBCN365	VNBPFMA		
<b>No</b>	<b>Description</b>	<b>Serial No</b>		<b>Quantity</b>	<b>Value (Kshs)</b>
	<b>LAPTOPS</b>			<b>79</b>	<b>10,000,000.00</b>
1	Mac book pro	C1MRP4W9DTY3			
2	Hp Probook 430 G6	5CD93605QQ			
3	HP Envy	8CG8305P1J			
4	Hp Probook 430 G6	5CD93605NB			
5	HP Envy	8CG8371C28			
6	Hp Probook 430 G6	5CD93605JM			
7	Mac book	SC02Y4BU6JHC9			
8	Mac book	-			
9	HP Probook	5CD93042R1			
10	Hp Notebook	CND6381D33			
11	Hp Probook 430 G6	5CD93605Q8			
12	Hp Probook 430 G6	5CD93605PY			
13	Hp Probook 430 G6	5CD93605PD			
14	HP Probook 450 G6	5CD93042NJ			
15	Hp Probook 430 G6	5CD93605P2			
16	Hp Probook 430 G6	5CD93605M4			

17	HP Probook 450 G6	5CD93042NZ
18	Hp Probook 430 G6	5CD93605PD
19	Hp Probook	5CD91351B9
20	HP Probook 450 G6	5CD93042PW
21	HP Probook 450 G6	5CD93042PL
22	HP Probook 450 G6	5CD93042PF
23	Hp Probook 430 G6	5CD93605KF
24	HP Probook 450 G6	5CD936042PR
25	Hp Probook 430 G6	5CD93605PC
26	HP Probook 430 G6	5CD93605PH
27	HP Probook 430 G6	5CD93605L7
28	HP Probook 450 G6	5CD93042R1
29	HP Probook 450 G6	5CD93042QK
30	HP Probook 450 G6	5CD93042QC
31	Hp Probook 430 G6	5CD93605NY
32	HP Probook 450 G6	5CD93042R6
33	Hp Notebook	CND6381CYF
34	HP Probook	5CD7216L26
35	HP Probook 450 G6	5CD93042P5
36	Macbook pro	SC02Y4BV9JHC9
37	Hp Notebook	8CG83040Q5
38	Hp Probook 430 G6	5CD93605P7
39	HP	8CG82433TL
40	Hp Probook 430 G6	5CD93605PF
41	Hp Probook 430 G6	5CD93605K1
42	Hp Envy	8CG83120LX
43	Hp	5CD9135LH7
44	Hp Probook 430 G6	5CD93605PZ
45	Hp Probook 430 G6	5CD93605K9
46	Hp Notebook	CND638CSY
47	Hp Probook 430 G6	5CD93605JX
48	Hp Probook 430 G6	5CD93605QL
49	Hp Probook 430 G6	5CD93605NZ
50	HP Probook 450 G6	5CD93042PG
51	HP Notebook	CND6381DTB
52	HP	5CD9305W7D
53	Hp Probook 430 G6	5CD93605JB
54	Hp Probook 430 G6	5CD9135LC4
55	Hp Probook	5CD9135L17
56	Hp Probook 430 G6	5CD93605PN
57	HP	5CD9294NTW
58	HP	8CG8340H1F
59	HP Envy	8CG8305P9G
60	HP Probook	5CD9135L41
61	Hp Probook 430 G6	5CD93605KR
62	Hp Probook 430 G6	5CD9135LBG
63	HP Probook 450 G6	5CD93042Q9

64	Mac book pro	C1MRWOQYDTY3		
65	Hp Probook 430 G6	5CD93605PR		
66	Hp Probook	5CD9135L30		
67	HP Notebook	5CD7125796		
68	Mac book pro	SC02Y4BWEJHC9		
69	Hp Notebook	CND7010LGD		
70	HP Probook 450 G6	5CD93042QQ		
71	Hp Probook 430 G6	5CD9135LBG		
72	Lenovo	PFOLS250		
73	Lenovo	CB33832211		
74	Hp	CND6381DR1		
75	HP	CND6381DHM		
76	Hp	5CD5136M1C		
77	Hp	5CD71257B4		
78	Macbook pro	SC02Y4BWEJHC9		
79	Hp Envy	8CG8275RB3		
<b>No</b>	<b>Description</b>	<b>Serial No</b>	<b>Quantity</b>	<b>Value (Kshs)</b>
<b>IPAD</b>			<b>20</b>	<b>1,750,000.00</b>
1	Mac Ipad	GCGV21AJHJM		
2	Ipad pro	DMPH10FH258		
3	Mac Ipad	-		
4	Ipad	DMPZ41WJF8G		
5	Ipad	DMPZ427AJF8G		
6	Ipad	F9FTW103HIJL		
7	Ipad	355240/08/400954/0		
8	Ipad	F9FTWORFHIJL		
9	Mac Ipad	-		
10	Ipad	DMPZ421JJF8G		
11	Ipad	GCTV51LTHIJL		
12	Ipad	GCGV215EHLJM		
13	Ipad pro	DMPRJAAFH258		
14	Ipad pro	DMPTG2YKH258		
15	Ipad pro	DMPTG1XQH258		
16	Ipad pro	DMPTG15WH258		
17	Ipad pro	DMPTGOZNH258		
18	Ipad pro	DMPTGOU5H258		
19	Ipad pro	DMPZ41TWJF8G		
20	Ipad	GG7Y8548JF89		
<b>No</b>	<b>Description</b>	<b>Serial No</b>	<b>Quantity</b>	<b>Value (Kshs)</b>
<b>LIGHT DUTY PRINTER</b>			<b>16</b>	<b>2,000,000.00</b>

1	H.P printer laser jet pro 400	CNB8D5B565		
2	Hp Laserjet pro 276 Mfp276nw	CNB8D5BS61		
3	HP Laserjet 477 mfp	VNB8J65382		
4	HP Laserjet 477 mfp	VNB8K2C93L		
5	HP Laserjet 477 mfp	VNB8K2N2ND		
6	HP printer	CNH9DCC0X7		
7	Hp Laserjet 400	CNB8D5B53Y		
8	Hp Laserjet 477 mfp	VNB8J2LJX0		
9	Hp Laserjet 477 mfp	VNB8K2n2Z2		
10	Hp Color Laserjet Printer MFP M479fdw	CNBMM8838D		
11	h.p laser jet 400mfp mM475dn	CNB8D56S10		
12	HP laserjet printer 200 mfp 276nw	CND8F696MG		
13	Hp Laserjet 477mfp	VNB8K2N2NR		
14	h.p laser jet 400mfp mM475dn	CND8G4G799		
15	Kyocera ECOSYS M8124cidn	VXX0108594		
16	Kyocera ECOSYS M8124cidn	VXX9606090		
<b>No</b>	<b>Description</b>	<b>Serial No</b>	<b>Quantity</b>	<b>Value (Kshs)</b>
<b>HEAVY DUTY PRINTER</b>			<b>2</b>	<b>2,400,000.00</b>
1	Kyocera Task Alfa 6003i	RFR9500651		
2	Kyocera Task Alfa 6003i	RFR9500643		
<b>No</b>	<b>Description</b>	<b>Serial No</b>	<b>Quantity</b>	<b>Value (Kshs)</b>
1	ProLiant DL380p Gen8	CZ3434BAWJ	<b>3</b>	<b>2,000,000.00</b>
2	ProLiant DL380p Gen8	CZ3434BAWL		
3	ProLiant DL380p Gen8	CZ3434BAWH		

### 4.3 Directors & Officers Liability Insurance

Provides indemnity for claims against Directors and Officers/Managers for their wrongful acts attributable to negligence, errors, omissions and commissions in executing their mandate at NuPEA.

Annual Limit of Liability – Shs 30 million

No. of Directors and Managers – Eight (8)

Cancellation Notice: Minimum sixty (60) days.

#### **4.3.1 (a) Extensive Clauses**

1. Advancement of defense and claim costs
2. Past, present and future directors
3. Loss of documents
4. Spousal interest
5. Discovery period – 36 months
6. Employment practices liability
7. Automatic cover for subsidiaries whose assets exceed 10% of the total insured assets
8. Discrimination – race, creed, sex, age or sexual preference
9. Libel and slander
10. Insured versus insured for
11. Liquidator/receiver actions (direct or derivative)
12. Claims by former directors, officers or employees
13. Cross-Liability

#### **4.4. Employers Liability Insurance (Common Law)**

Indemnity against NuPEA's legal liabilities to employees arising from death or bodily injury and or illness arising out of and in the course of employment during the period of the policy.

A claim shall be deemed properly notified to the insurer upon receipt and forwarding of demand letter and or summonses to enter appearance to the broker and or insurer.

##### **4.4.1 (a) Limits of Liability:**

- Any One Person – Shs 10,000,000/=
- Any One Occurrence – Shs 50,000,000/=
- Any One Year - Unlimited

Excess: NIL

Cancellation Notice: Minimum sixty (60) days

Tenderers to indicate maximum declaration premium payable on risk premium as at end of contract period.

**4.4.2 (b) Extensive Clauses**

1. Riot, strike and civil commotion
2. Travel to and from work, social, sporting activities including use of motor vehicles
3. Deletion of Exception K
4. Arbitration
5. Declaration Clause - Upward adjustment up to 33 1/3%, downward adjustment 50%

**4.5 Group Life Assurance (with WIBA 2007, Last Expense & Critical Illness Cover)**

Provides compensation to employees and/or their dependants in the event of death from whatever cause and or accidental injury or occupational illness and on diagnosis of critical illness. Coverage to be on 24-hour basis.

The policy to be written on a unit rate basis and premium rates to be indicated for each of the benefit categories.

Tenderers to quote premium rates for all benefit clusters under the policy.

Policy subject to annual declaration of earnings/premium and adjustment of risk premium subject to 33 1/3% upward adjustments and 50% downward adjustment.

No maximum limit for Critical Illness Cover.

Tenderers to indicate maximum declaration premium payable on risk premium as at end of the contract period.

Cancellation Notice: Minimum sixty (60) days

Free Cover Limit: Minimum Shs 10 million

No Waiting Period for Critical Illness i.e. claim attaches immediately upon diagnosis of insured condition.

Claims with disability awards of 5% or less to be discharged without requirement of medical re-examination.

Partial discharge and settlement of <sup>48</sup> accidental medical expenses and temporary total disability claims on a quarterly basis.

**4.5.1 (a) Extensive Clauses**

1. Accumulation limit Shs 50 million
2. Age limit: 16 – 70 years
3. Disappearance clause, maximum 1 year
4. Declaration premium clause, with upward adjustment 33.33%, downward adjustment 50%
5. Worldwide cover
6. Exposure clause
7. Hijack clause
8. Mountaineering, excluding use of ropes and guides
9. Payment on account
10. Riot, strike and civil commotion
11. Trustees' clause
12. Use of motor cycles up to 750cc
13. Duty or pleasure
14. Including aviation risks whilst in owned or leased aircraft
15. Automatic addition/deletion clause
16. 24-hour cover
17. Deletion of active in service clause
18. Including acts of terror

**Table 4.5.2 (b): Summary of Staff Details as at 30<sup>th</sup> June, 2020**

No.	Staff Category	No. of Staff	Basic Salary (p.a.) Shs	Gross Earnings(p.a.) Shs
1.	Permanent	6	11,307,948.00	17,390,928.92
2.	3 Year Contract	72	151,361,186.00	236,724,000.24
	<b>Totals</b>	<b>79</b>	<b>164,543,904.00</b>	<b>254,114,929.16</b>

**Table 4.5.3(c) - Policy Cover Structure**

No.	Insurance cover	Benefit Description	No of staff	Annual basic salary	Annual gross earning
1	Permanent Death /Total Disability from occupational accidents or diseases Other compensation as	96 months gross earning	79	<b>164,543,904.00</b>	<b>254,114,929.16</b>



	per WIBA				
2	Death of a staff while in employment- Group Life Scheme	48 months Gross salary	79	-	<b>254,114,929.16</b>
3	Staff last Expense- Funeral expenses	Ksh 300,000	79	-	-
4	(5)Board Members personal Accident Cover	2.6 million per year	Five (5) Board Members	-	-
5	Board Members group medical insurance cover	2,000,000 per Board member inpatient 100,000 outpatient per Board member	Five (5) Board Members	-	-

Pre-existing and chronic conditions so declared at cover inception shall be covered up to the policy limit(s).

**Table 4.5.4(d) – Compensation Framework**

<b>Nature Of Disablement</b>	<b>Compensation</b>	<b>Months</b>
Permanent disablement	Gross Earning Per Month	96
Death arising out of injury	Gross Earning Per Month	96
Other injuries	Based on Doctors report	96

**Table 4.5.5(e) – Dependant Compensation**

<b>DEATH BENEFITS TO DEPENDANTS</b>	<b>SALARY CALCULATION</b>	<b>NO OF MONTHS</b>
<b>GROUPLIFE COVER</b>	Gross Earnings	48

**b) Extensive Clauses:**

- Including Pre-existing<sup>50</sup> conditions, where so declared, up to policy limit
- Accumulation limit Shs 50 million
- Including Chronic illness
- Age – 80 years.
- Including optical up to outpatient limit
- Including dental illness up to outpatient limit.
- Private Rooms subject to policy limits.
- Disappearance clause
- Worldwide cover
- Exposure excluding aircrew duties
- Hijack clause
- Mountaineering, excluding use of ropes and guides
- Payment on account
- Riot, strike and civil commotion
- Trustees' clause
- 24 hours' duty or pleasure
- Including aviation risks
- Including acts of terror

#### **4.6 Group Medical Insurance (Board of Directors)**

Provides comprehensive medical insurance cover to 5 non-executive board members in the event of illness.

Cover to include all NHIF accredited hospitals.

Excess: NIL

Cancellation Notice: Minimum sixty (60) days.

##### **4.5.1 (a) Interest/Sum Insured:**

- Outpatient – Shs 100,000.00

- Inpatient – Shs 2 million per annum
- In Patient Bed/Room Limit – Minimum Shs 25,000.00 per day
- Last Expenses – Shs 100,000.00
- Dental- Shs. 50,000.00 per annum
- Optical- Shs. 50,000.00 per annum
- Maternity – Shs. 200,000.00 per annum

Excess: NIL

Dental and Optical up to Full Outpatient Limit i.e. No Sub-Limits within Outpatient Limit.

Pre-existing and chronic conditions so declared at cover inception shall be covered up to the policy limit(s).

A restricted cover will be treated as non-responsive at evaluation

### **Extensive Clauses**

1. Including pre-existing conditions, where so declared, up to policy limit
2. Including chronic illness
3. Including optical up to outpatient limit
4. Including dental illness up to outpatient limit
5. Private Rooms subject to policy limits
6. Accumulation limit Shs 50 million
7. Age limit: 16 – 70 years
8. Disappearance clause, maximum 1 year
9. Declaration premium clause, with upward adjustment 33.33%, downward adjustment 50%
10. Worldwide cover
11. Exposure clause
12. Hijack clause
13. Mountaineering, excluding use of ropes and guides
14. Payment on account
15. Riot, strike and civil commotion
16. Trustees' clause
17. Use of motor cycles up to 750cc
18. Duty or pleasure

19. Including aviation risks whilst in<sup>52</sup> owned or leased aircraft
20. Automatic addition/deletion clause
21. 24-hour cover
22. Deletion of active in service clause
23. Including acts of terror

Tenderers to indicate applicable premium rates for each of the benefit clusters

#### **4.7 Group Personal Accident Insurance (Board of Directors)**

Provides compensation for death or disablement, including incurred medical expenses and airfare, resulting from accidental bodily injury sustained by the insured's 5 non-executive board members.

Excess: NIL

Cancellation Notice: Minimum sixty (60) days.

##### **4.7.1 (a) Interests and Sums Insured**

- Permanent Total Disability – Maximum Shs 2 million per person per incident
- Accidental Death – Shs 2 million
- Medical Expenses – Maximum Shs 2 million per person per incident
- Gross pay- 2.6 million

##### **4.7.2 (b) Extensive Clauses**

1. Accumulation limit Shs 50 million
2. Age limit: 18 – 80 years
3. Disappearance clause
4. Worldwide cover
5. Exposure excluding aircrew duties
6. Hijack clause
7. Mountaineering, excluding use of ropes and guides
8. Payment on account
9. Riot, strike and civil commotion
10. Trustees' clause
11. 24 hours' duty or pleasure
12. Including aviation risks
13. Including acts of terror

Tenderers to indicate applicable premium rates for each of the benefit clusters.

#### 4.8 Motor Private Comprehensive Insurance (Staff)

Indemnity against loss of or damage to motor vehicles and legal liability to third parties arising out motor vehicles purchased by staff.

Private comprehensive cover on approximately 52 vehicles at an estimated value of Shs. 139,531,650.00 as tabulated below:

NO	REG NO.	MODEL	YEAR OF MANUF.	VALUE OF VEHICLE
1.	KCQ 446K	Land Rover Discovery 4	2010	5,000,000.00
2.	KCK 351V	Toyota Land Cruiser Prado TRJ150	2010	4,500,000.00
3.	KCM 293N	Toyota Land cruiser KDJ 150R	2011	5,150,000.00
4.	KCG 394Z	Mitsubishi Adc-V98w	2010	2,700,000.00
5.	KCQ 726J	Jaguar	2016	5,000,000.00
6.	KCR 424X	Toyota Harrier ACU30	2012	2,800,000.00
7.	KCN 935H	Mitsubishi Outlander CW4W	2010	1,570,000.00
8.	KCL 433V	Mitsubishi Outlander CW4W	2010	1,520,000.00
9.	KCR 658A	Mitsubishi RVR GA3W	2011	1,800,000.00
10.	KCQ 214R	Mitsubishi RVR GA4W	2012	1,880,000.00
11.	KCQ 948B	Mitsubishi Outlander Cw4w	2012	1,800,000.00
12.	KCG 805H	Toyota Harrier ACU30	2009	1,880,000.00
13.	KCJ 277H	Subaru Outback BR9	2009	1,500,000.00
14.	KCR 503D	Toyota Premio ZRT 260	2011	1,500,000.00
15.	KCR 273E	Toyota Premio ZRT 260	2012	1,550,000.00
16.	KCQ 073T	Toyota Premio ZRT 260	2011	1,470,000.00
17.	KCR 946D	Mazda Demio DE3FS	2011	700,000.00
18.	KCS 398K	Toyota Crown	2012	2,000,000.00
19.	KCR 704D	Mazda CX5 KEEFW	2012	2,200,000.00
20.	KCR 864K	Toyota Allion ZRT 261	2012	1,450,000.00
21.	KCR 962A	Toyota Rush J210E	2011	1,480,000.00
22.	KCQ 515S	Mercedes-Benz C200	2011	2,300,000.00
23.	KCQ 270S	Subaru Impreza Wagon GP3	2011	1,300,000.00
24.	KBA 525J	Nissan X-Trail Sport NT31	2009	950,000.00
25.	KCM 650W	Subaru Legacy BM9	2010	1,500,000.00
26.	KCN 490P	Toyota Hilux HI2 D-4D	2009	2,800,000.00
27.	KCQ 105N	Nissan X-Trail NT31	2011	1,000,000.00
28.	KCQ 882R	Subaru Forester SHJ	2011	1,880,000.00

NO	REG NO.	MODEL	YEAR OF MANUF.	VALUE OF VEHICLE
29.	KCM 123L	Toyota Vanguard ACA 38	2010	2,100,000.00
30.	KCV 672M	Volvo XC60	2012	2,850,000.00
31.	KCR 858Q	Ford Escape	2011	1,800,000.00
32.	KCR 711N	Nissan X-Trail NT31	2011	1,850,000.00
33.	KCK 818B	Subaru DbA-Br9	2009	1,650,000.00
34.	KCL756Q	Subaru Forester SHJ	2011	1,780,000.00
35.	KCR 827C	Mercedes-Benz C200	2011	2,300,000.00
36.	KCH 929W	Mitsubishi- DBA-CW5W	2010	2,120,000.00
37.	KCS 793B	Toyota Ractis	2012	950,000.00
38.	KCR 965N	Toyota Probox	2013	850,000.00
39.	KCT 844T	Toyota Axio- NZE 164	2012	1,220,000.00
40.	KBT 906A	Hyundai SANTAFE KMHSH	2012	2,070,000.00
41.	KCU 044K	Subaru Legacy BM9	2012	1,650,000.00
42.	KCU 092B	Honda Fit GP2	2012	890,000.00
43.	KCR 170H	Subaru Forester	2011	1,700,000.00
44.	KCS 404M	Toyota Land cruiser	2015	6,850,000.00
45.	KCV 055A	Subaru Forester	2012	2,260,000.00
46.	KCV 763V	Toyota Allion	2013	1,570,000.00
47.	KCX 746W	Mitsubishi- RVR	2013	1,810,000.00
48.	KCX 916J	Mitsubishi- RVR	2013	1,820,000.00
49.	KCS 583C	Mitsubishi-Outlander	2012	1,880,000.00
50.	KCW 521F	Toyota Sienta	2012	800,000.00
51.	KCY 029S	Mercedes-Benz	2013	2,530,000.00
52.	KCY 003W	Mercedes-Benz	2013	4,250,000.00

Coverage to extend to incorporate acts of terror.

**The winning firm will be requested to re-evaluate the value of the vehicles afresh.**

**No Blame No Excess**

Cancellation Notice – Minimum sixty (60) days.

#### **4.8.1 (a) Proposed Limits of Liability**

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing Charges – Shs 50,000.00
- Repair Authority – Shs 30,000.00
- Medical Expenses – Shs 100,000.00
- Radio Cassette- Shs. 50,000.00
- Stereo – Shs 50,000.00
- Windscreen – Shs 50,000.00
- Personal Effects – Shs 100,000.00 per incident
- Non-excess protection cover

#### **4.8.2 (b) Extensive Clauses**

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Passenger legal liability to insured's household
4. Liability for passengers acts of negligence
5. All Special perils
6. Riot, strike and civil commotion
7. Indemnity whilst vehicle is in the custody or use of a motor trader
8. Windscreen/window glass damage
9. Unspecified radio/stereo
10. Including acts of terror
11. Courtesy vehicle extension

**(Full details of vehicles and owners to be provided to the winning firm)**

#### **4.9 Motor Comprehensive (Company)**

Indemnity against legal liability to third parties arising out of motor vehicles owned or operated by the Company.

Approximately Five (5) company cars valued at Kshs. 26,800,000.00 as tabulated below:

<b>No.</b>	<b>Reg.</b>	<b>Model</b>	<b>Year of Manufacture</b>	<b>Value of the Vehicle</b>

1	KCP 270K	TOTOYA LANDCRUISER PRADO	2017	9,600,000.00
2	KCP 444K	TOTOYA LANDCRUISER PRADO	2018	12,300,000.00
3	GKA 040X	TOTOYA LANDCRUISER	2010	3,300,000.00
4	KCA 044F	NISSAN X-TRAIL NT30	2010	950,000.00

- Third Party Persons – Maximum Shs 5,000.00 EEL
- Third Party Property Damage – Maximum Shs 10,000.00 EEL
- No Blame, No Excess

Cancellation Notice – Minimum sixty (60) days.

**The winning firm will be requested to re-evaluate the value of the vehicles afresh.**

#### **4.9.1 (a) Proposed Limits of Liability**

The cover shall include but not limited to the following:

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing charges- Shs. 50,000/=
- Repair Authority – Shs. 30,000/=
- Medical Expenses – Shs 100,000/=
- Radio Cassette – Shs. 50,000/=
- Windscreen –Shs. 50,000/=
- Non-excess protection cover

#### **4.9.2 (b) Extensive Clauses**

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Emergency medical expenses – Shs 100,000/=
4. Liability for passengers acts of negligence
5. All Special perils



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6. Riot, strike and civil commotion
  7. Indemnity whilst vehicle is in the custody or use of a motor trader

#### **4.10 Public Liability**

Indemnity against legal liability in respect of accidental death, bodily injury/illness or loss or damage to property of third party including legal expenses.

##### **Specific cover details**

Any one accident	-	Kshs. 5,000,000.00
Any one period of indemnity	-	Kshs. 5,000,000.00

##### **4.10.1 (b) Extensive Clauses**

1. Delivery hand or pedal cycle
2. Car park
3. Cross liability
4. Customers equipment
5. Defective sanitation
6. Employees/guests effects
7. Exhibitions and sign boards
8. Fire, lighting and explosion
9. First aid
10. Flood, fumes and pollution
11. Food and drink
12. Goods held in trust
13. Executive staff liabilities
14. Lease premises
15. Lifts and hoists
16. Re-instatement Clause
17. Motor contingent liability
18. Loading and unloading
19. Machinery and plant
20. Private dwellings
21. Property owners and managers
22. Railway sidings
23. Sports/social activities
24. Subsidence/collapse
  
25. Sub-contractors and Contractors
26. Temporary visits worldwide
27. Tools of trade
28. Work away
29. Guest effects – Shs 500,000/= per guest
30. Subrogation waiver
31. Delivery risks

32. Private fire brigade
33. Private work for directors
34. Plant and machinery hired in/out
35. Food/beverage sold
36. Property in custody/control of the insured
37. Public utilities
38. Tree felling
39. Directors' liability
40. Senior executive officials' liability

#### 4.11 Provision of Other Insurance Services

1. Money insurance handling a maximum of Kshs. 2 million at any given time
2. Fidelity guarantee- upto to a maximum of Kshs. 2 million
3. Burglary insurance- upto to a maximum of Kshs. 20 million
4. Fire and allied perils for the assets tabulated below- upto to a maximum of Kshs. 20 million

**Table 4.11.1**

No	Asset Description	Asset Type
1	DESCRIPTION	Furniture, Fixtures & Fittings
2	OFFICE DESK	Furniture, Fixtures & Fittings
3	VISITORS CHAIR	Furniture, Fixtures & Fittings
4	ORTHOPEDIC CHAIR	Furniture, Fixtures & Fittings
5	ORTHOPEDIC CHAIR	Furniture, Fixtures & Fittings
6	WOODEN PEDESTAL 3 DRAWER	Furniture, Fixtures & Fittings
7	HALF GLASS DISPLAY CABINET	Furniture, Fixtures & Fittings
8	COAT HANGER	Furniture, Fixtures & Fittings
9	WATER DISPENSER-RAMTONS	Others
10	FIRST AID KIT	Low Value Assets
11	PAPER PUNCH	Low Value Assets
12	STAPLER-SMALLSIZE	Low Value Assets
13	STAPLER	Low Value Assets
14	CALCULATOR-CASIO-FX 82-MS	Low Value Assets
15	OFFICE DESK	Furniture, Fixtures & Fittings
16	VISITORS CHAIR	Furniture, Fixtures & Fittings
17	PEDESTAL WOODEN 3 DRAWER	Furniture, Fixtures & Fittings
18	OFFICE CHAIR	Furniture, Fixtures & Fittings
19	METALLIC CABINET	Furniture, Fixtures & Fittings
20	STAPLER MEDIUM	Low Value Assets
21	PEDESTAL 2 DRAWERS	Furniture, Fixtures & Fittings
22	OFFICE DESK	Furniture, Fixtures & Fittings
23	HIGH BACK CHAIR	Furniture, Fixtures & Fittings

24	VISITOR'S CHAIR	Furniture, Fixtures & Fittings
25	VISITOR'S CHAIR	Furniture, Fixtures & Fittings
26	PAPER PUNCH	Low Value Assets
27	OFFICE CHAIR	Furniture, Fixtures & Fittings
28	OFFICE DESK	Furniture, Fixtures & Fittings
29	COAT HANGER	Furniture, Fixtures & Fittings
30	HALF GLASS CABINET DRAWER	Furniture, Fixtures & Fittings
31	PAPER SHREDDER-Atlas	Low Value Assets
32	PAPER PUNCH	Low Value Assets
33	STAPLER	Low Value Assets
34	Office Desk Work Station	Furniture, Fixtures & Fittings
35	Office Chair	Furniture, Fixtures & Fittings
36	STAMP	Low Value Assets
37	STAMP	Low Value Assets
38	BACKFILER	Furniture, Fixtures & Fittings
39	PEDESTAL 3 DRAWERS	Furniture, Fixtures & Fittings
40	WHITE LEATHER STOOL	Furniture, Fixtures & Fittings
41	CHAIR	Furniture, Fixtures & Fittings
42	OFFICE 2X2 WORK-STATIONS	Furniture, Fixtures & Fittings
43	STAPLER MEDIUM	Low Value Assets
44	ROLL UP BANNER	Low Value Assets
45	SPEAKER	Media Equipment
46	TENTS	Low Value Assets
47	STANDS	Low Value Assets
48	OFFICE DESK work station	Furniture, Fixtures & Fittings
49	LEATHER CHAIR	Furniture, Fixtures & Fittings
50	CHAIR LEATHER	Furniture, Fixtures & Fittings
51	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
52	STAPLER	Low Value Assets
53	PAPER PUNCH	Low Value Assets
54	CHAIR LEATHER	Low Value Assets
55	OFFICE WORKSTATION	Low Value Assets
56	STAPLER MEDIUM	Low Value Assets
57	PAPER PUNCH-MEDIUM	Low Value Assets
58	COAT HANGER	Furniture, Fixtures & Fittings
59	CHAIR	Furniture, Fixtures & Fittings
60	CHAIR LEATHER	Furniture, Fixtures & Fittings
61	OFFICE DESK WORK STATION	Furniture, Fixtures & Fittings

62	COAT HANGER	Furniture, Fixtures & Fittings
63	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
64	OFFICE CHAIR	Furniture, Fixtures & Fittings
65	CHAIR LEATHER	Furniture, Fixtures & Fittings
66	OFFICE DESK WORK STATION	Furniture, Fixtures & Fittings
67	PAPER PUNCH-MEDIUM	Low Value Assets
68	OFFICE DESK	Furniture, Fixtures & Fittings
69	OFFICE CHAIR	Furniture, Fixtures & Fittings
70	OFFICE DESK	Furniture, Fixtures & Fittings
71	OFFICE CHAIR	Furniture, Fixtures & Fittings
72	OFFICE DESK	Furniture, Fixtures & Fittings
73	OFFICE CHAIR	Furniture, Fixtures & Fittings
74	VISITORS CHAIR	Furniture, Fixtures & Fittings
75	METALLIC CABINET	Furniture, Fixtures & Fittings
76	PAPER PUNCH	Low Value Assets
77	OFFICE DESK	Furniture, Fixtures & Fittings
78	CHAIR LEATHER	Furniture, Fixtures & Fittings
79	PEDESTAL WOODEN 3 DRAWER	Furniture, Fixtures & Fittings
80	COAT HANGER	Furniture, Fixtures & Fittings
81	HALF GLASS DISPLAY CABINET	Furniture, Fixtures & Fittings
82	OFFICE DESK	Furniture, Fixtures & Fittings
83	VISITORS CHAIR	Furniture, Fixtures & Fittings
84	VISITORS CHAIR	Furniture, Fixtures & Fittings
85	PAPER PUNCH	Low Value Assets
86	CHAIR LEATHER	Furniture, Fixtures & Fittings
87	OFFICE DESK WORK STATION	Furniture, Fixtures & Fittings
88	WOODEN PEDESTAL 3 DRAWER	Furniture, Fixtures & Fittings
89	PEDESTAL WOODEN 3 DRAWER	Furniture, Fixtures & Fittings
90	CHAIR LEATHER	Furniture, Fixtures & Fittings
91	OFFICE DESK WORK STATION	Furniture, Fixtures & Fittings
92	CHAIR LEATHER	Furniture, Fixtures & Fittings
93	OFFICE DESK	Furniture, Fixtures & Fittings
94	CHAIR LEATHER	Furniture, Fixtures & Fittings
95	COAT HANGER	Furniture, Fixtures & Fittings
96	COAT HANGER	Furniture, Fixtures & Fittings
97	METALLIC CABINET	Furniture, Fixtures & Fittings
98	PEDESTAL WOODEN 3 DRAWER	Furniture, Fixtures & Fittings

99	OFFICE DESK	Furniture, Fixtures & Fittings
100	OFFICE DESK	Furniture, Fixtures & Fittings
101	OFFICE CHAIR	Furniture, Fixtures & Fittings
102	OFFICE CHAIR	Furniture, Fixtures & Fittings
103	OFFICE CHAIR	Furniture, Fixtures & Fittings
104	HIGH BACK CHAIR	Furniture, Fixtures & Fittings
105	OFFICE DESK	Furniture, Fixtures & Fittings
106	OFFICE DESK	Furniture, Fixtures & Fittings
107	PAPER PUNCH	Low Value Assets
108	VISITORS CHAIR	Furniture, Fixtures & Fittings
109	VISITORS CHAIR	Furniture, Fixtures & Fittings
110	CHAIR LEATHER	Furniture, Fixtures & Fittings
111	CHAIR LEATHER	Furniture, Fixtures & Fittings
112	CHAIR LEATHER	Furniture, Fixtures & Fittings
113	COAT HANGER	Furniture, Fixtures & Fittings
114	OFFICE DESK	Furniture, Fixtures & Fittings
115	PAPER PUNCH-MEDIUM	Low Value Assets
116	OFFICE DESK	Furniture, Fixtures & Fittings
117	VISITORS CHAIR	Furniture, Fixtures & Fittings
118	VISITORS CHAIR	Furniture, Fixtures & Fittings
119	VISITORS CHAIR	Furniture, Fixtures & Fittings
120	STAPLER MEDIUM	Low Value Assets
121	OFFICE DESK	Furniture, Fixtures & Fittings
122	HALF GLASS DISPLAY CABINET	Furniture, Fixtures & Fittings
123	HALF GLASS DISPLAY CABINET	Furniture, Fixtures & Fittings
124	COAT HANGER	Furniture, Fixtures & Fittings
125	VISITORS CHAIR	Furniture, Fixtures & Fittings
126	VISITORS CHAIR	Furniture, Fixtures & Fittings
127	VISITORS CHAIR	Furniture, Fixtures & Fittings
128	STAPLER	Low Value Assets
129	CHAIR LEATHER	Furniture, Fixtures & Fittings
130	CHAIR LEATHER	Furniture, Fixtures & Fittings
131	HALF GLASS DISPLAY CABINET	Furniture, Fixtures & Fittings
132	VISITORS CHAIR	Furniture, Fixtures & Fittings
133	OFFICE DESK	Furniture, Fixtures & Fittings
134	PAPER PUNCH-MEDIUM	Low Value Assets
135	OFFICE DESK	Furniture, Fixtures & Fittings

136	CHAIR LEATHER	Furniture, Fixtures & Fittings
137	OFFICE DESK	Furniture, Fixtures & Fittings
138	VISITORS CHAIR	Furniture, Fixtures & Fittings
139	PAPER PUNCH-MEDIUM	Low Value Assets
140	STAPLER	Low Value Assets
141	METALLIC CABINET	Furniture, Fixtures & Fittings
142	OFFICE DESK	Furniture, Fixtures & Fittings
143	VISITORS CHAIR	Furniture, Fixtures & Fittings
144	CHAIR LEATHER	Furniture, Fixtures & Fittings
145	PAPER PUNCH	Low Value Assets
146	CHAIR LEATHER	Furniture, Fixtures & Fittings
147	OFFICE DESK	Furniture, Fixtures & Fittings
148	VISITORS CHAIR	Furniture, Fixtures & Fittings
149	VISITORS CHAIR	Furniture, Fixtures & Fittings
150	PAPER PUNCH-MEDIUM	Low Value Assets
151	STAPLER	Low Value Assets
152	OFFICE CHAIR	Furniture, Fixtures & Fittings
152	OFFICE CHAIR	Furniture, Fixtures & Fittings
154	OFFICE DESK	Furniture, Fixtures & Fittings
155	OFFICE CHAIR	Furniture, Fixtures & Fittings
156	PEDESTAL WOODEN 3 DRAWER	Furniture, Fixtures & Fittings
157	CHAIR LEATHER	Furniture, Fixtures & Fittings
158	PAPER PUNCH	Low Value Assets
159	CHAIR LEATHER	Furniture, Fixtures & Fittings
160	CHAIR LEATHER	Furniture, Fixtures & Fittings
161	VISITORS CHAIR	Furniture, Fixtures & Fittings
162	VISITORS CHAIR	Furniture, Fixtures & Fittings
163	VISITORS CHAIR	Furniture, Fixtures & Fittings
164	CHAIR LEATHER	Furniture, Fixtures & Fittings
165	CHAIR LEATHER	Furniture, Fixtures & Fittings
166	CHAIR	Furniture, Fixtures & Fittings
167	METALLIC CABINET	Furniture, Fixtures & Fittings
168	PAPER PUNCH	Low Value Assets
169	CHAIR LEATHER	Furniture, Fixtures & Fittings
170	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
171	CHAIR LEATHER	Furniture, Fixtures & Fittings
172	OFFICE WORKSTATION	Furniture, Fixtures & Fittings

173	CHAIR LEATHER	Furniture, Fixtures & Fittings
174	CHAIR LEATHER	Furniture, Fixtures & Fittings
175	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
176	CHAIR LEATHER	Furniture, Fixtures & Fittings
177	CHAIR LEATHER	Furniture, Fixtures & Fittings
178	OFFICE DESK	Furniture, Fixtures & Fittings
179	CHAIR LEATHER	Furniture, Fixtures & Fittings
180	CHAIR LEATHER	Furniture, Fixtures & Fittings
181	CHAIR LEATHER	Furniture, Fixtures & Fittings
182	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
183	CHAIR LEATHER	Furniture, Fixtures & Fittings
184	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
185	CHAIR LEATHER	Furniture, Fixtures & Fittings
186	CHAIR LEATHER	Furniture, Fixtures & Fittings
187	OFFICE DESK	Furniture, Fixtures & Fittings
188	OFFICE CHAIR	Furniture, Fixtures & Fittings
189	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
190	CHAIR LEATHER	Furniture, Fixtures & Fittings
191	OFFICE WORKSTATION	Furniture, Fixtures & Fittings
192	CHAIR LEATHER	Furniture, Fixtures & Fittings
193	CHAIR LEATHER	Furniture, Fixtures & Fittings
194	CHAIR LEATHER	Furniture, Fixtures & Fittings
195	CHAIR LEATHER	Furniture, Fixtures & Fittings
196	CHAIR LEATHER	Furniture, Fixtures & Fittings
197	PAPER PUNCH-MEDIUM	Low Value Assets
198	PAPER PUNCH-MEDIUM	Low Value Assets
199	PAPER PUNCH-MEDIUM	Low Value Assets
200	PAPER PUNCH-MEDIUM	Low Value Assets
201	LEATHER CHAIR	Furniture, Fixtures & Fittings
202	METALLIC CABINET	Furniture, Fixtures & Fittings
203	VISITORS CHAIR	Furniture, Fixtures & Fittings
204	VISITORS CHAIR	Furniture, Fixtures & Fittings
205	PAPER PUNCH	Low Value Assets
206	STAPLER	Low Value Assets
207	CHAIR LEATHER	Furniture, Fixtures & Fittings
208	CHAIR LEATHER	Furniture, Fixtures & Fittings
209	CHAIR LEATHER	Furniture, Fixtures & Fittings

210	CHAIR LEATHER	Furniture, Fixtures & Fittings
211	CHAIR LEATHER	Furniture, Fixtures & Fittings
212	CHAIR LEATHER	Furniture, Fixtures & Fittings
213	CHAIR LEATHER	Furniture, Fixtures & Fittings
214	CHAIR LEATHER	Furniture, Fixtures & Fittings
215	CHAIR LEATHER	Furniture, Fixtures & Fittings
216	CHAIR LEATHER	Furniture, Fixtures & Fittings
217	CHAIR LEATHER	Furniture, Fixtures & Fittings
218	CHAIR LEATHER	Furniture, Fixtures & Fittings
219	CHAIR LEATHER	Furniture, Fixtures & Fittings
220	CHAIR LEATHER	Furniture, Fixtures & Fittings
221	CHAIR LEATHER	Furniture, Fixtures & Fittings
222	CHAIR LEATHER	Furniture, Fixtures & Fittings
223	CHAIR LEATHER	Furniture, Fixtures & Fittings
224	CHAIR LEATHER	Furniture, Fixtures & Fittings
225	CHAIR LEATHER	Furniture, Fixtures & Fittings
226	CHAIR LEATHER	Furniture, Fixtures & Fittings
227	CHAIR LEATHER	Furniture, Fixtures & Fittings
228	CHAIR LEATHER	Furniture, Fixtures & Fittings
229	CHAIR LEATHER	Furniture, Fixtures & Fittings
230	CHAIR LEATHER	Furniture, Fixtures & Fittings
231	CHAIR LEATHER	Furniture, Fixtures & Fittings
232	CHAIR LEATHER	Furniture, Fixtures & Fittings
233	OFFICE CHAIR	Furniture, Fixtures & Fittings
234	METALLIC CABINET	Furniture, Fixtures & Fittings
235	VISITORS CHAIR	Furniture, Fixtures & Fittings
236	VISITORS CHAIR	Furniture, Fixtures & Fittings
237	VISITORS CHAIR	Furniture, Fixtures & Fittings
238	COAT HANGER	Furniture, Fixtures & Fittings
239	OFFICE DESK	Furniture, Fixtures & Fittings
240	VISITORS CHAIR	Furniture, Fixtures & Fittings
241	VISITORS CHAIR	Furniture, Fixtures & Fittings

## Part B: Policy Clusters

- 4.9.1 The Group Life Assurance Policy shall extend to incorporate Work Injury Benefits Act (WIBA) 2007 benefits, Last Expense, and Critical Illness Cover Benefits. The policy shall be written on a declaration basis,



applicable declaration premium paid within six months after expiry of term.

The declaration premium shall be subject to maximum 33 1/3% upward adjustment and maximum 50% downward adjustment i.e. additional premium shall not exceed one-third of the initial risk premium and refund premium shall not exceed half of the initial risk premium.

- 4.9.2 All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.
- 4.9.3 Notwithstanding the above, the Procuring Entity reserves the right and discretion to amend and or waive any of the above requirements provided that such waiver is fair, consistent and is in the the interest of NuPEA.
- 4.9.4 Tenderers shall submit quotations for the following policies:-
- Employer's Liability and Group Life Assurance (with WIBA, Critical Illness & Last Expense)
  - Directors Group Personal Accident & Group Medical from the same Recommended Underwriter. The quotations shall however be separate for each policy.

**SECTION VI - PRICE SCHEDULE FOR INSURANCE SERVICES**

**PRICE SUMMARY SCHEDULES**

**POLICIES**

**Period : 1<sup>st</sup> Sept 2020 to 30<sup>th</sup> 2021**

<b>No.</b>	<b>Policy</b>	<b>Premium Rate(s)</b>	<b>Applicable Excesses, Deductibles &amp; Free Cover Limits</b>	<b>Total Premium (Inclusive of Stamp duty, Training Levy &amp; PHCF Levy )</b>	<b>Recommended Underwriter</b>

Date:

Tender Number and Name:

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS ROAD  
P. O. Box 26374-00100  
**NAIROBI, Kenya.**

Dear Sirs and Madams,

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to provide .....(*insert services description*) for the sum of.....(*total tender price in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer

\_\_\_\_\_

Name and Designation of authorised person signing the Tender

\_\_\_\_\_

Signature of authorised person signing the Tender

\_\_\_\_\_

Stamp of Tenderer

\_\_\_\_\_

## SECTION VII - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following stages: -

### **6.1 Part 1 - Preliminary Evaluation under Paragraph 3.28 of the ITT. (Mandatory Requirements)**

This shall include a confirmation of the following: -

- 6.1.1 That the Tenderer is Registered by the Insurance Regulatory Authority, (Submission of license of registration as an Insurance Company from the Insurance Regulatory Authority for Year 2020)
- 6.1.2 Submission of Tender Security – checking its validity, whether it is original; whether it is issued by a local bank; **whether it is strictly in the format required** in accordance with the Tender Security Form and whether it is sufficient to secure the tender.
- 6.1.3 Submission of Company of Registration Certificate/Letter of Incorporation. (for both underwriter and brokerage firm)
- 6.1.4 Submission of Company of PIN Certificate (for both underwriter and brokerage firm)
- 6.1.5 Submission of valid Tax Compliance, valid as at tender closing date (for both underwriter and brokerage firm)
- 6.1.6 Submission of registration certificate by Insurance Regulatory Authority (for both underwriter and brokerage firm)
- 6.1.7 Submission of Business permit (for brokerage firms)
- 6.1.8 Submission of Professional /Trade membership- Association of Kenya Insurers (AKI) for underwriters only.
- 6.1.9 Submission of Tender Form duly completed and signed, and a determination of tender validity for the period required.
- 6.1.10 Submission of Declaration Form Duly completed, signed and stamped ( for brokerage firms only)
- 6.1.11 Submission of Confidential Business Questionnaire (CBQ) Form, duly completed, signed and stamped (for brokerage firms only)
- 6.1.12 Submission of Certificate of Confirmation of Shareholding and Directorships or equivalent (C.R.12) or equivalent for both underwriter and brokerage firms)
- 6.1.13 Submission of Certificate of Kenya Insurers (for both underwriter and brokerage firm)
- 6.1.14 Submission of audited financial accounts (2018 and 2019) for both underwriter and brokerage firm

- 6.1.15 Submission of Valid Professional Indemnity Cover for the required amount, issued by a local insurance company and that a copy of the policy document together with applicable endorsements have been attached as well.
- 6.1.16 Submission of a Summary List of Recommended Underwriters
- 6.1.17 Submission of co-insurance firms
- 6.1.18 Submission of supporting quotations from underwriters
- 6.1.12 Submission of Recommended Underwriter's Authorizations and confirmation that they are in the exact format as prescribed in the Tender Document.
- 6.1.13 Submission of two quotations for Air Travel Insurance Cover

**6.2 Part II – Detailed Technical and Financial Evaluation (Recommended Underwriters). These are mandatory requirements.**

This involves a conclusive determination of the Recommended Brokerage firm and Underwriters' Technical and Financial Capability and a confirmation of the following:

- 6.2.3 Submission of a list of ten (10) clients for both Brokers firm, indicating premiums from the year 2018 together with full contact details of the clients in the exact format as prescribed in the Tender Document. NuPEA reserves the right to verify information provided;
- 6.2.3 Submission of a list of ten (10) clients for both Underwriters, indicating premiums from the year 2018 together with full contact details of the clients in the exact format as prescribed in the Tender Document. NuPEA reserves the right to verify information provided;
- 6.2.4 Paid up Share Capital of at least Shs 500 million or as required by the Insurance Regulatory Authority, at the time of tender submission;
- 6.2.5 For each policy, a consideration of the performance history of both the Tenderer and Recommended Underwriter specific to that particular policy
- 6.2.6 Details of any unsatisfactory performance history or default in performance obligations in any contract, including any unresolved claims in any previous contract shall be considered at this stage of evaluation. For the avoidance of doubt, this shall include breach of terms of Service Level and or Contractual Agreements.
- 6.2.7 Only Recommended Underwriters and Brokerage Firms who qualify in compliance with the requirements of this stage of evaluation shall be considered for financial evaluation.

### 6.3 Part III – Financial Evaluation Criteria under Paragraph 3.31 of the ITT.

This involves a conclusive determination of the Tenderers' and Recommended Underwriters' responsiveness to NUPEA's Schedule of Requirements, Details of Service, financial ratios and conducting a financial comparison involving a combination of the following Key Criteria:

- 6.3.1 Submission of duly completed and signed Price Schedules in the exact prescribed format.
- 6.3.2 A consideration of Brokerage Firm and Underwriters' financial ratios. The basis of calculation of the ratios shall be the Recommended Underwriters' Audited Financial Statements together with the Insurance Regulatory Authority's Financial Condition Report as may be applicable. Reinsurance arrangements shall be excluded in the calculation of the ratios:
- a) **Solvency Ratio** i.e. Net Assets (*assets of an insurance company after deducting the value of both policyholder liabilities and any other liabilities*) to Net Written Premiums (*Gross premium less Re-insurances*), minimum **1.0**
  - b) **Current Ratio** i.e. Current Assets (*As per Statement of Financial Position*) to Current Liabilities (*As per Statement of Financial Position*), minimum **1.0**.
  - c) **Claims Coverage Ratio** i.e. Net Liquid Assets include (*cash, marketable securities and accounts receivable that can be readily converted to cash at their approximate current value less current liabilities*) to Outstanding Claims (*As per Statement of Financial position*), minimum **1.0**.
  - d) **Liquidity Ratio** i.e. total assets (*As per Statement of Financial Position*) to total liabilities less conditional reserves (Deferred Claims), minimum **1.0**.
  - e) **Combined Ratio** i.e. incurred losses plus expenses to earned premium (*As per Statement of Comprehensive Income*), maximum **1.0**
- 6.3.3 Financial Evaluation and Comparison of Tenders shall involve and include the following:
- (a) Premiums quoted;
  - (b) Premium rates indicated;
  - (c) Excesses quoted;
  - (d) Recommended Underwriters' responsiveness as determined in **Part II, paragraph 6.2** above;
  - (e) Supporting Quotations from Recommended Underwriters and a consideration of any variations thereat;
  - (f) The consideration of Recommended Underwriters for either.

- 6.3.4 NuPEA shall not accept any acceptance conditions in any submitted bid. These would include conditions such as lead percentage, co-insurance or reinsurance placement or any form of placement. All clauses shall form an integral part of the policies except where it can be shown that the clause enhances the scope of cover.
- 6.3.5 NuPEA shall only evaluate the proposals on the basis of responsiveness to the Tender Document requirements;
- 6.3.6 NuPEA shall evaluate the proposals on a policy by policy basis. Where policies are grouped together, the grouped policies shall be evaluated as grouped. However, this shall be at the sole discretion of NuPEA.
- 6.3.7 All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers and recommended underwriters to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.
- 6.3.16 Where there is a tie in prices and terms of coverage, the Procuring Entity reserves the right to use technical scores at prequalification stage in awarding such policy.

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## SECTION VIII – GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract *hereinafter referred abbreviated as the GCC* shall form part of the Conditions of Contract in accordance with the law and NuPEA’s guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under other parts of the Contract including the Special Conditions of Contract.

### 7.1 Definitions

In this contract, the following terms shall be interpreted as follows: -

- a) *“Day” means calendar day and “month” means calendar month.*
- b) *“The Contract” means the agreements entered into between NUPEA and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.*
- c) *“The Contract Price” means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.*
- d) *“The Services” means services or part thereof to be provided by the Contractor and includes all of the materials and incidentals, which the Contractor is required to perform and provide to NuPEA under the contract.*
- e) *“The Procuring Entity” means The NuPEA and Lighting Company Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as NuPEA).*
- f) *“The Contractor” means the individual or firm providing the services under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) or permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.*
- g) *Wherever used in the contract, “performance” shall be complete or be deemed to be complete, unless the circumstances indicate otherwise, when the services have been performed in accordance with the Contract and where NuPEA does not signify its approval to the Contractor, but without giving notice of dissatisfaction, on the expiration of thirty (30) days from date of documented completion of performance of the service.*
- h) *Supplier Rating Performance Scheme (SPRS) means the continuous evaluation of the Supplier’s performance of the contract based on the parameters of timely delivery, quality of service, frequency of communication, timely response, innovation, dispute resolution.*

## **7.2 Application**

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

## **7.3 Standards**

The Services supplied under this contract shall conform to the standards mentioned in the Details of Service.

## **7.4 Supplier Performance Rating Scheme**

- 7.4.1 NuPEA shall use a Supplier Performance Rating Scheme (SPRS) to measure the annual performance of the Supplier's obligations and its conduct of the contract.
- 7.4.2 The Scheme will be updated periodically commencing with the date of execution of the contract by both parties. NuPEA shall provide the Supplier with a copy of the SPRS report.
- 7.4.3 NuPEA shall consider the Supplier's overall performance at the end of the performance period.
- 7.4.4 At the request of either party, the parties shall discuss and conclude deliberations on the annual SPRS report. At any such meetings and/or for the purposes of the deliberations, NuPEA – Procurement Department shall appoint the Chairperson as well as the Secretariat.
- 7.4.5 The SPRS measures shall be according to Supplier Performance Rating Form in this Tender Document
- 7.4.6 A KP1, KP2 & KP3 assessment of the Supplier on the SPRS will be a consideration for continued engagement between the parties in the subsequent year. A KP4 assessment of the Supplier shall be a termination event.

## **7.5 Use of Contract Documents and Information**

- 7.5.1 The Contractor shall not, without NuPEA's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NuPEA in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract.
- 7.5.2 The Contractor shall not, without NuPEA's prior written consent, make use of any document or information enumerated in clause 7.5.1 above.
- 7.5.3 Any document, other than the contract itself, enumerated in clause 7.5.1 shall remain the property of NUPEA and shall be returned (including all copies) to NuPEA on completion of the Contractor's performance under the contract if so required by NuPEA.

## **7.6 Patent Rights**

The Contractor shall indemnify NuPEA against all third party claims of infringement of patent, trademark, or industrial design rights arising from provision of the services or any part thereof.

## **7.7 Performance Security**

- 7.7.1 Within fourteen (14) days of the date of the notification of contract award, the Contractor shall furnish to NuPEA the Performance Security which shall be either one or a combination of the following: -
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Performance Security Form (Bank Guarantee) in the Tender Document.
  - b) Confirmed Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC including confirmation charges shall be prepaid by the successful Tenderer. Certain mandatory conditions of the LC shall be as prescribed in the Performance Security Form (LC) in the Tender Document.
- 7.7.2 The Performance Security shall be issued by a commercial bank licensed by the Central Bank of Kenya. The bank must be located in Kenya.
- 7.7.3 The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.
- 7.7.4 Failure of the Contractor to furnish the Performance Security, the award shall be annulled and the Tender Security forfeited, in which event NuPEA may notify the next lowest evaluated Tenderer that its Tender has been accepted.
- 7.7.5 The proceeds of the Performance Security shall be payable to NuPEA as compensation for any loss resulting from the Contractor's failure to comply with its obligations in accordance with the contract without NuPEA being required to demonstrate the loss it has suffered.
- 7.7.6 The Performance Security shall be valid for a minimum of sixty (60) days after satisfactory delivery for both Foreign and Local Contractors.
- 7.7.7 NuPEA shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Contractor to sensitize its issuing bank on the need to respond directly and expeditiously to queries from NuPEA. The period for response shall not exceed three (3) days from the date of NuPEA's query. Should there be no conclusive response by the Bank within this period, such Contractor's Performance Security may be deemed as invalid and the Contract nullified, unless information to the contrary is received by NuPEA two (2) days before the expiry of the Contractor's Tender Security.
- 7.7.8 Subject to the provisions of this contract, the Performance Security will be discharged by NuPEA and returned to the Contractor not earlier than thirty (30)

days following the date of completion of the Contractor's obligations under the contract, including any warranty obligations, under the contract.

## **7.8 Inspection and Tests**

- 7.8.1 NuPEA or its representative(s) shall have the right to inspect and/or to test the services to confirm their conformity to the contract specifications. NuPEA shall notify the Contractor in writing in a timely manner, of the identity of any representative(s) retained for these purposes. Such visit and or inspection/ test shall in no way prejudice NuPEA's rights and privileges.
- 7.8.2 In appropriate circumstances, Inspection/ Test Report(s) shall be completed upon conclusion of the inspection/ tests.
- 7.8.3 The inspections and tests may be conducted in the premises of the Contractor or its subcontractor(s). If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NuPEA.
- 7.8.4 Should any inspected or tested services fail to conform to the specifications, NuPEA may reject the Service(s), and the Contractor shall either replace or remedy the rejected services or make alterations necessary to meet specification requirements free of cost to NuPEA.
- 7.8.5 NuPEA's right to inspect, test and where necessary, reject the services after provision shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by NuPEA or its representative(s) prior to the services performance / delivery.
- 7.8.6 For the avoidance of doubt, any acknowledgement by NUPEA on the Contractor's or sub-contractor's document shall not be conclusive proof or evidence of satisfactory performance without duly authorized approval by NuPEA.
- 7.8.7 Nothing in this clause 7.8 shall in any way release the Contractor from any warranty or other obligations under this Contract.

## **7.9 Packaging and Labelling**

- 7.9.1 Where applicable, the Contractor shall provide such packaging of the material and equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.
- 7.9.2 The method of packaging, labeling and marking shall comply strictly with such special requirements as shall be specified and attached to the Contract and particular Order.

- 7.9.3 The labelling, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.
- 7.9.4 The materials and equipment shall be packed in good condition suitable for sea/air/road/rail dispatch. Hazard in transit to the final destination shall include rough handling and storage in tropical conditions.
- 7.9.5 The Contractor shall enclose a packing list in each package and all documents relating to the Order shall show the Tender reference number and name against the items or package indicating the supplier or supplier's agent as the consignee.

#### **7.10 Delivery and Documents for Materials/ Equipment**

- 7.10.1 Where applicable, delivery of the materials/ equipment shall be made by the Contractor to the place and in accordance with the terms specified by NuPEA in its Schedule of Requirements or as may be otherwise indicated.
- 7.10.2 The Contractor shall notify NuPEA of the full details of the delivered materials/ equipment by delivering the materials/ equipment with a full set of the following documents: -
- a) *Contractor's invoice showing the materials/ equipment description, quantity, unit price and total price*
  - b) *Delivery note*
  - c) *Packing list identifying contents of each package*
- 7.10.3 It is the responsibility of the Contractor to ensure that the delivery documents are received by NuPEA at the designated delivery point at the time of delivery.

#### **7.11 Insurance**

- 7.11.1 The Contractor shall be responsible for and keep in force current appropriate insurance covers for its property and persons engaged in the performance and or provision of the Services under the contract.
- 7.11.2 The Contractor shall (except in respect to losses, *injuries or damage resulting from any act or neglect of NuPEA*) indemnify and keep indemnified NUPEA against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

#### **7.12 Payment**

- 7.12.1 Payments shall be made promptly by NuPEA and shall not be less than thirty (30) days from completion of satisfactory performance and submission of invoice

together with other required and related documents or as otherwise prescribed in the contract.

7.12.2 Payment shall primarily be through NuPEA's cheque or Real Time Gross Settlement (RTGS) or telegraphic transfer. Where applicable, a copy of a valid Performance Security, stamped, certified as authentic by NuPEA, shall form part of the documents to be presented to NuPEA before any payment is made.

7.12.3 A Contractor who requests for a Letter of Credit (*hereinafter abbreviated as LC*)–

- a) *Shall meet the LC bank charges levied by its bank while NuPEA shall meet the LC bank charges levied by its bank.*
- b) *Any extension and or amendment charges and any other costs that may result from the Contractor's delays, requests, mistakes or occasioned howsoever by the Contractor shall be to the Beneficiary's account.*
- c) *The maximum number of extensions and amendments shall be limited to two (2).*
- d) *Notwithstanding sub-clause 7.12.3 (a), should the Contractor require a confirmed LC, then all confirmation and any other related charges levied by both the Contractor's and NUPEA's bank shall be to the Beneficiary's account.*
- e) *The LC shall be opened only for the specific Order within the validity period of the contract.*
- f) *LCs shall be partial for partial performance or full for whole performance as per the contract.*
- g) *The Contractor shall be required to submit a proforma invoice for each lot for use in the placement of order and opening of the LC. The proforma invoice shall be on total all-inclusive costs basis.*
- h) *A copy of the Performance Security, stamped and certified as authentic by NUPEA, whose expiry date should not be less than sixty (60) days from the LC expiry date, shall form part of the documents to be presented to the Bank before any payment is effected.*

7.12.4 NuPEA shall have the sole discretion to accept or decline any Contractor's payment request through Letters of Credit without giving any reason for any decline.

### **7.13 Interest**

Interest payment by NuPEA is inapplicable in the contract.

**7.14 Prices**

- 7.14.1 Subject to clause 7.15 herein below, prices charged by the Contractor for services performed under the contract shall be fixed for the period of the contract with no variations.
- 7.14.2 A price that is derived by a pre-disclosed incorporation or usage of an internationally accepted standard formula shall not be deemed to be a price variation within the meaning of this clause.

**7.15 Variation of Contract**

NuPEA and the Supplier may vary the contract only in accordance with the following: -

- a) *the quantity variation of services shall not exceed twenty percent (20%) of the original contract quantity.*
- b) *The cumulative value variation shall not exceed twenty-five percent (25%) of the original contract value.*
- c) *the quantity variation must be executed within the period of the contract.*

**7.16 Assignment**

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

**7.17 Subcontracts**

- 7.17.1 The Contractor shall notify NuPEA in writing of all subcontracts awards under this contract if not already specified in the tender. Such notification, in the original tender or obligation under the Contract shall not relieve the Contractor from any liability or obligation under the Contract.
- 7.17.2 In the event that an award is given and the contract is sub-contracted, the responsibility and onus over the contract shall rest on the Contractor who was awarded.

**7.18 Termination of Contract**

- 7.18.1 NuPEA may, without prejudice to any other remedy for breach of contract, by written notice sent to the Contractor, terminate this contract in whole or in part due to any of the following: -
- a) *if the Contractor fails to perform any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by NuPEA.*
  - b) *if the Contractor fails to perform any other obligation(s) under the contract.*
  - c) *if the Contractor, in the judgment of NuPEA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.*

- d) *by an act of force majeure.*
- e) *if the Contractor becomes insolvent or bankrupt*
- f) *if the Contractor has a receiving order issued against it, compounds with its creditors, or an order is made for its winding up (except for the purposes of its amalgamation or reconstruction), or a receiver is appointed over its or any part of its undertaking or assets, or if the Contractor suffers any other analogous action in consequence of debt.*
- g) *if the Contractor abandons or repudiates the Contract.*

7.18.2 In the event that NuPEA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not rendered, and the Contractor shall be liable to NuPEA for any excess costs for such similar services and or any other loss PROVIDED that the Contractor shall not be so liable where the termination is for convenience of NuPEA

7.18.3 The Parties may terminate the Contract by reason of an act of *force majeure* as provided for in the contract.

7.18.4 The Contract may automatically terminate by reason of an act of *force majeure* as provided for in the Contract.

### **7.19 Liquidated Damages**

Notwithstanding and without prejudice to any other provisions of the contract, if the Contractor fails to perform any or all of the services within the period specified in the contract, NuPEA shall, without prejudice to its other remedies under the contract, deduct from the contract prices, liquidated damages sum equivalent to 0.5% of the performance price per day of delay of the delayed due services up to a maximum of ten percent (10%) of the performance price of the delayed due services.

### **7.20 Warranty**

7.20.1 Where applicable, the Contractor warrants that the Services provided under the contract are of the highest quality or current specification and incorporate all recent improvements unless provided otherwise in the contract. The Contractor further warrants that any materials/ equipment provided under this contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the materials/ equipment provided under the conditions obtaining in Kenya.

7.20.2 This warranty will remain valid for the period indicated in the special conditions of contract after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.



- 7.20.3 NuPEA shall promptly notify the Contractor in writing of any claims arising under this Warranty.
- 7.20.4 Upon receipt of such a notice, the Contractor shall, with all reasonable speed, remedy the defective services without cost to NuPEA.
- 7.20.5 If the Contractor having been notified, fails to remedy the defect(s) within a reasonable period, NuPEA may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NuPEA may have against the Contractor under the contract.

## **7.21 Resolution of Disputes**

- 7.21.1 NuPEA and the Contractor may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 7.21.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may resort to resolution before a recognized local forum for the resolution of disputes.

## **7.22 Language and Law**

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

## **7.23 Waiver**

Any omission or failure by NuPEA to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Contractor shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of NuPEA's powers and rights as expressly provided in and as regards this contract.

## **7.24 Force Majeure**

- 7.24.1 Force majeure means any circumstances beyond the control of the parties, including but not limited to:
- a) *war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;*
  - b) *ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;*
  - c) *rebellion, revolution, insurrection, military or usurped power & civil war;*

- d) *riot, commotion or disorder except where solely restricted to employees servants or agents of the parties;*
  - e) *un-navigable storm or tempest at sea.*
- 7.24.2 Notwithstanding the provisions of the contract, neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of *force majeure* which arise after the contract is entered into by the parties.
- 7.24.3 If either party considers that any circumstances of *force majeure* are occurring or have occurred which may affect performance of its obligations it shall promptly notify the other party and provide reasonable proof of such circumstances.
- 7.24.4 Upon the occurrence of any circumstances of *force majeure*, the Contractor shall endeavour to continue to perform its obligations under the contract so far as is reasonably practicable. The Contractor shall notify NuPEA of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by *force majeure*. The Contractor shall not take any such steps unless directed so to do by NuPEA.
- 7.24.5 If the Contractor incurs additional costs in complying with NuPEA's directions under sub clause 7.24.4, then notwithstanding the provisions of the contract, the amount thereof shall be agreed upon with NuPEA and added to the contract price.
- 7.24.6 If circumstances of *force majeure* have occurred and shall continue for a period of twenty-one (21) days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of time for performance of the contract, either party shall be entitled to serve upon the other seven (7) days' notice to terminate the contract. If at the expiry of the period of twenty-eight (28) days, *force majeure* shall still continue, the contract shall terminate.

**SECTION IX – SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions of Contract *hereinafter abbreviated as SCC* shall form part of the Conditions of Contract. They are made in accordance with the law and NuPEA’s guidelines, practices, procedures and working circumstances. They shall amend, add to and vary the GCC. The clauses in this section need not therefore, be completed but must be completed by NuPEA if any changes to the GCC provisions are deemed necessary. Whenever there is a conflict between the GCC and SCC, the provisions of the SCC shall prevail over those in the GCC.

No.	GCC Reference Clause	Particulars of SCC
1.	<b>7.12.1 Terms of Payment</b>	<i>The credit period shall be thirty (30) days from satisfactory performance and submission of invoice and other related documents</i>
2.	<b>7.20.2 Warranty – Period Of</b>	<i>NOT APPLICABLE</i>
3.	<b>7.7.3 Performance Guarantee</b>	<i>The Performance Security shall be the sum of ten percent (10%) of the contract price. It shall be in the currency of the contract price.</i>

**SECTION X - TENDER FORM**

Date:

Tender No.

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS ROAD  
P. O. Box 26374-00100  
**NAIROBI, Kenya.**

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to perform, deliver, install and commission (*the latter two where applicable*) ..... (*insert services description*) in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to perform and provide the services in accordance with the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by Nuclear Power and Energy Agency.
4. We agree to abide by this Tender for a period of.....days (**Tenderer please indicate validity of your Tender**) from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Designation of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**\*NOTES:**

1. NUPEA requires a validity period of at least one hundred twenty (120) days.
2. This form must be duly signed, stamped and/or sealed.

## SECTION XI - CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form.

### **Part 1 – General**

Business Name.....

Location of business premises.....

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

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile and/ or CDMA No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your Bankers .....Branch... ..

\*Names of Tenderer's contact person(s) .....

Designation of the Tenderer's contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer's contact person(s) .....

.....

**Part 2 (a) Sole Proprietor**

Your name in full .....

Nationality .....Country of origin .....

\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

**\*NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer’s disqualification.***
4. *For foreign Tenderers please give the details of nominal and issued share capital in the currency of the country of origin of the Tenderer.*



**SECTION XII - TENDER SECURITY FORM – (BANK GUARANTEE)**

**(To Be Submitted On Bank’s Letterhead)**

**Date:**

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS ROAD  
P. O. Box 26374-00100  
**NAIROBI, Kenya.**

**WHEREAS** ..... (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated ..... for the supply, installation and commissioning of..... (*please insert NuPEA tender no. and name*) (*hereinafter called “the Tender”*);

**KNOW ALL PEOPLE** by these presents that **WE**.....of .....having our registered office at.....(*hereinafter called “the Bank”*), are bound unto Nuclear Power and Energy Agency (*hereinafter called “NuPEA” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of ..... for which payment well and truly to be made to the said NUPEA, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being ..... (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

This guarantee is valid until the .....day of.....20.....

EITHER

**SEALED** with the )  
**COMMON SEAL** )

of the said **BANK** )

\_\_\_\_\_ ) BANK SEAL  
this .....day )

of .....20.... )

in the presence of :- )

\_\_\_\_\_ )

and in the presence of:- )

\_\_\_\_\_ )

OR

**SIGNED** by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

\_\_\_\_\_  
Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorised person(s)

**NOTES TO TENDERERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by NUPEA. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from NUPEA. The period for response shall not exceed three (3) days from the date of NUPEA’s query. Should there be no conclusive response by the Bank within this period, such Tenderer’s Tender Security shall be deemed as invalid and the bid rejected.*

3. *The issuing bank should address its response or communication regarding the bond to NUPEA at the following e-mail address – “[alusuli@nuclear.co.ke](mailto:alusuli@nuclear.co.ke)”*
4. *The Tender validity period is one hundred and twenty (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by NUPEA. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

**SECTION XIII – RECOMMENDED UNDERWRITER’S AUTHORIZATION FORM**

**(To Be Submitted On Recommended Underwriter’s Letterhead)**

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
 KAWI COMPLEX, OFF REDCROSS ROAD  
 P. O. Box 26374-00100  
**NAIROBI, Kenya.**

**WHEREAS WE** .....(name of the manufacturer/ principal) who are established and reputable manufacturers/ principal of ..... (name and description of the services) having offices or factories at .....(full address and physical location of offices or factory(ies) do hereby confirm that ..... (name and address of Contractor) is authorized by us to transact in the services required against your Tender ..... (insert reference number and name of the Tender) in respect of the above services as summarized below:

**Period 1: 01.09.2020 – 30.08.2021**

No.	Policy	Premium Rate(s)	Applicable Excesses, Deductibles & Free Cover Limits	Total Premium (Inclusive of Stamp duty, Training Levy & PHCF Levy )

**WE HEREBY** extend our full guarantee and warranty as per the Conditions of Contract for the services offered for provision by the above firm against the Invitation to Tender.

DATED THIS..... DAY OF.....20.....

\_\_\_\_\_  
 Signature of duly authorised person for and on behalf of the Manufacturer/ Principal.

Name and Designation of duly authorised<sup>93</sup> person signing on behalf of the  
Manufacturer/ Principal.

**NOTES TO TENDERERS & RECOMMENDED UNDERWRITERS**

*Only a competent person in the service of the Recommended Underwriter should sign this letter of authority.*

**SECTION XIV - DECLARATION FORM**

Date \_\_\_\_\_

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS ROAD  
P. O. Box 26374-00100  
**NAIROBI, Kenya.**

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) \_\_\_\_\_  
\_\_\_\_\_ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.
- f) That I/ We are not associated with any other Tenderer participating in this tender.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Designation of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**SECTION XV – DRAFT LETTER OF NOTIFICATION OF AWARD**

**To:**

*(Name and full address of the Successful Tenderer).....*

Dear Sirs/ Madams,

**RE: NOTIFICATION OF AWARD OF TENDER NO. ....**

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows:

.....  
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of fourteen (14) days from the date hereof pursuant to the provisions of the Public Procurement and Asset Disposal Act, 2015 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within fourteen (14) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

**PROCUREMENT MANAGER**

**FOR: NUCLEAR POWER & ENERGY AGENCY**

Enclosures

**SECTION XVI – DRAFT LETTER OF NOTIFICATION OF REGRET**

**To:** *(Name and full address of the Unsuccessful Tenderer)*..... **Date:**

Dear Sirs/ Madams,

**RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ....**

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidder was \_\_\_\_\_.

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Procurement Department 2<sup>nd</sup> Floor, KAWI Complex, South C, Nairobi* only after expiry of twenty five (25) days from the date hereof on Mondays to Fridays ONLY between 8.00 a.m to 5.00 pm and 2.00 p.m to 5.00p.m.

It is expected that by that time NuPEA and the successful bidder will have entered into a contract pursuant to the Public Procurement and Asset Disposal Act, 2015 (*or as may be amended from time to time or replaced*). When collecting the Security, you will be required to produce the original or certified copy of this letter.

We thank you for the interest shown in participating in this tender and wish you well in all your future endeavours.

Yours faithfully,

**PROCUREMENT MANAGER**

**FOR: THE NUCLEAR POWER & ENERGY AGENCY**



## SECTION XVII - CONTRACT AGREEMENT FORM

**THIS AGREEMENT** made this.....day of.....**20....** **BETWEEN NUCLEAR POWER AND ENERGY AGENCY**, a limited liability company duly incorporated under the Companies Act, Chapter 486 of the Laws of Kenya, with its registered office situated at KAWI Complex, Off Red Cross Road, South C, Nairobi in the Republic of Kenya and of Post Office Box Number 26374-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as the “NUPEA”*) of the one part,

**AND**

..... (*Contractor’s full name and principal place of business*) a duly registered entity according to the laws of..... (*state country*) and of Post Office Box Number/Physical Address .....(*full address physical and postal of Contractor*) in the Republic aforesaid, (*hereinafter referred to as the “Contractor”*) of the other part;

**WHEREAS** NUPEA invited tenders for certain services, that is to say for ..... (*NUPEA – Procurement Department insert description of services*) under Tender Number..... (*– Procurement Department insert tender number*)

**AND WHEREAS** NUPEA has accepted the Tender by the Contractor for the services in the sum of .....(*NUPEA – Procurement Department specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax*) (*hereinafter called “the Contract Price”*).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.
2. Unless the context or express provision otherwise requires: -
  - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.

- b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
  - c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.
  - d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “*Contractor*” the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
  - e) where there are two or more persons included in the expression the “*Contractor*” any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.
3. In consideration of the payment to be made by NuPEA to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with NuPEA to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.
4. NuPEA hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The following documents shall constitute the Contract between NuPEA and the Contractor and each shall be read and construed as an integral part of the Contract: -
- a) this Contract Agreement
  - b) the Special Conditions of Contract as per the Tender Document
  - c) the General Conditions of Contract as per the Tender Document
  - d) the Price Schedules submitted by the Contractor and agreed upon with NuPEA.
  - e) the Details of Service as per NuPEA’s Tender Document
  - f) the Schedule of Requirements
  - g) NuPEA’s Notification of Award dated.....
  - h) the Tender Form signed by the Contractor
  - i) the Declaration Form signed by the Contractor/ successful Tenderer
  - j) the Warranty

- h) project implementation schedule
6. In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.
7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
- a) Execution of this Contract Agreement by NuPEA and the Contractor.
  - b) Issuance of the Performance Bond by the Contractor and confirmation of its authenticity by NuPEA.
  - c) Issuance of the Official Order by NuPEA to the Contractor.
  - d) Where applicable, Opening of the Letter of Credit by NuPEA.
8. The period of contract validity shall begin from the Commencement date and end on either -
- a) sixty (60) days after the last date of the agreed performance schedule, or,
  - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.
9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.
10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.
11. No failure or delay to exercise any power, right or remedy by NUPEA shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.
12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such

delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (*and proof of posting shall be proof of service*), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of NUPEA shall be Company Secretary, 4<sup>th</sup> Floor, KAWI Complex, Off Red Cross road, Post Office Box Number 26374–00100, Nairobi, Kenya. The address for the Contractor shall be the Contractor’s address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

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

**SIGNED** for and on behalf  
of **NUPEA**

\_\_\_\_\_  
CEO

and in the presence of:-

\_\_\_\_\_  
COMPANY SECRETARY

**SEALED** with the **COMMON SEAL**  
of the **CONTRACTOR**  
in the presence of:-

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
*Affix Contractor’s Seal here*

---

DIRECTOR'S FULL NAMES

and in the presence of:-

---

DIRECTOR/ COMPANY SECRETARY

---

DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

DRAWN BY: -

**Justus Wabuyabo,**

NUCLEAR POWER AND ENERGY AGENCY

KAWI COMPLEX, OFF REDCROSS ROAD

P. O. Box 26374-00100

**NAIROBI, Kenya.**

Telephones: + 254-20-3201000/ 731

**SECTION XVIII - PERFORMANCE SECURITY FORM**

**(To Be Submitted On Bank’s Letterhead)**

**Date:**

**To:**

NUCLEAR POWER AND ENERGY AGENCY  
KAWI COMPLEX, OFF REDCROSS ROAD  
P. O. Box 26374-00100  
**NAIROBI, Kenya.**

∴

**WHEREAS**.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(*reference number of the Tender*) and its Tender dated .....(*insert Supplier’s date of Tender taken from the Tender Form*) to supply .....(*description of the goods*) (hereinafter called “the Contract);

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier’s performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Supplier a guarantee;

**THEREFORE WE HEREBY AFFIRM** that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of..... (*amount of the guarantee in words and figures*) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

EITHER

SEALED with the )  
COMMON SEAL )  
of the said BANK )  
)

this .....day )

\_\_\_\_\_

BANK SEAL

of .....20.... )  
in the presence of :- )

)  
\_\_\_\_\_ )

and in the presence of:- )  
)

\_\_\_\_\_ )  
OR

**SIGNED** by the **DULY AUTHORISED**  
**REPRESENTATIVE(S)/ ATTORNEY(S)** of  
the **BANK**

\_\_\_\_\_  
Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorised person(s)

**NOTES TO SUPPLIERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by NuPEA. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *NuPEA shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from NuPEA. The period for response shall not exceed five (5) days from the date of NuPEA's query. Should*

there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.

3. The issuing Bank should address its response or communication regarding the bond to NuPEA at the following e-mail address – "[alusuli@nuclear.co.ke](mailto:alusuli@nuclear.co.ke)"

## SECTION XIX – CORPORATE CLIENT LIST FROM 2018 (TOP TEN)

### UNDERWRITER

No.	Client Name	Premium Turnover 2018 (Shs)	Full Client Contact Details (Phone, Email, Physical Location)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		<b>Total</b>	

## CORPORATE CLIENT LIST FROM 2018 (TOP TEN)

### Brokerage Firm

No.	Client Name	Premium Turnover 2018 (Shs)	Full Client Contact Details (Phone, Email, Physical Location)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			



9.			
10.			
		<b>Total</b>	

### SECTION XX - SUPPLIER EVALUATION FORM

*(This form is for information only and not to be filled in by any bidder. It is for official use by NUPEA to evaluate performance of Suppliers during the contract period)*

Name of Firm.....Date.....

Category of Product/Service (e.g. Conductors .....

Period of evaluation.....

1. COST OF SERVICE/PRODUCT	Rating guidelines			Supplier Score	Procurement Score	User Score	Comments	Totals
	Did the vendor assist in or advice on ways of reducing the costs?	<b>YES: 4</b>	<b>PARTIALLY: 2</b>	<b>NO: 0</b>				10
	How closely did your final costs correspond to your expectation at the beginning of the project/tender?	<b>YES: 2</b>	<b>PARTIALLY: 1</b>	<b>NO: 0</b>				10.00 %
	Did the company stick to the agreed transaction/contract rates?	<b>YES: 4</b>	<b>PARTIALLY: 2</b>	<b>NO: 0</b>				
<b>2.ON TIME DELIVERY OF PRODUCT OR SERVICE</b>								<b>Totals</b>
	Did the vendor perform work in compliance with contract terms and agreements?	<b>YES: 6</b>	<b>PARTIALLY: 3</b>	<b>NO: 0</b>				10
	Was the vendor prompt and effective in correction of situations and	<b>YES: 2</b>	<b>PARTIALLY: 1</b>	<b>NO: 0</b>				10.00 %

	conditions?								
	Are you able to track service level agreements and determine duration of incidents from the vendor?	<b>YES: 2</b>	<b>PARTIALLY: 1</b>	<b>NO: 0</b>					
<b>3.</b>	<b>Rating guidelines</b>								<b>Total s</b>
<b>FLEXIBILITY TO RESPOND TO UNEXPECTED DEMAND OF SERVICE</b>	Was the vendor willing to change their product/service on special needs?	<b>YES: 6</b>	<b>PARTIALLY: 3</b>	<b>NO: 0</b>					6
									6.00 %
<b>4.</b>	<b>Rating guidelines</b>								<b>Total s</b>
<b>QUALITY</b>	When performing their duties, was there - rework or returns caused by non-conformance to quality?	<b>NO:6</b>	<b>PARTIALLY: 3</b>	<b>YES: 0</b>					14
	Was the quality of service delivered equal to NUPEA minimum requirements?	<b>YES: 8</b>	<b>PARTIALLY: 4</b>	<b>NO:0</b>					14.00 %
<b>5.</b>	<b>Rating guidelines</b>								<b>Total s</b>
<b>RESPONSIVENESS</b>	Was the vendor well responsive to information requests, issues, or problems that arose in the course of service?	<b>YES: 2</b>	<b>PARTIALLY: 1</b>	<b>NO: 0</b>					14
	Was the vendor open to feedback on low quality of	<b>YES: 6</b>	<b>PARTIALLY: 3</b>	<b>NO: 0</b>					14.00 %

	service levels and willing to act on this?							
	Is it easy to reach staff members of suppliers in case of a request or query? (are communication channels clear?)	<b>YES: 6</b>	<b>PARTIALLY: 3</b>	<b>NO: 0</b>				
<b>6. CUSTOMER SUPPORT</b>	<b>Rating guidelines</b>							<b>Totals</b>
	Did the vendor offer effective customer support?	<b>YES: 10</b>	<b>PARTIALLY: 4</b>	<b>NO: 0</b>				18
	In case of reported problems/issues, were there follow ups by the vendor to ensure the problem is fully resolved during support?	<b>YES: 8</b>	<b>PARTIALLY: 4</b>	<b>NO: 0</b>				18.00 %
<b>7. COMMUNICATION SKILLS</b>	<b>Rating guidelines</b>							<b>Totals</b>
	Are you satisfied with the attitude, courtesy, and professionalism of this vendor's staff? Written or spoken?	<b>YES: 2</b>	<b>PARTIALLY: 1</b>	<b>NO: 0</b>				6
	Are the vendor's staff well equipped and skilled in handling requests / issues? Are you rotated too much among staff on an issue?	<b>YES: 4</b>	<b>PARTIALLY: 2</b>	<b>NO: 0</b>				6.00 %
<b>8. DOCUM</b>	<b>Rating guidelines</b>							<b>Totals</b>

<b>ENTATI ON AND ACCOU NTING</b>									
	Are you satisfied with how the Vendor presents documentation (invoices & licenses etc) when required to do so, to necessitate finalization of contract renewals and payments?	<b>YES: 6</b>	<b>PARTI ALLY: 3</b>	<b>NO: 0</b>					10
	Was problem documentation (incident reports) presented promptly by the vendor and was it complete?	<b>YES: 4</b>	<b>PARTI ALLY: 2</b>	<b>NO: 0</b>					10.00 %
<b>9. VALUE ADD</b>	<b>Rating guidelines</b>								<b>Total s</b>
	Did the vendor go over and above in optimizing service delivery process for effective services delivery?	<b>YES: 6</b>	<b>PARTI ALLY: 3</b>	<b>NO: 0</b>					12
	Did the vendor go over and above and offer training or knowledge to assist with better systems support?	<b>YES: 6</b>	<b>PARTI ALLY: 3</b>	<b>NO: 0</b>					12.00 %
									<b>Total s Score :</b>
<b>Totals</b>									100.0
<b>Maximum Score</b>							<b>100 .0</b>		100.0 0%
<b>VENDOR'S TOTAL SCORE</b>									
<b>VENDOR'S PERCENTAGE SCORE</b>									
<b>ISSUES FOR FOLLOW UP -</b>									

Evaluation Done by:	Name	Department	Date
Checked/Validated by			

Score in Percentage % .....

**PERFORMANCE LEVEL DEFINATION;**

- ≥75% - KP1 GREEN
- 50% - KP2 AMBER
- 25% - KP3 YELLOW
- ≥25% - KP4 RED

**RATING:** 75% - V Good, 50% - Good, 25% - Fair, Below 25% - Poor

**RECOMMENDATION**

		Status	Tick as appropriate
1	Grant supplier preferred status	KP1	
2	Work with supplier or develop and improve supplier	KP2 & KP3	
3	Abandon / switch suppliers	KP4	

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

Name:.....Sign:.....Date:.....

## SECTION XXI - THE DETAILS OF SERVICES

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, all Tenderers shall comply with the following -

### PART A - GENERAL REQUIREMENTS

1. Insurance Brokers and/or Recommended Underwriters are required to provide information on proper representative(s) including their names, telephone, facsimile, e-mail, physical and postal addresses, along with their offers.
2. The Insurance Broker shall structure and obtain optimum policy covers from the Recommended Underwriters in accordance with the tenders submitted.
3. With regard to co-insurance arrangements, it shall be the responsibility of the Insurance Broker to facilitate co-insurance shares placement within the market in conjunction with the lead underwriter. The Insurance Broker shall be required to deposit the co-insurance memorandum with the Procuring Entity before renewal of the policies under co-insurance.
4. The Procuring Entity shall remit premiums to the Recommended Underwriter (s) in accordance with the provisions and requirements of the **Insurance Act, Cap.481**. Where premium payment is to be made to the Insurance Broker, the Insurance Broker shall furnish the Procuring Entity with explicit authority from the Recommended Underwriter(s) authorizing the Procuring Entity to pay the Insurance Broker.
5. The Insurance Broker shall analyze, review, scrutinize the Policy Document and any Endorsements there-in. Cover should be as in the Tender document and should not be restricted, by way of warranties or endorsements or special conditions, subsequent to award. Should this occur, NuPEA shall call on the tender security.
6. If the entire policy document is found to be satisfactory, such document to be deposited with the Company Secretary not later than fifteen (15) days of inception of cover.

7. The Insurance Broker shall ensure preparation of monthly claims bordereaux which must be submitted to the Procuring Entity by the 15<sup>th</sup> of the following month.
8. The Insurance Broker shall arrange quarterly meetings to review performance of the policy by 15<sup>th</sup> day of the beginning of the following quarter.
9. The Insurance Broker shall ensure that the sums insured under the policies will be adjustable accordingly by suitable means at the discretion of the Procuring Entity from time to time.
10. The Insurance Broker shall negotiate with the qualified Recommended Underwriter any other pertinent aspects of the policy that may arise during the term of the policy.
11. The Insurance Broker shall carry out loss control surveys and make viable appropriate risk improvement recommendations, where applicable.
12. The Insurance Broker shall ensure settlement of documented claims by the Recommended Underwriter within thirty (30) days upon full documentation.
13. The Insurance Broker shall ensure that the Service Level Agreement between the Insurance Broker and the Recommended Underwriter is submitted to NuPEA within thirty (30) days of commencement of coverage.

## **PART B – SPECIFIC DETAILS OF SERVICE (SDS)**

### **1. Air Travel Insurance**

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

## **2. Employers' Liability Insurance (Common Law)**

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

## **3. Group Life Assurance (with WIBA, Last Expense and Critical Illness Riders)**

- 3.1 Partial Discharge Vouchers (DVs) on accruing accidental medical expenses shall be issued and payment processed on a quarterly basis.
- 3.2 For PTD claims with an initial disability assessment greater than 5%, the claimants shall be referred for medical re-examination (2<sup>nd</sup> opinion) by the recommended underwriter within fourteen (14) days of submission of the initial assessment medical certificate by NuPEA.
- 3.4 A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to NuPEA within fourteen (14) days of medical re-examination of claimants by the recommended underwriter.
- 3.5 Last Expense claims shall be settled within 48 hours of notification of claim.
- 3.6 Permanent Total Disability (PTD) claims with an initial disability assessment of 5% or less shall not be subjected to the requirement of a medical re-examination by the recommended underwriter.
- 3.7 Ensure inclusion of doctors and other relevant service providers in NUPEA's panel into the panel of the Recommended Underwriter.
- 3.8 The policy shall be written on a declaration basis, with deposit premium paid at commencement of cover and declaration premium paid not later than three months after expiry of term.



The declaration premium shall be subject to maximum 33 1/3% upward adjustments and maximum 50% downward adjustments i.e. additional premium shall not exceed one-third of the initial risk premium and refund premium shall not exceed half of the initial risk premium.

#### **4. Marine Cargo (Open Cover) Insurance**

- 4.1 Ensure that insurance certificates together with the corresponding invoices are submitted to NuPEA within eight (8) hours of request for cover.
- 4.2 Ensure appointment of loss adjustor within twenty-four (24) hours of notification of a claim by NuPEA.

#### **5. Marine Hull Insurance**

- 5.1 Ensure that renewal insurance certificates are received at NuPEA within 30 days before expiry of policy.
- 5.2 Ensure appointment of loss adjustor within twenty-four (24) hours of notification of a claim by NuPEA.

#### **6. Motor Insurances**

- 6.1 It shall be generally understood that the average repair time for own damage claims shall be two (2) weeks upon issuance of repair authority. Consequently, tenderers are to ensure that the Service Level Agreements (SLAs) between the recommended underwriter(s) and garages reflect this basic performance standard.
- 6.2 Ensure appointment of assessor by the recommended underwriter(s) within 24 hours of notification of a claim and submission of claim form and copy of driver's licence by NuPEA.
- 6.3 Ensure submission of assessor's report to the recommended underwriter(s) within 48 hours of their (assessors) appointment.
- 6.4 Ensure issuance of repair authority letter by the recommended underwriter(s) within 48 hours of submission of the assessor's report.
- 6.5 Ensure issuance of release letter by the recommended underwriter(s) within 2 days of completion of repairs.
- 6.6 Ensure payment of incurred towing costs by the recommended underwriter(s) within 7 days of issuance of release letter.
- 6.7 For non-reimbursement windscreen/window claims, ensure submission of the recommended underwriter's letter of undertaking within 24 hours of documentation of the claim.

- 6.8 For re-imbusement windscreen/window claims, ensure payment of claim within 7 days of documentation of the claim.
- 6.9 Ensure and advise appointment of a defence advocate by the recommended underwriter within three (3) days of notification of a litigation claim by NuPEA.
- 6.10 Ensure and advise entering of appearance and filing of defence within seven (7) days of receipt of summonses from NuPEA.
- 6.11 Prepare and submit to NuPEA updated litigation schedules of upcoming court appointments on a quarterly basis.
- 6.12 Prepare and submit to NuPEA litigation claim status summary reports on a quarterly basis.
- 6.13 Prepare and submit to NuPEA premium reconciliation statements and corresponding debit/credit notes on a monthly basis by the 5<sup>th</sup> day of every month.
- 6.14 Ensure renewal certificates are received in NuPEA within thirty (30) days before expiry of policies

### **7. Public/Products Liability (with Consequential Loss) Insurance**

- 7.1 Ensure immediate appointment of loss adjustor upon notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- 7.2 Ensure a copy of loss adjustors' preliminary report is submitted to NuPEA within 7 days of site visit.
- 7.3 Ensure appointment of a defence advocate by the recommended underwriter and submit copy of appointment letter within three (3) days of notification of a litigation claim by NuPEA.
- 7.4 Ensure entering of appearance by the appointed advocate and submit memo to enter appearance within seven (7) days of receipt of summonses from NuPEA.
- 7.5 Prepare and submit to NuPEA updated litigation schedules of upcoming court appointments on a quarterly basis.
- 7.6 Prepare and submit to NuPEA litigation claim status summary reports on a quarterly basis.
- 7.7 Advise amount of claims reserves for notified claims within 7 days of claim notification.

### **8. Asset Based Insurances**

- 8.1 Ensure appointment of loss adjustor within 12 hours after notification of a claim. The loss adjustor shall conduct a site visit within 48 hours of appointment.
- 8.3 Ensure copy of loss adjustors' preliminary reports are submitted to NuPEA within 7 days of site visit.

- 8.4 All Loss Adjustors reports must be submitted to NuPEA as provided for in the Insurance Act as amended.

### MANDATORY REQUIREMENTS

	<b>CITERION</b>	<b>YES/NO</b>
1	Registration Certificate/Letter of Incorporation(for both underwriter and brokerage firm)	
2	VAT/PIN certificate(for both underwriter and brokerage firm)	
3	Valid Tax Compliance Certificate(for both underwriter and brokerage firm)	
4	Audited Financial Accounts(2018 and 2019) for both underwriter and brokerage firm	
5	Signed Form of Tender	
6	Tender Security of Ksh.500,000	
7	Completed confidential Business Questionnaire(for brokerage firms only)	
8	Registration certificate by IRA(for both underwriter and brokerage firm)	
9	Professional /Trade membership-AKI for underwriters only	
11	Declaration form fully filled and signed ( for brokerage firms only)	
12	Certificate Association of Kenya Insurers(for both underwriter and brokerage firm)	
13	CR12 for Limited Company(for both underwriter and brokerage firm)	
14	Business Permit(for brokerage firms only)	
15	Submission of Valid Professional Indemnity Cover for the required amount, issued by a local insurance company and that a copy of the policy document together with applicable endorsements have been attached as well.	
16	Recommended Underwriter's Authorizations which should be in the exact format as prescribed in the Tender Document	
17	For each policy, a consideration of the performance history of both the Tenderer and Recommended Underwriter specific to that particular policy	
18	List of co-insurance firms	
19	Supporting quotations from underwriters	
20	Two quotations for Air Travel Insurance Cover	

**TECHNICAL Evaluation**

	<b>CITERION</b>	<b>POINTS</b>
1	Paid up capital of Ksh.500M for underwriters	10
2	Recommendation letters from at 10 corporate clients from 2018 for underwriters.	20
3	Recommendation letters from at 10 corporate clients from 2018 for Brokerage firms	20
	<b>Total score</b>	<b>50</b>

**Ratios Evaluation for Underwriter**

	<b>CITERION</b>	<b>POINTS</b>
1	Solvency Ratio	5
2	Current Ratio	5
3	Claims Coverage Ratio	5
4	Liquidity Ratio	5
5	Combined Ratio	5
	<b>Total score</b>	<b>25</b>

**Ratios Evaluation for Brokerage Firm**

	<b>CITERION</b>	<b>POINTS</b>
1	Solvency Ratio	5
2	Current Ratio	5
3	Claims Coverage Ratio	5
4	Liquidity Ratio	5
5	Combined Ratio	5
	<b>Total score</b>	<b>25</b>
	<b>Overall Points</b>	<b>100</b>

**Pass mark 70 points**

**To be considered for financial evaluation, the pass mark will be 70 points:**

**Financial Evaluation:**

The lowest premium for each and every insurance cover will be considered.