



SIMLAW SEEDS COMPANY LIMITED

OPEN NATIONAL TENDER

FOR

**PROVISION OF INSURANCE BROKERAGE SERVICES FOR A PERIOD
OF TWO (2) YEARS**

TENDER NO. SSC/ONT/INS/05/2026/27

TENDER CLOSING AND OPENING DATE:

WEDNESDAY 29TH APRIL 2026 AT 11:00 AM

SIMLAW SEEDS CO LTD

PO BOX 40042

NAIROBI

TEL 0722 200545, 0734 811861

WWW.SIMLAW.CO.KE

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INVITATION TO TENDER

PROCURING ENTITY: SIMLAW SEEDS COMPANY LIMITED

**TENDER NAME AND DESCRIPTION: TENDER NO. SSC/ONT/INS/05/2026-2027
: PROVISION OF INSURANCE BROKERAGE SERVICES**

1. Simlaw Seeds Company Limited invites sealed tenders for the provision of Insurance Brokerage Services as per schedule of requirements indicated in Section V and Description of services as indicated in section B of the price schedule of the tender document for the period of two (2) years.
2. Tendering will be conducted under open competitive method (National) and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items. Margin of preference not applicable, reservations not allowed and alternative tenders will not be allowed.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours at **Procurement Department, Simlaw Seeds Company Limited, Simlaw House, Kijabe Street, Nairobi** during normal working hours.
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kes 1,000.00** in cash or Bankers cheque payable to **Simlaw Seeds Company Limited** or be accessed at the www.simlaw.co.ke free of charge. Interested bidders who opt to download the Tender Document shall be required to submit their contact details to procurement@simlaw.co.ke for recording and facilitate any further clarification and addenda.
5. All Tenders must be accompanied by a Tender Security in the sum of Kes 100,000.00
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be delivered to the address below on or before 20th August, 2024 at 11.00. **Simlaw Seeds Company Limited P.O, Box 40042 Simlaw House, Kijabe Street, Nairobi Tel. 0722 200545, 0734 811861**(Electronic Tenders will not be permitted).
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be opened in the presence of the Candidates or their representatives who choose to attend at **Conference Room, Simlaw Seeds Company Limited, Simlaw House**. Late tenders will be rejected.

GENERAL MANAGER

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

2.1 The terms:

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

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and

be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

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

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre- Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre- Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS**

prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

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

12 Language of Tender

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

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a **Form of Tender** prepared in accordance with ITT 14;
 - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 - c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
 - d **Alternative Tender:** if permissible in accordance with ITT 15;
 - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i Any other document required in the **TDS**.The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all

members and submitted with the Tender, together with a copy of the proposed Agreement.

- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non- responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - c. sign the Contract in accordance with ITT 46; or
 - d. Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
 - b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

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

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

27 Tender Opening

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

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

27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but

returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender- Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

- a) “Deviation” is a departure from the requirements specified in the tendering document;
- b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

-
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of

the tender and shall lead to disqualification of the tender as non-responsive .and

- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders

established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

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

38 Unbalanced and/or Front-Loaded Tenders

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) Reject the Tender.

39 Qualification of the Tenderer

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

F. Award of Contract

43 Award Criteria

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

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
 - d) the expiry date of the Stand still Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is: SSC/ONT/INS/05/2026-2027 The Procuring Entity is: Simlaw Seeds Company Limited The name of the ITT is: Provision of Insurance Brokerage Services for a period of Two(2) years. A performance review will be undertaken after the first year and will be renewed for the second year subject to satisfactory performance.
ITT 2.1(a)	Electronic –Procurement System Not applicable for this tender
ITT 2.2	The Intended Completion Date is Two (2) years from the date of contract execution.
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: Not Applicable
ITT 3.4	The firms that provided consulting services; None
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: Not allowed for this tender
	B. Contents of Tendering Document
ITT 9.1	i) The questions in writing, to reach the Procuring Entity via email: procurement@simlaw.co.ke not later than seven (7) days to the tender opening date. ii) The Simlaw Seeds Company Limited shall publish its response at the website. www.simlaw.co.ke & www.tenders.go.ke
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: As provided in the evaluation criteria
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: Not applicable (N/A)
ITT 16.7	The prices quoted by the Tenderer “may” be subject to adjustment during the performance of the Contract guided by the provisions in the Public Procurement and Asset Disposal Act, [Revised 2022] and Its Regulations (2020).
ITT 20.1	The Tender validity period shall be 120 days from the date of tender closure .
ITT 21.1	A Tender Security of Kenya Shillings One Hundred Thousand (KES. 100,000.00) valid for 365 days from the date of tender closing i.e. valid up to 28th April 2027 shall be required. A Tender-Securing Declaration “shall not be required.
ITT 22.1	In addition to the original of the Tender, the number of hard copies is: One (1) original tender document and One (1) copy
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney
	D. Submission and Opening of Tenders
ITT 24.1	For Tender submission purposes only the procuring entity address is SIMLAW SEEDS COMPANY LIMITED P.O, BOX 40042 SIMLAW HOUSE, KIJABE STREET, NAIROBI TEL. 0722 200545,0734 811861 The deadline for Tender submission is 29TH APRIL 2026 AT 11 A.M. (Tenderers shall NOT have the option of submitting their Tenders electronically.) NOTE: A tender package that cannot fit in the tender box shall be delivered to the Chief Procurement Officer’s office and recorded that it has been received.

ITT 27.1	<p>The Tender opening shall take place at: SIMLAW SEEDS COMPANY LIMITED P.O, BOX 40042 SIMLAW HOUSE, KIJABE STREET NAIROBI (in the conference room) TEL. 0722 200545,0734 811861</p> <p>www.simlaw.co.ke</p> <p>Date: Tuesday, 29th APRIL 2026 Time: 11.00am (Local time)</p>
	E. Evaluation and Comparison of Tenders
ITT 34.2	The invitation to tender is extended to the following group : OPEN
ITT 35.2 (d)	Additional evaluation factors shall be: N/A
ITT 35.4	Tenderers shall <u>not</u> be allowed to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 49.1	“There will be no Adjudicator under this Contract.”
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>Title/position: <i>Head of Procurement</i></p> <p>Procuring Entity: <i>Simlaw Seeds Company Limited</i></p> <p>Email address: procurement@simlaw.co.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Kenya Revenue Authority should use **the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.**

1.3 Evaluation and contract award Criteria

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

2 Preliminary examinations for Determination of Responsiveness

Simlaw seeds Company will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

[The Simlaw Seeds Company Limited will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

1. MANDATORY/ PRELIMINARY EVALUATION REQUIREMENTS BY (INSURANCE BROKERAGE FIRM)

Simlaw seeds company will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

-Tenderers are required to submit the following Mandatory Documents or information which shall be used to determine responsiveness at the preliminary examination stage.

MANDATORY PARAMETERS/REQUIREMENTS

NO	PARAMETERS/REQUIREMENTS	SUBMITTED YES/NO
1.	Duly filled, Signed and Stamped Form of Tender	
2.	Duly filled signed and stamped price schedule in the format provided	
3.	Bid security of Kshs 100,000.00 valid for 365 days i.e. valid up to 28 TH APRIL 2027	
4.	Power of Attorney (Sole Proprietors exempted).	
5.	Attach a copy of Certificate of Incorporation or Business Registration Certificate	
6.	Letter of Reference from a bank stating that the firm is operating an account (at least within the last six (6) months from the tender closing date	
7.	Valid Tax Compliance Certificate	
8.	Copy of CR12/ CR13 certificate which must be dated within twelve months from the tender closing date. (i.e. <i>Not dated earlier than 29TH APRIL 2025</i>)	
9.	Firm's valid certificate of registration with Insurance Regulatory Authority (IRA)	
10.	Valid membership of the Association of Insurance Brokers (AIBK) (Copy of the membership certificate must be attached).	
11.	Professional Indemnity Cover of at least Ksh. 50 Million from reputable insurance company	
12.	Audited financial statements/accounts for the last 3 years	
13.	Duly completed Authorization Form from the Insurance Underwriter authorizing the insurance broker to submit tender for insurance services.	
14.	Copies of Service level Agreement (SLA) showing turnaround times with the proposed underwriter within the last one year (2025) (certified by underwriter)	
15.	Duly Filled, Signed and Stamped Confidential Business Questionnaire	
16.	Form SD 1- Duly filled, signed and stamped Self-Declaration that the Person/Tenderer is Not Debarred in the Matter of the Public Procurement and Asset Disposal Act 2015- in the format provided.	
17.	Form SD 2- Must complete a self-declaration that the bidder/person is not debarred in the matter of public procurement – in the format provided.	
18.	Duly filled, signed and stamped declaration and Commitment to the code of ethics- in the format provided.	
19.	Duly filled, signed and stamped Certificate of Independent Tender Determination Form in the format provided.	
20.	Data compliance certificate as per data protection act 2019	
	REMARKS (PASS/FAIL)	

A bidder (Broker) shall provide the following **Mandatory** Requirements for each **underwriter** proposed:

Bidders should state the underwriter(s) for the services in the tabulation below:

Mandatory Requirements for UNDERWRITER

No.	Evaluation Criteria	CHECKLIST (TICK IF ATTACHED, WITH PAGE NUMBER)
1.	Tenderer's eligibility – duly filled and signed confidential business questionnaire	
2.	Provide a valid copy of the perpetual license of registration with the Insurance Regulatory Authority (IRA)	
3.	Provide copy of the company’s valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA)	
4.	Provide Copy of the company’s Certificate of Incorporation	
5.	Provide copy of valid membership with the Association of Kenya Insurers (AKI).	
6.	Attach documentary proof of the current Re-insurance arrangement duly certified by IRA	
7.	Declaration of nonperformance in form of unpaid claims leading to attachment of asset did not occur in the last three (3) years prior to the deadline for tender submission	
8.	Evidence of Premium Turnover in excess of Kes. 3 billion per year for the last three years exclusive of medical cover with 2 billion being non-motor and 1 billion being Motor under General insurance	
9.	Evidence of Paid-Up Capital of in excess of Kenya shilling six hundred million.	
10.	Audited financial statements for the last three years	

Note: Bidders (Brokers & their proposed underwriters) who fail to meet any of the mandatory requirements above will not be considered for further evaluation. Bidders who pass will proceed to Vendor Evaluation.

C. TECHNICAL REQUIREMENTS

1. Bidders **MUST** complete the Table below in the format provided.
2. Bidders **MUST** provide a substantive response in the format provided, irrespective of any attached technical documents. Use of Yes, No, tick, compliant. Blank spaces etc. in the Technical Specification Table will be considered Non Responsive
3. Bidders may use “I understand and will comply” as a response/commitment to the Scheme’s minimum requirement.

S/No	DESCRIPTION OF SERVICE	BIDDER’S RESPONSE
1.	To provide the classes of insurance cover and the capability to arrange for it	
2.	To negotiate for competitive premium rates from the market indicating premium rates applied and resulting amounts (premium per class insurance.	
3.	To follow up claims with the underwriter for speedy settlement of the same. Indicate the duration for settlement of claims.	
4.	To provide professional advice on the existing insurance covers and the areas of improvement.	
5.	To negotiate for competitive rates indicating the premium rates and the premiums for each class/type of insurance.	
6.	To obtain Confirmation from the insurance company to underwrite the insurance cover. (The underwriters’ Authorization Letter must be attached).	
7.	To obtain Confirmation: - Any exclusion clauses for the respective insurance covers required. The Claims sum insured will be settled by the insurer within seven (7 days). There will be no alterations to the terms during the contract period.	
9.	Reporting Systems and Time Schedules. Bidders are expected to ensure that the cover runs for the entire period without disruptions and renewals are done promptly within a maximum period of one (1)months before the expiry date.	
	REMARKS (PASS/FAIL)	

FINANCIAL EVALUATION

In order to be financially evaluated, Tenderers should submit financial proposals comprising the following

- 1). The tenderer shall provide in its financial proposal, quotations from the underwriters on particular covers and the percentage rate of premiums.
- 2). The financial proposal should include all the local taxes, duties, fees, levies and any other charges.
- 3). Prices quoted by the tenderer shall be fixed during the tenderer’s performance of the contract and not subject any variations.

SELECTING THE LOWEST BID

The Company recognizes that the most suitable Broker to provide the brokerage services is the one that best understands the insurance industry and the requirements of the client as represented in quality of the technical proposal. The lowest evaluated bid shall be selected on the basis of bidders who meet all the mandatory requirements, quoted the lowest price

Award criteria: Recommendation of the Lowest Evaluated Bidder

The lowest evaluated bid shall be recommended for award based on the final selection in Phase 4 above.

SECTION VI – DESCRIPTION OF SERVICES

1. GENERAL

Simlaw Seeds Company Ltd seeks to engage an Insurance Broker to provide Insurance Brokerage Services as per the details provided in Section VI – Description of Services.

The contract shall be for two years from **1st July, 2026 - 30th June 2028**.

NO.	ITEM DESCRIPTION	PREMIUM (KES)	DISCOUNTS (IF ANY)	TOTAL TENDER PRICE (KES)
1	Fire and Special Perils			
2	Fire Consequential Loss			
3	Public and Product Liability			
4	Money			
5	Fidelity Guarantee (To include handling of seed).			
6	G.P.A. Employees			
7	G. L.I- Employees			
8	Work Injury Benefits Acts			
9	Stock Floater			
10	Employer's Liability (Common Law)			
11	All risks (to include equipment & computers)			
12	Motor Vehicle Private Comprehensive			
13	Motor Vehicle Commercial Comprehensive			
14	Motor Cycles- Comprehensive			
15	Directors and Officers Liability			
16	Burglary			
	TOTAL AMOUNT (KES)			

SECTION VI – DESCRIPTION OF SERVICES

FIRE & SPECIAL PERILS

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.			
POLICY	FIRE & SPECIAL PERILS			
PERIOD	1 st July 2026 to 30 th June 2027			
SCOPE OF COVER	Fire, Lightning, bush fire, full explosion, earthquake (fire shock or volcanic eruption), riots, strike, malicious damage and special perils as per policy.			
INTEREST AND SUM INSURED	Item	Description	Industrial & Office Building,	Machinery Plant & Contents.
	1.	Office block - building property Situating at Nairobi Kijabe Street (LR No. 209/4360/33, &209/4360/32	KSHS 130,000,000.00	KSHS 3,270,200
	2.	On property at Kyang’ombe Go down No.1,2,3 & 4	170,108,040	97,826,600
	3.	On property at Loitoktok	1,500,000	480,400.00
		Grand Total	301,608,040.00	101,577,200
DECLARATIONS	It is declared and agreed that: a) Plant, Machinery and content items included stores, spares, tools and all other contents – other than stocks.			
GEOGRAPHICAL LOCATION	Various locations as indicated above			
EXTENSIVE CLAUSES	As per standard policy			
EXCESS	Quotations			

FIRE & CONSEQUENTIAL LOSS

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
POLICY	FIRE CONSEQUENTIAL LOSS	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Reduction in turnover or increase in cost of working to maintain turnover as a result of fire, full explosion, earthquake (fire and volcanic eruption) riot, strike, malicious damage and special perils.	
LIMITS OF INDEMNITY	DESCRIPTION Gross profit less salaries/wages Wages/salaries Period of indemnity	LIMIT Kshs. 515,605,000 Kshs. 113,070,730 12 months
BUSINESS	Seed Processing, Distribution and Production	
GEOGRAPHICAL LOCATION	Nairobi, Kijabe Street, Kyangombe, Loitoktok, Karatina and Meru depots	
EXTENSIVE CLAUSES	As per standard policy	
EXCESS		

PUBLIC & PRODUCT LIABILITY

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
POLICY	PUBLIC & PRODUCT LIABILITY	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Legal liability in respect of accidental death injury/illness or loss or damage to property of third parties including legal expenses.	
BUSINESS	Seed Production, Seed Processing, Drying, Shelling and Property owners	
LIMITS OF INDEMNITY	General Liability claims: Food and drinks claims: Products Liability claims:	ANY ONE CLAIM Kshs. 5,000,000.00 Kshs. 5,000,000.00 Kshs. 3,000,000.00
EXTENSIVE CLAUSES	As per standard policy	
EXCESS		

MONEY

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
POLICY	MONEY POLICY	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Loss of money and damages to safes as declared. Money deemed to include cash, bank and currency notes, postage revenue and NHIF stamps postal and money orders, uncrossed and bearer cheques.	
INTEREST & SUM INSURED	Cash/wages in transit until paid out Cash in locked safe/strong rooms Cash in premises during business hours Cash in premises out of safe out of business hours Cash in hands of Salesmen	KSHS 200,000.00 1,000,000.00 1,000,000.00 200,000.00 200,000.00
GEOGRAPHICAL AREA	Within Kenya	
EXTENSIVE CLAUSES	As per standard policy	
BASIS OF EVALUATION	Cash Safe	Indemnity Reinstatement
ANNUAL PREMIUM		
INSURER		

FIDELITY QUARANTEE

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
POLICY	FIDELITY GUARANTEE		
PERIOD	1st July 2026 to 30th June 2027		
SCOPE OF COVER	In respect of all pecuniary loss as a result of infidelity of employees of the insured and handling of seeds.		
INSURED PERSONS	As per under noted schedule maximum any one item: Kshs.1000,000.00		
GUARANTEE	Position	No. of Persons	Limit per person
	Managers	7	800,000.00
	Accountants	9	400,000.00
	Clerks	10	400,000.00
	Salesmen	10	400,000.00
	Messengers	2	100,000.00
	Drivers	5	500,000.00
EXTENSIVE CLAUSES	As per standard policy but to include collusion limit of KShs.2,000,000.00		
EXCESS DISCOVERY PERIOD	Quotation		
ANNUAL PREMIUM	Quotations		
INSURER			

GROUP PERSONAL ACCIDENTS - EMPLOYEES

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.
POLICY	GROUP PERSONAL ACCIDENT - EMPLOYEES
PERIOD	1st July 2026 to 30th June 2027
SCOPE OF COVER	Payment of benefits as defined, as a result of accidental death or bodily injury to insured persons including riot, strike and malicious damage but excluding war, civil war and kindred risks. <ul style="list-style-type: none"> • Death – 3 years’ earnings • Permanent total disability -3 years’ earnings • Temporary total disability – Actual weekly earnings up to 104 weeks
INSURED PERSONS	All employees of the Company Estimated annual earnings Kshs. 121,000,000.00 Estimated number of employees 95
OCUPATION	Seed Processing, Seed Merchants and Seed Production.
EARNINGS DEFINITION	Basic salary plus constant fringe benefits
EXCESS	Quotation
EXTENSIVE CLAUSES	As per standard policy
ANNUAL PREMIUM	Quotations
INSURER	

GROUP LIFE INSURANCE - EMPLOYEES

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.
POLICY	GROUP LIFE INSURANCE - EMPLOYEES
PERIOD	1st July 2026 to 30th June 2027
SCOPE OF COVER	Payment of benefits as defined, as a result of employee's death other than accidental death to insured beneficiaries. <ul style="list-style-type: none"> • Death – 3 years' earnings
INSURED PERSONS	All employees of the Company Estimated annual earnings Kshs. 121,000,000.00 Estimated number of employees 95
OCUPATION	Seed Processing, Seed Merchants and Seed Production.
EARNINGS DEFINITION	Basic salary plus constant fringe benefits
EXCESS	Quotation
EXTENSIVE CLAUSES	As per standard policy
ANNUAL PREMIUM	Quotations
INSURER	

WORK INJURY BENEFITS ACT

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
POLICY	WORK INJURY BENEFITS ACT		
PERIOD	1st July 2026 to 30th June 2027		
SCOPE OF COVER	Liability under WIBA in respect of accidental death, bodily injury or illness/disease to employees out of and in the course of employment.		
BUSINESS	Seed Processing, Distribution and Seed Production.		
SCHEDULE	Description/Details of employment	Estimated No. of Employees	Estimated Annual Earnings & Other emoluments
	1.General Workers	43	Kshs. 20,000,000.00
	2.Casual Workers	173	Kshs. 39,600,000.00
INSURED	Employees being Workmen as defined by the Workmen's Compensation Act and whose earnings do not exceed Kshs. 400,000.00 per annum		
EXTENSIVE CLAUSES	As per standard policy		
ANNUAL PREMIUM	Quotations		
INSURER	Quotation		

STOCK FLOATER

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.	
CLASS OF INSURANCE	STOCK FLOATER	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Physical loss or damage to stocks as defined in policy wording not occasioned by or happening through any excluded causes.	
INTEREST	Stock in trade, consisting mainly of seed, packaging materials and the property of the insured or held in trust for which the insured is responsible whilst contained in any store or go-down as owned or occupied by the insured or whilst in transit from the time received until delivered or sold.	
GEOGRAPHICAL AREA	Anywhere in Kenya.	
LIMITS OF LIABILITY	Item	Description KSHS.
	1.	Any one building- <ul style="list-style-type: none"> - Barco Store 394,500,000.00 - Seed Shop 5,500,000.00 - Go-down at Kyang'ombe Msa Rd 570,000,000.00 - <u>Loitoktok</u> <u>20,000,000.00</u> - <u>Meru</u> <u>90,000,000.00</u> - <u>Karatina</u> <u>120,000,000.00</u> TOTAL 1,200,000,000.00
	2.	Any one road transit: 10,000,000.00
	3.	Estimated Annual turnover Approximate: 2,100,000,000.00
EXCESS	Quotation	
EXTENSIVE CLAUSES	As per standard policy	
ANNUAL PREMIUM	Quotations	
INSURER	Quotation	

EMPLOYERS LIABILITY (COMMON LAW)

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
POLICY	EMPLOYERS LIABILITY (COMMON LAW)		
PERIOD	1st July 2026 to 30th June 2027		
SCOPE OF COVER	Legal liability in respect of accidental death, bodily injury or illness/disease to employees as declared out of and in the course of employment. No. of staff - 95		
BUSINESS	Seed Processing, Distribution and Production		
SCHEDULE	Description/Details of Employment	Estimated No. of employees	Estimated annual wages/salary & other emoluments (Kshs)
	Managers	7	38,000,000.00
	Secretaries	4	5,000,000.00
	Sales Officers	10	21,000,000.00
	Accountants	9	15,000,000.00
	Clerks	10	12,000,000.00
	Messengers	2	830,000.00
	Drivers	5	4,000,000.00
	General Workers	18	38,730,000.00
	Casuals	30	45,000,000.00
GEOGRAPHICAL AREA	Anywhere in Kenya		
LIMITS OF INDEMNITY OPTION D:	Any one person	4,000,000.00	
	Any one occurrence	25,000,000.00	
	Any one year	unlimited	
EXTENSIVE CLAUSES	As per standard policy		
PREMIUM	Quotations		
INSURER			

ALL RISKS

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
POLICY	ALL RISKS		
PERIOD	1st July 2026 to 30th June 2027		
SCOPE OF COVER	All risks and loss or damage to property unless occasioned by or happening through any excluded causes		
INTEREST & SUM INSURED	Schedule of Equipment and Machinery	No	Value (Kshs)
	Tin Printing Machine	1	700,000.00
	EBA Trainator Shredder 16364	1	3,000.00
	Automatic filling & Sealing Machine	1	2,000,000.00
	Sweda Cash Register	1	20,000.00
	Seal Master 4803	1	8,000.00
	Sony 21" TV Flat Screen	1	30,000.00
	Panasonic Fax machine	1	60,000.00
	Audian Portable Seal	1	3,000.00
	Avery Counter Scale	2	10,000.00
	Lion Safe	1	200,000.00
	Franking Machine	1	40,000.00
	Generator- medusa HP 11	1	120,000.00
	Generator -Cummings 25KVA	1	1,000,000.00
	Generator – Olympia 200 KVA	1	4,500,000.00
	Plate glass, Cabinets	1	400,000.00
	sings & Display	1	400,000.00
	UPS @ Kshs. 7,500.00	19	142,500.00
	HP Compaq Computers	48	2,880,000.00
	Compaq Laptops	2	120,000.00
	Assorted Printers	24	216,000.00
	HP Scanner G2710	1	7,500.00
	Batch Seed Treater	1	10,000,000.00
	Gravity Table	1	2,000,000.00
	Compressor	1	400,000.00
	Total		25,860,000.00
GEOGRAPICAL AREA	Within Kenya		
SPECIAL CLAUSES	As per standard policy		

	Repair authority – Kshs. 50,000 Medical expenses – Kshs. 50,000 Car Radio – Replacement Value Windscreen – Replacement Value	
EXCESS	2.5% of Claim amount, maximum value Kshs. 10,000 (INCLUDE EXCESS COVER)	
EXTENSIVE CLAUSES	1. including Passenger legal Liability 2. including liability of passenger’s acts of negligence 3. Including windscreen/window glass damage clause 4. Including Unspecified radio/cassette damage clause 5.including use by Motor trader 6. Including unobtainable parts clause 7. Including personal effects clause Kshs. 100,000 8 No fault No excess	
EXCLUDED RISKS	As per standard policy	
ANNUAL PREMIUM	Quotations	
INSURER		

MOTOR COMMERCIAL VEHICLES - COMPREHENSIVE

INSURED	Simlaw Seed Company Ltd., P.O. Box 40042, NAIROBI.		
POLICY	COMMERCIAL VEHICLES - COMPREHENSIVE		
PERIOD	1st July 2026 to 30th June 2027		
SCOPE OF COVER	Comprehensive. Provides indemnity to the insured for loss or damage to the vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the motor vehicles.		
INTEREST & SUM INSURED	Vehicle Registration No.	Make	Approximate Value (Kshs)
	KAN 478K	Mitsubishi FH Lorry	1,800,000.00
	KBG 382C	Pick up D max SC	950,000.00
	KBN 777E	Pick up Hilux SC	1,300,000.00
	KCH 928Q	Pick up Nissan SC	1,500,000.00
	KDG 270C	Pick Nissan SC	3,700,000.00
	KDG 275C	Pickup Nissan	3,700,000.00
	KDG 534C	Pick up Hilux	4,000,000.00
	KCT 406Y	Isuzu lorry FRR	3,500,000.00
	KBN 775E	Toyota Hilux S/C	1,300,000.00
	KCP 043K	Pick up Nissan	800,000.00

	KCP 044K KDK 117P KDK 824P KDK 106P	Pick up Nissan Pick up Hilux SC Pick up D max SC Pick up D max SC	800,000.00 4,840,000.00 5,525,000.00 4,840,000.00
		TOTAL	38,555,000.00
LIMIT OF LIABILITY	Third Party persons – Unlimited Third Party Property – Kshs. 10 million Passenger liability claims – Kshs. 4 million per person -Kshs. 12 million per event Towing charges – Kshs. 50,000 Repair authority – Kshs. 50,000 Medical expenses – Kshs. 50,000 Car Radio – Replacement Value Windscreen – Replacement Value		
GEOGRAPHICAL AREA	Within Kenya		
EXCESS	2.5% of Claim Amount maximum Kshs. 50,000 (INCLUDE EXCESS COVER)		
EXTENSIVE CLAUSES	1.Including Passenger legal Liability 2.Including liability of passenger’s acts of negligence 3. Including windscreen/window glass damage clause 4. Including Unspecified radio/cassette damage clause 5.including use by Motor trader 6. Including unobtainable parts clause 7. Including personal effects clause Kshs. 100,000 8. No fault No excess		
ANNUAL PREMIUM			
INSURER			

MOTORCYCLES – COMPREHENSIVE

INSURED	Simlaw Seed Company Ltd., P.O. Box 40442, NAIROBI.
POLICY	MOTORCYLCES - COMPREHENSIVE
PERIOD	1st July 2026 to 30th June 2027
SCOPE OF COVER	Comprehensive. Provides indemnity to the insured for loss or damage to the Motorcycles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the motorcycle.

INTEREST & SUM INSURED	Vehicle Registration No.	Make	Approximate Value (Kshs.)
	KCK 429U	Suzuki	55,000.00
	KMGA 099C	TVS	120,000.00
	KMGA 033C	TVS	65,000.00
	KMGA 032C	TVS	100,000.00
	KMGA 050C	TVS	100,000.00
	KMFV 247C	TVS	95,000.00
	KMGA 001C	TVS	90,000.00
	KMGA 034C	TVS	85,000.00
	KMGA 201C	TVS	168,000.00
	KMGA 202C	TVS	168,000.00
	KMGQ 217P	TVS	190,000.00
	KMGQ 218P	TVS	190,000.00
	KMGQ 219P	TVS	190,000.00
	KCK 431U	Honda	65,000.00
	KCH 099Q	Honda	45,000.00
	KMGA 049C	TVS	75,000.00
	KMGA 097C	TVS	120,000.00
	KMGA 098C	TVS	120,000.00
	KMGA 100C	TVS	120,000.00
		Total	2,161,000.00
LIMIT OF LIABILITY			
EXCESS	Quotation		
SPECIAL CLAUSES	As per standard policy		
ANNUAL PREMIUM	Quotations		
INSURER			

DIRECTORS AND OFFICERS' LIABILITY

INSURED	Simlaw Seed Company Limited, P.O. Box 40042, NAIROBI.	
POLICY	DIRECTORS AND OFFICERS' LIABILITY	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Legal liability in the event of risk exposure in course of conducting professional duties.	
INTEREST	All members of the Board of Directors including the chairman All Senior Managers/Officers of the Company	
LIMIT OF LIABILITY	Liability per event per annum– Kshs. 50 million	
GEOGRAPHICAL AREA	Within Kenya	
EXTENSIVE CLAUSES	As per standard policy	
EXCESS	As per standard Policy	
SPECIAL CLAUSES	Indicate	
ANNUAL PREMIUM	Quotations	
INSURER	Quotation	

INSURED	Simlaw Seed Company Limited, P.O. Box 40042, NAIROBI.	
POLICY	Burglary	
PERIOD	1st July 2026 to 30th June 2027	
SCOPE OF COVER	Loss or damage to property insured resulting from forcible or violent entry/exit from premises	
INTEREST	On stock in trade whilst situated at plot no. 209/4360/30, Barrot House/ others at Kijabe street Nairobi (Barco store)	Kshs. 174,000,000.00
	Furniture, fixtures and fittings, machinery and plant, tenant appurtenance at 209/4360/33, others at Kijabe street	10,900,000.00
	Kyangombe Godown	2,900,000.00
	Loitoktok	850,000.00
EXTENSIVE CLAUSES	As per standard policy	
EXCESS	As per standard Policy	
SPECIAL CLAUSES	Indicate	
ANNUAL PREMIUM	Quotations	
INSURER	Quotation	

BURGLARY

TENDERER INFORMATION FORM

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

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

ITT No..... *[insert number of Tendering process]*

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

1. Tenderer’s Name <i>[insert Tenderer’s legal name]</i>
3. Tenderer’s actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer’s year of registration: <i>[insert Tenderer’s year of registration]</i>
5. Tenderer’s Address in country of registration: <i>[insert Tenderer’s legal address in country of registration]</i>
6. Tenderer’s Authorized Representative Information Name: <i>[insert Authorized Representative’s name]</i> Address: <i>[insert Authorized Representative’s Address]</i> Telephone: <i>[insert Authorized Representative’s telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative’s email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

QUALIFICATION INFORMATION

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

Item Insured and name of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

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

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

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

1) For the attention of Tenderer's Authorized Representative Name: [insert Authorized Representative's name]

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

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

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

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date](local time)

Procuring Entity[insert the name of the Procuring Entity]

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

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

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

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

The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

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

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

3) **How to request a debriefing**

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

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

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

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

Title/position[insert title/position]
Agency[insert name of Procuring Entity]
Email address[insert email address]

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

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

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

4) How to make a complaint

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

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention.....[insert full name of person, if applicable]
Title/position[insert title/position]
Agency[insert name of Procuring Entity]
Email address.....[insert email address]

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

In summary, there are four essential requirements:

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

5) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

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

On behalf of the Procuring Entity:

Signature: _____ **Name: Title/position:** _____

Telephone: _____ **Email:** _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... **APPLICANT**

AND

..... **RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity of..... dated the...day of20.....in the matter of Tender No.....of20..... for..... (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address... P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

..... *[date]*

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

This is to notify you that your Tender dated.....*[date]* for execution of the*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

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

Please return the attached Contract dully signed Authorized Signature

Name and Title of Signatory :.....

Name of Agency:

Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of.....*[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Insurance Provider] [Authorized Representative]*

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

For and on behalf of each of the Members of the Insurance Provider..... *[name of member] [Authorized Representative]*

[name of member] [Authorized Representative]

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called " the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the.....[*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE of..... [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or

 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

To..... *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:Duly

authorized to sign the bid for and on behalf of..... *[insert complete name of*

Tenderer] Dated on.....day of..... *[Insert date of signing]*

Seal or stamp

PART II

**– SCHEDULE OF INSURANCE REQUIREMENTS AND
DESCRIPTION OF SERVICE**

SECTION V – SCHEDULE OF REQUIREMENTS

1. BACKGROUND

Simlaw Seeds Company Limited (SSC) is a state corporation that produces and markets top quality certified seeds with an overall objective of adding value to the farming business and contributing to food self-sufficiency in Kenya and beyond. The Company was incorporated in Kenya on 2nd July 1956 to initially promote the use of improved strains of pasture seed developed by then National Agricultural Research Station based in Nairobi. Its core business is selling and marketing of high-quality seeds, pesticides and fertilizers in the East African region. As an expansion strategy into Eastern Africa market.

The Company has prepared a list of all her assets in all the stations and, as far as possible, assigned a value to each of them. The Company has also a cover required for all her employees. The Company now wishes to insure her assets against common risks that may result into the loss of its assets. The Company also wishes to insure her staff against any risks that come with their occupation and to provide a fallback position to each employee in case any calamities befall them. This is also in line with the provisions of the Kenyan Laws and principles of sound management.

From the foregoing, the Company wishes to engage an Insurance Brokerage company that will negotiate and deliver to it insurance packages that are optimally priced, suitably covers the assets against potential risks, are non-discriminatory and are provided by reliable underwriters.

Simlaw Seeds Company seeks to engage an Insurance Broker to provide Insurance Brokerage Services as per the details provided in Section IV – Description of Services.

The contract shall be for one year from 1st October, 2022 - 30th September 2023.

II. OBJECTIVES

The objectives of the insurance brokerage services are as follows:

- (i) To negotiate and secure optimally priced and adequate insurance policy covers for the Company's vehicles, machinery, buildings, equipment and other assets so that the Company is not unduly exposed to potential risks.
- (ii) To negotiate and secure optimally priced, adequate and non-discriminatory insurance policy covers for the Company's staff against accidents, death and other calamities that may result in temporary or permanent disability or death of an employee while satisfying all the provisions of the law so that employees and the Company are not unduly exposed to such risks.
- (iii) To design, negotiate for and secure an optimally priced, non-discriminatory and all-inclusive cover for its directors

III. SCOPE

The insurance brokerage services shall include but not be limited to the following:

- (i) Advising the Company on all matters pertaining to insurance.
- (ii) Identifying or designing appropriate insurance covers as desired by the Company.
- (iii) Negotiating and securing appropriate insurance policy covers against identified risks.
- (iv) Handling and processing of all insurance claims within 30 days from the day of registering the claim.
- (v) Ensuring there is no discrimination in the provision of services.

IV. TERMS OF REFERENCE

The Insurance Brokerage firm shall be required to carry out the following:

- (i) Study the lists of vehicles, buildings, machinery, equipment, buildings and other assets and present to the Company the best options that would provide adequate cover for the Company's assets and their estimated costs.
- (ii) Study all information relevant to the provision of the required insurance covers for the Company's employees and Members of the Board of Directors and present to the Company the three options that best satisfy the requirements and their estimated costs. The prescribed policies should not be discriminatory against any of the insured persons.
- (iii) Discuss with the Company the options presented and follow up on implementation of the agreements reached during such discussions. Negotiate insurance policies and premiums in line with agreements reached with the Company in line with (iii) above
 - (iv) Furnish the Company with the appropriate insurance covers upon the payment of insurance premiums to the underwriters.
 - (v) Provide appropriate training to the Company staff handling insurance matters upon signing the contract and before commencement of the insurance cover period (sensitization).
 - (vi) Explain to management the secured policies and the course of action to be taken in case of claims.
 - (vii) Provide a commitment on the settlement of claims within a given time frame provided all requirements are met.
 - (viii) Furnish the Company with a list of underwriters who shall be providing services to it and ensure an underwriter has no pending previous claims with the Company.
 - (ix) Any other directives provided from the authorized officer(s) of the Company.

The Insurance Brokerage firm shall be required to clearly state whether her commission shall be included in the insurance premium payable directly to the underwriter or is to be paid separately by the Company alongside the insurance premium.

V. EXPECTED OUTPUTS

The Insurance Brokerage firm is expected to provide insurance policy covers for the Company's employees, selected Directors and assets for the period **1st October 2022 to 30th September 2023**. The Broker shall ensure that all the insurance policies are submitted to the Company for custody and a copy by them for security and follow up after signing the contract.

VI. RESPONSIBILITIES OF THE INSURANCE BROKERAGE FIRM

The Insurance Brokerage firm shall be responsible for the execution of the Terms of Reference professionally, technically and ethically and shall ensure that the insurance covers are provided in good time. Once selected, the Broker may provide interim covers as comprehensive policies are worked out. The Broker shall be responsible for the collection of all information and data that is necessary for the proper execution of the terms of reference and for the documentation and reporting of the same. The Broker shall be required to comply with directions made by the Company provided that the directives are not in conflict with the professional and ethical requirements for the provision of insurance brokerage services. Such directions shall be made only with a view to adding value to the outcome of the service delivery and shall be in writing.

VII. RESPONSIBILITIES OF THE COMPANY

The Company makes available to the Broker, all information relevant to the delivery of the insurance brokerage services that may be required by the Broker that is in her possession. The Company shall also be responsible for the payment of any fees due to the Broker and direct payment of premiums to the underwriter in line with the pre-agreed terms of payment.

VIII. CHARGES

The Broker shall include in her rates or charges all the costs expected to be incurred in the course of providing the required services. The Company shall not pay any additional fees for the purposes of delivering on the services over and above the amount quoted by the Broker at engagement.

IX. PAYMENTS

All payments to be made to the Broker shall be subject to both the Government, and Company policies, regulations and procedures without any exceptions. Payment shall be made on delivery of specific policy documents.

X. SCHEDULE OF REQUIREMENTS

As required under Sec 60 and 70 (6) of the Act, the Schedule of Requirements for General Insurance is attached.

1. GENERAL

NO.	POLICY
1.	Fire and Special Perils
2.	Fire Consequential Loss
3.	Public and Product Liability
4.	Money
5.	Fidelity Guarantee (To include handling of seed).
6.	G.P.A. Employees
7.	G. L.I- Employees
8.	Work Injury Benefits Acts
9.	Stock Floater
10.	Employer's Liability(Common Law)
11.	All risks (to include equipment & computers)
12.	Motor Vehicle Private Comprehensive
13.	Motor Vehicle Commercial Comprehensive
14.	Motor Cycles- Comprehensive
15.	Directors and Officers Liability
16.	Burglary

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment 1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

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

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

2.21 Effectiveness of Contract

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

2.2.2 Duration and Commencement of Services The Commencement date and duration of the insurance cover shall be **specified in the SCC**.

2.3. Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

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

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5. Termination

2.5.1 By the Procuring Entity

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

(d) Of this Sub-Clause 2.5.1:

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

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

3. Obligations of the Insurance Provider 3.1

General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Reporting Obligations

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

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

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

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

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

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

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

3.8 Fraud and Corruption

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

4. Insurance Provider's Personnel

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

5. Obligations of the Procuring Entity

5.1 Change in the Applicable Law

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

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

7. Quality Control

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
- i) Law Society of Kenya, or
 - ii) Chartered Institute of Arbitrators (Kenya Branch), or
 - iii) Insurance Institute of Kenya, or
 - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

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

8.4 Arbitration if the Insurance Provider is a foreign firm

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

SECTION VII. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
GCC 1 (g) Procuring Entity	The Procuring Entity shall be Simlaw Seeds Company Ltd.
1.1 (s) Services	The services to be rendered shall be Provision of insurance Brokerage Services
GCC 1.2 Law	The law governing the contract shall be the Laws of Kenya.
GCC 1.3 language	The language of the contract shall be English language.
GCC 1.4 Address	Procuring Entity's address shall be: The General Manager Simlaw seeds Company Ltd P.O Box 40042- 00100 Nairobi, Kenya Email: procurement@simlaw.co.ke
GCC 1.5 Location	Simlaw Seeds Company Ltd, Head Quarters, Simlaw House, Kijabe Street, Nairobi, Nairobi County.
GCC 1.6 Authorized Representatives	The Procuring Entity designates the Human Resource and Administration or his representatives as the authorized representative in the process. The authorized representative will be responsible for the coordination of activities under this contract and any other deliverables and for receiving and approving of invoices for payment.
GCC 2.2.1 Effectiveness of Contract	The Procuring entity shall inform the Service Provider when to start carrying out the services, after issuance of Notification of Award of contract to the successful which will form part of the contract.
GCC 2.2.2 Commencement of Services	The Service Provider shall start carrying out the Services immediately the contract is signed by both parties.
GCC 2.4.3 Extensions of Time	The contract period shall be one (1) year from commencement date and renewable for one(1) extra year on the same terms subject to satisfactory performance and mutual agreement by both parties.
GCC 2.4.4 Mode of Billing and Payment	-Payments shall be through Electronic Transfer of Funds. -Payment shall be made within 30 days of receipt of a certified invoice confirming that the service has been rendered as specified in the tender document.
GCC 3.3 Confidential Information	The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, drawings, artwork or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
GCC 3.9	The performance security shall be denominated in Kenya Shillings to the Procuring entity and shall be in the form of a bank guarantee issued by a bank licensed and operating in Kenya. A Performance Security shall be required and the amount should be 10% of the total sum (The Successful bidder shall furnish the Company with a performance security equivalent to 10% within 14 days from the commencement date of the contract).

	The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the issuance of the certificate of final acceptance by the accounting officer
GCC 6.2 Price Review	The price changes for the goods supplied and related services performed “shall” not be adjustable. The Contract price is fixed as the price quoted by the Tenderer in the tender document.
GCC 6.3 Advance Payment	There shall be no advance payment.
GCC 7 Quality control	The Procuring Entity shall have the right to inspect and monitor the services performed to confirm their conformity to the contract’s specification, periodic reports will be issued and the same will be communicated to the service provider.
GCC 8.1 Dispute Resolution	The parties shall make every effort to amicably resolve disputes failure in which the dispute will be referred to mediation as per the rule governing mediation in Kenya, PROVIDED that a party shall not be precluded from seeking redress from the courts of law for appropriate orders within the law of Kenya.
Notices	Any notices given by one party to the other pursuant to this contract shall be sent to the other party by way of: - a) A letter posted by registered mail to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or; b) An email sent to the email address of the party concerned shown below; The addresses of the parties for Notices shall be: -
	General Manager, Simlaw Seeds Company Ltd P.O Box 40042– 0100 Nairobi, Kenya Email: procurement@simlaw.co.ke
	The communication shall be deemed to have been received by the addressee within seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no] Name of the
 Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert
 complete name of Procuring Entity]

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

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- - % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... ... Indirect.....	Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly----- -- % of shares	Indirectly----- ----% of voting rights		1. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
2.	Full Name		Directly-----	Directly.....	1. Having the right to	1. Exercises significant

	National identity card number or Passport number		- % of shares% of voting rights	appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	influence or control over the Company body of the Company (tenderer) Yes ----No----
	Personal Identification Number (where applicable)		Indirectly----- -- % of shares	Indirectly----- ----% of voting rights	2. Is this right held directly or indirectly?: Direct.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t.c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

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

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

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

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

Date this [insert date of signing] day of..... [Insert month]. [insert year]

Bidder Official Stamp

BIDDERS EXPERIENCE REQUIREMENT FORM

NO	CONTACT INFORMATION	DETAILS
1	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
2	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
3	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
4	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
5	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	
6	Name of Company	
	Name of contact person	
	Designation	
	Telephone number	
	E-mail address	
	Total insurance Premiums	

Name & Designation of the person signing the Tender:

Signature of the person named above:

Date this