REPUBLIC OF KENYA

PPRA
PUBLIC PROCUREMENT REGULATORY AUTHORITY

DOC. 9

DOC. 9 - STANDARD TENDER DOCUMENT FOR PROCUREMENT OF INSURANCE SERVICES

PUBLIC PROCUREMENT REGULATORY AUTHORITY

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SECTION I-INSTRUCTION TO TENDERERS

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SECTION I - INSTRUCTIONS TO TENDERERS

1. SCOPE OF TENDER

1.1 THIS TENDERING DOCUMENT IS FOR THE DELIVERY OF INSURANCE SERVICES, AS SPECIFIED IN SECTION V, PROCURING ENTITY'S SCHEDULE OF REQUIREMENTS. THE NAME OF THE PROCURING ENTITY, TITLE/DESCRIPTION AND REFERENCE NUMBER OF THIS TENDER ARE SPECIFIED IN THE **TDS.**

1.2 THE SUCCESSFUL TENDERER WILL BE EXPECTED TO COMMENCE PROVIDING THE INSURANCE SERVICES BY DATE PROVIDED IN THE **TDS** . THE INSURANCE DURATION FOR EACH ITEM WILL BE ONE YEAR OR THE PERIOD SPECIFIED IN THE **TDS.**

2. USE OF ELECTRONIC PROCUREMENT SYSTEM

2.1 WHERE APPLICABLE, THE PROCURING ENTITY SHALL USE AN ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THE TENDERING PROCESS AS SPECIFIED IN THE **TDS**

3. FRAUD AND CORRUPTION

3.1 THE TENDERERS SHALL BE REQUIRED TO COMPLY WITH THE PROVISIONS OF THE CONSTITUTION OF KENYA 2010, THE ACT, THE COMPETITION ACT, CAP 504 AND OTHER LAWS GOVERNING FRAUD AND ANTI-CORRUPTION IN PUBLIC PROCUREMENT.

3.2 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.

3.3 TENDERERS SHALL PERMIT AND SHALL CAUSE THEIR AGENTS (WHERE DECLARED OR NOT), SUBCONTRACTORS, SUB-CONSULTANTS, SERVICE PROVIDERS, SUPPLIERS, AND THEIR PERSONNEL, TO PERMIT THE PROCURING ENTITY TO INSPECT ALL ACCOUNTS, RECORDS AND OTHER DOCUMENTS RELATING TO ANY INITIAL SELECTION PROCESS, PRE-QUALIFICATION PROCESS, TENDER SUBMISSION, PROPOSAL SUBMISSION, AND CONTRACT PERFORMANCE (IN THE CASE OF AWARD), AND TO HAVE THEM AUDITED BY AUDITORS APPOINTED BY THE PROCURING ENTITY.

3.4 PARAGRAPHS 3.1 TO 3.3 ABOVE SHALL BE READ TOGETHER WITH THE FRAUD AND ANTI-CORRUPTION STATEMENT. THE TENDERER SHALL BE REQUIRED TO MAKE A DECLARATION IN THE FORM OF TENDER TO ABIDE BY THE PROVISIONS THERETO.

4. ELIGIBLE TENDERERS

4.1 A TENDERER MAY BE A FIRM THAT IS A PRIVATE ENTITY, A STATE-OWNED ENTERPRISE OR INSTITUTION SUBJECT TO ITT 4.7 OR ANY COMBINATION OF SUCH ENTITIES IN THE FORM OF A JOINT VENTURE (JV)/CONSORTIUM UNDER AN EXISTING AGREEMENT OR WITH THE INTENT TO ENTER INTO SUCH AN AGREEMENT SUPPORTED BY A LETTER OF INTENT. ONLY INSURANCE SERVICE PROVIDERS REGISTERED BY INSURANCE REGULATORY AUTHORITY ARE ELIGIBLE TO TENDER AND SIGN CONTRACTS.

4.2 IN THE CASE OF A JOINT VENTURE, ALL MEMBERS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE EXECUTION OF THE ENTIRE CONTRACT IN ACCORDANCE WITH THE CONTRACT TERMS. THE JV SHALL NOMINATE A REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO CONDUCT ALL BUSINESS FOR AND ON BEHALF OF ANY AND ALL THE MEMBERS OF THE JV DURING THE TENDERING PROCESS AND, IN THE EVENT THE JV IS AWARDED THE CONTRACT, DURING CONTRACT EXECUTION. MEMBERS OF A JOINT VENTURE MAY NOT ALSO MAKE AN INDIVIDUAL TENDER, BE A SUBCONTRACTOR IN A SEPARATE TENDER OR BE PART OF ANOTHER JOINT VENTURE FOR THE PURPOSES OF THE SAME TENDER. THE PROCURING ENTITY SHOULD ALLOW A REASONABLE NUMBER OF JV OR CONSORTIUM MEMBERS. THE MAXIMUM NUMBER OF JV MEMBERS TO BE ALLOWED SHALL BE SPECIFIED IN THE **TDS**.

4.3 PUBLIC OFFICERS OF THE PROCURING ENTITY, THEIR SPOUSE, CHILD, PARENT, BROTHER, SISTER, CHILD, PARENT OR SISTER OF A SPOUSE, THEIR BUSINESS ASSOCIATES OR AGENTS AND FIRMS /ORGANIZATIONS IN WHICH THEY HAVE A SUBSTANTIAL OR CONTROLLING INTEREST SHALL NOT BE ELIGIBLE TO TENDER OR BE AWARDED A CONTRACT.

4.4 A TENDERER SHALL NOT HAVE A CONFLICT OF INTEREST. ANY TENDERER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A TENDERER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST FOR THE PURPOSE OF THIS TENDERING PROCESS, IF THE TENDERER:

A) DIRECTLY OR IN DIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANOTHER TENDERER; OR

B) RECEIVES OR HAS RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FROM ANOTHER TENDERER; OR

C) HAS THE SAME LEGAL REPRESENTATIVE/AUTHORIZED PERSON AS ANOTHER TENDERER; OR

D) HAS A RELATIONSHIP WITH ANOTHER TENDERER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS IT IN A POSITION TO INFLUENCE THE TENDER OF ANOTHER TENDERER, OR INFLUENCE THE DECISIONS OF THE PROCURING ENTITY REGARDING THIS TENDERING PROCESS; OR

E) OR ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE PROCURING ENTITY'S REQUIREMENTS (INCLUDING SCHEDULES OF REQUIREMENTS, PERFORMANCE SPECIFICATIONS, ETC.) FOR THE INSURANCE SERVICES THAT ARE THE SUBJECT OF THIS TENDER; OR

F) OR ANY OF ITS AFFILIATES HAS BEEN HIRED (OR IS PROPOSED TO BE HIRED) BY THE PROCURING ENTITY FOR THE CONTRACT IMPLEMENTATION; OR

G) WOULD BE PROVIDING GOODS, WORKS, OR SERVICES RESULTING FROM OR DIRECTLY RELATED TO THE INSURANCE SERVICES SPECIFIED IN ITT 1.1 THAT IT PROVIDED OR WERE PROVIDED BY ANY AFFILIATE THAT DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH THAT FIRM; OR

H) HAS A CLOSE BUSINESS OR FAMILY RELATIONSHIP WITH A STAFF OF THE PROCURING ENTITY WHO: (I) ARE DIRECTLY OR INDIRECTLY INVOLVED IN THE PREPARATION OF THE TENDERING DOCUMENT OR SPECIFICATIONS OF THE CONTRACT, AND/OR THE TENDER EVALUATION PROCESS OF SUCH CONTRACT; OR (II) WOULD BE INVOLVED IN THE IMPLEMENTATION OR SUPERVISION OF SUCH CONTRACT UNLESS THE CONFLICT STEMMING FROM SUCH RELATIONSHIP HAS BEEN RESOLVED IN A MANNER ACCEPTABLE TO THE PROCURING ENTITY THROUGHOUT THE PROCUREMENT PROCESS AND EXECUTION OF THE CONTRACT.

4.5 A FIRM THAT IS A TENDERER SHALL NOT SUBMIT MORE THAN ONE TENDER, EXCEPT FOR PERMITTED ALTERNATIVE TENDERS. SUCH SUBMISSION SHALL RESULT IN THE DISQUALIFICATION OF ALL TENDERS IN WHICH THE FIRM IS INVOLVED.

4.6 A TENDERER MAY HAVE THE NATIONALITY OF ANY COUNTRY, SUBJECT TO THE RESTRICTIONS PURSUANT TO ITT 4.8. A TENDERER SHALL BE DEEMED TO HAVE THE NATIONALITY OF A COUNTRY IF THE TENDERER IS CONSTITUTED, INCORPORATED OR REGISTERED IN AND OPERATES IN CONFORMITY WITH THE PROVISIONS OF THE LAWS OF THAT COUNTRY, AS EVIDENCED BY ITS ARTICLES OF INCORPORATION (OR EQUIVALENT DOCUMENTS OF CONSTITUTION OR ASSOCIATION) AND ITS REGISTRATION DOCUMENTS, AS THE CASE MAY BE. THIS CRITERION ALSO SHALL APPLY TO THE DETERMINATION OF THE NATIONALITY OF PROPOSED SUB-CONTRACTORS OR SUB-CONSULTANTS FOR ANY PART OF THE CONTRACT INCLUDING RELATED SERVICES.

4.7 A TENDERER THAT HAS BEEN DEBARRED BY PPRA FROM PARTICIPATING IN PUBLIC PROCUREMENT SHALL BE INELIGIBLE TO TENDER OR BE AWARDED A CONTRACT. THE LIST OF DEBARRED FIRMS AND INDIVIDUALS IS AVAILABLE FROM THE PPRA WEBSITE WWW.PPRA.GO.KE.

4.8 TENDERERS THAT ARE STATE-OWNED ENTERPRISES OR INSTITUTIONS IN KENYA MAY BE ELIGIBLE TO COMPETE AND BE AWARDED A CONTRACT(S) IF THEY CAN ESTABLISH THAT THEY ARE REGISTERED AS INSURANCE BUSINESSES OR ARE AUTHORIZED TO OPERATE AS INSURANCE BUSINESS.

4.9 FIRMS AND INDIVIDUALS MAY BE INELIGIBLE IF (A) AS A MATTER OF LAW OR OFFICIAL REGULATIONS, KENYA PROHIBITS COMMERCIAL RELATIONS WITH THAT COUNTRY, OR (B) BY AN ACT OF COMPLIANCE WITH A DECISION OF THE UNITED NATIONS SECURITY COUNCIL TAKEN UNDER CHAPTER VII OF THE CHARTER OF THE UNITED NATIONS, KENYA PROHIBITS ANY IMPORT OF GOODS OR CONTRACTING OF WORKS OR SERVICES FROM THAT COUNTRY, OR ANY PAYMENTS TO ANY COUNTRY, PERSON, OR ENTITY IN THAT COUNTRY.

4.10 THE INSURANCE ACT OF KENYA REQUIRES THAT INSURANCE COMPANIES THAT WISH TO OFFER INSURANCE SERVICES IN KENYA SHOULD BE REGISTERED WITH THE INSURANCE REGULATORY AUTHORITY (IRA) OF KENYA TO ALLOW THEM UNDERTAKE INSURANCE BUSINESS IN KENYA. REGISTRATION SHALL BE A CONDITION FOR TENDER. A PROCURING ENTITY SHALL SEEK PRIOR APPROVAL IN WRITING FROM THE COMMISSIONER OF INSURANCE TO PLACE ANY INSURANCE BUSINESS WITH AN INSURER NOT REGISTERED IN KENYA.

4.11 THE COMPETITION ACT OF KENYA REQUIRES THAT FIRMS WISHING TO TENDER AS JOINT VENTURE UNDERTAKINGS WHICH MAY PREVENT, DISTORT OR LESSEN COMPETITION IN PROVISION OF SERVICES ARE PROHIBITED UNLESS THEY ARE EXEMPT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 25 OF THE ACT. JVS WILL BE REQUIRED TO SEEK 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.

4.12 A KENYAN TENDERER SHALL PROVIDE EVIDENCE OF HAVING FULFILLED HIS/HER TAX OBLIGATIONS AS SPECIFIED IN THE **TDS.**

4.13 A TENDERER SHALL BE REQUIRED TO FULFILL ALL OTHER ELIGIBILITY AS SPECIFIED IN SECTION III – EVALUATION AND QUALIFICATION CRITERIA.

5. TENDER DOCUMENT, CLARIFICATION, SITE VISIT AND PRE-TENDER MEETING

5.1 THE TENDER INVITATION 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.

5.2 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 6. IN CASE OF ANY CONTRADICTION, DOCUMENTS OBTAINED DIRECTLY FROM THE PROCURING ENTITY AND GOVERNMENT DEDICATED PORTAL SHALL PREVAIL.

5.3 THE TENDERER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, FORMS, TERMS OF REFERENCE, AND SPECIFICATIONS IN THE TENDERING DOCUMENT AND TO FURNISH WITH ITS TENDER ALL INFORMATION OR DOCUMENTATION AS IS REQUIRED BY THE TENDERING DOCUMENT.

5.4 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 IF PROVIDED FOR IN ACCORDANCE WITH ITT 5.5. 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 5.7, 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 GOVERNMENT DEDICATED PORTAL AND ITS WEBSITE IDENTIFIED IN THE **TDS** AND THE STATE TENDER PORTAL. SHOULD THE CLARIFICATION RESULT IN CHANGES TO THE ESSENTIAL ELEMENTS OF THE TENDER DOCUMENTS, THE PROCURING ENTITY SHALL AMEND THE TENDER DOCUMENTS FOLLOWING THE PROCEDURE UNDER ITT 6 AND ITT 21.

5.5 THE TENDERER, AT THE TENDERER'S OWN RESPONSIBILITY AND RISK, IS ENCOURAGED TO VISIT AND EXAMINE AND INSPECT THE SITE (S) AND ITEMS OF THE REQUIRED CONTRACTS AND OBTAIN ALL INFORMATION THAT MAY BE NECESSARY FOR PREPARING A TENDER. THE COSTS OF VISITING THE SITES SHALL BE AT THE TENDERER'S OWN EXPENSE. THE PROCURING ENTITY SHALL SPECIFY IN THE **TDS** IF A PRE-ARRANGED SITE VISIT AND OR A PRE-TENDER MEETING WILL BE HELD, WHEN AND WHERE. THE TENDERER'S DESIGNATED REPRESENTATIVE IS INVITED TO ATTEND A PRE-ARRANGED SITE VISIT AND A PRE-TENDER MEETING, AS THE CASE MAY BE. THE PURPOSE OF THE SITE VISIT AND THE PRE-TENDER MEETING WILL BE TO CLARIFY ISSUES AND TO ANSWER QUESTIONS ON ANY MATTER THAT MAY BE RAISED AT THAT STAGE.

5.6 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.

5.7 MINUTES OF A PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING, IF APPLICABLE, INCLUDING THE TEXT OF THE QUESTIONS ASKED BY TENDERERS AND THE RESPONSES GIVEN, TOGETHER WITH ANY RESPONSES PREPARED AFTER THE MEETING, WILL BE TRANSMITTED PROMPTLY TO ALL TENDERERS WHO HAVE ACQUIRED THE TENDER DOCUMENTS. MINUTES SHALL NOT IDENTIFY THE SOURCE OF THE QUESTIONS ASKED. THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ANONYMIZED (NO NAMES) MINUTES OF THE PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING AT THE GOVERNMENT TENDER PORTAL AND ITS WEBSITE IDENTIFIED IN THE **TDS**. ANY MODIFICATION TO THE TENDER DOCUMENTS THAT MAY BECOME NECESSARY AS A RESULT OF THE PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING SHALL BE MADE BY THE PROCURING ENTITY EXCLUSIVELY THROUGH THE ISSUE OF AN ADDENDUM PURSUANT TO ITT 6 AND NOT THROUGH THE MINUTES OF THE PRE-TENDER MEETING. NON-ATTENDANCE AT THE PRE-ARRANGED SITE VISIT AND THE PRE-TENDER MEETING WILL NOT BE A CAUSE FOR DISQUALIFICATION OF A TENDERER.

6. AMENDMENT OF TENDERING DOCUMENT

6.1 AT ANY TIME PRIOR TO THE DEADLINE FOR SUBMISSION OF TENDERS, THE PROCURING ENTITY MAY AMEND THE TENDERING DOCUMENT BY ISSUING ADDENDA.

6.2 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 5.2. THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH THE ADDENDUM ON THE GOVERNMENT DEDICATED PORTAL AND THE PROCURING ENTITY'S WEBSITE IN ACCORDANCE WITH ITT 5.4.

6.3 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 20.2 BELOW.

7. COST OF TENDERING

7.1 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.

8. LANGUAGE OF TENDER

8.1 THE TENDER AS WELL AS ALL CORRESPONDENCE AND DOCUMENTS RELATING TO THE TENDER EXCHANGED BY THE TENDERER AND THE PROCURING ENTITY SHALL BE WRITTEN IN THE ENGLISH LANGUAGE. SUPPORTING DOCUMENTS AND PRINTED LITERATURE THAT ARE PART OF THE TENDER MAYBE IN ANOTHER LANGUAGE PROVIDED THEY ARE ACCOMPANIED BY AN ACCURATE TRANSLATION OF THE RELEVANT PASSAGES IN TO THE ENGLISH LANGUAGE, IN WHICH CASE, FOR PURPOSES OF INTERPRETATION OF THE TENDER, SUCH TRANSLATION SHALL GOVERN.

9. DOCUMENTS COMPRISING THE TENDER

9.1 THE DOCUMENTS COMPRISING THE TENDER ARE AS SPECIFIED IN ITT 9.2 AND SHALL BE THE BASIS OF DETERMINING COMPLETENESS AND RESPONSIVENESS OF A TENDER. TENDERERS ARE THEREFORE, NOT OBLIGATED TO SUBMIT THE ENTIRE DOCUMENT AS ISSUED BY THE PROCURING ENTITY AS PART OF THEIR TENDER.

9.2 THE TENDER SHALL COMPRISE THE FOLLOWING:

A) FORM OF TENDER PREPARED IN ACCORDANCE WITH ITT 10;

B) SCHEDULES: PRICED ACTIVITY SCHEDULE COMPLETED IN ACCORDANCE WITH ITT 10 AND ITT 11;

C) TENDER SECURITY OR TENDER-SECURING DECLARATION IN ACCORDANCE WITH ITT 16.1;

D) ALTERNATIVE TENDER: IF PERMISSIBLE IN ACCORDANCE WITH ITT 12;

E) AUTHORIZATION: WRITTEN CONFIRMATION AUTHORIZING THE SIGNATORY OF THE TENDER TO COMMIT THE TENDERER, IN ACCORDANCE WITH ITT 17.3;

F) QUALIFICATIONS: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 14 ESTABLISHING THE TENDERER'S QUALIFICATIONS TO PERFORM THE CONTRACT IF ITS TENDER IS ACCEPTED;

G) TENDERER'S ELIGIBILITY: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 14 ESTABLISHING THE TENDERER'S ELIGIBILITY TO TENDER;

H) CONFORMITY: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 13, THAT THE SERVICES CON FORM TO THE TENDERING DOCUMENT;

I) SAMPLE INSURANCE POLICY FOR EACH TYPE OF INSURANCE REQUIRED, AND

J) ANY OTHER DOCUMENT REQUIRED IN THE **TDS.**

9.3 THE TENDERER SHALL FURNISH IN THE FORM OF TENDER INFORMATION ON COMMISSIONS TO BE PAID TO BROKERS, MEDICAL INSURANCE PROVIDERS AND AGENTS.

10. FORM OF TENDER, SCHEDULE OF REQUIREMENTS AND ALTERNATIVE TENDERS

10.1 THE FORM OF TENDER AND PRICED SCHEDULE OF REQUIREMENTS SHALL BE PREPARED USING THE RELEVANT FORMS FURNISHED IN SECTION IV, TENDERING FORMS. THE FORMS MUST BE COMPLETED WITHOUT ANY ALTERATIONS TO THE TEXT, AND NO SUBSTITUTES SHALL BE ACCEPTED EXCEPT AS PROVIDED UNDER ITT 17.3. ALL BLANK SPACES SHALL BE FILLED IN WITH THE INFORMATION REQUESTED. ALTERNATIVE TENDERS

10.2 UNLESS OTHERWISE INDICATED IN THE **TDS**, ALTERNATIVE TENDERS SHALL NOT BE CONSIDERED. IF ALTERNATIVES ARE PERMITTED, ONLY THE TECHNICAL ALTERNATIVES, IF ANY, OF THE BEST EVALUATED TENDERER SHALL BE CONSIDERED BY THE PROCURING ENTITY.

11. TENDER PREMIUMS AND PREMIUM RATES

11.1 THE PREMIUMS AND APPLICABLE PREMIUM RATES QUOTED BY THE TENDERER IN THE FORM OF TENDER AND IN THE SCHEDULE OF REQUIREMENTS SHALL CONFORM TO THE REQUIREMENTS SPECIFIED BELOW.

11.2 THE CONTRACT SHALL BE FOR THE INSURANCE SERVICES OF THE ITEMS DESCRIBED IN THE SCHEDULE OF REQUIREMENTS SUBMITTED BY THE TENDERER.

11.3 THE TENDERER SHALL QUOTE APPLICABLE RATES IN THE FORM OF TENDER IN ACCORDANCE WITH ITT 10.1.

11.4 ALL DUTIES, TAXES, AND OTHER LEVIES PAYABLE BY THE INSURANCE PROVIDER UNDER THE CONTRACT, OR FOR ANY OTHER CAUSE SHALL BE INCLUDED IN THE TOTAL TENDER PREMIUM SUBMITTED BY THE TENDERER.

11.5 THE PREMIUMS QUOTED BY THE TENDERER MAY BE SUBJECT TO ADJUSTMENT DURING THE PERFORMANCE OF THE CONTRACT AS PROVIDED FOR IN THE **TDS.**

11.6 THE TENDER PRICE SHALL BE INCLUSIVE OF A CAPACITY BUILDING LEVY OF ZERO POINT ZERO THREE PER CENTUM (0.03%) OF THE TENDER SUM EXCLUSIVE OF ALL APPLICABLE TAXES.

12. CURRENCIES OF TENDER AND PAYMENT

12.1 THE CURRENCY OF THE TENDER AND THE CURRENCY OF PAYMENTS SHALL BE KENYA SHILLINGS, UNLESS OTHERWISE APPROVED BY THE COMMISSIONER OF INSURANCE AND SO SPECIFIED IN THE **TDS.**

13. DOCUMENTS ESTABLISHING CONFORMITY OF SERVICES

13.1 TO ESTABLISH THE CONFORMITY OF THE INSURANCE SERVICES TO THE TENDERING DOCUMENT, THE TENDERER SHALL FURNISH AS PART OF ITS TENDER THE DOCUMENTARY EVIDENCE THAT SERVICES PROVIDED CONFORM TO THE PROCUREMENT ENTITY'S REQUIREMENTS SPECIFIED IN SECTION V, SCHEDULE OF REQUIREMENTS.

13.2 STANDARDS FOR PROVISION OF THE INSURANCE SERVICES ARE INTENDED TO BE DESCRIPTIVE ONLY AND NOT RESTRICTIVE. THE TENDERER MAY OFFER OTHER STANDARDS OF QUALITY 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 V, SCHEDULE OF REQUIREMENTS.

13.3 TENDERERS SHALL BE ASKED TO PROVIDE, AS PART OF THE DATA FOR QUALIFICATION, SUCH INFORMATION, INCLUDING DETAILS OF OWNERSHIP, AS SHALL BE REQUIRED TO DETERMINE WHETHER, ACCORDING TO THE CLASSIFICATION ESTABLISHED BY THE PROCURING ENTITY, A SERVICE PROVIDER OR GROUP OF SERVICE PROVIDERS QUALIFIES FOR A MARGIN OF PREFERENCE. FURTHER THE INFORMATION WILL ENABLE THE PROCURING ENTITY IDENTIFY ANY ACTUAL OR POTENTIAL CONFLICT OF INTEREST IN RELATION TO THE PROCUREMENT AND / OR CONTRACT MANAGEMENT PROCESSES, OR A POSSIBILITY OF COLLUSION BETWEEN TENDERERS, AND THERE BY HELP TO PREVENT ANY CORRUPT INFLUENCE IN RELATION TO THE PROCUREMENT PROCESS OR CONTRACT MANAGEMENT.

13.4 THE PURPOSE OF THE INFORMATION DESCRIBED IN ITT 13.3 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 FOR INSURANCE SERVICES 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.

13.5 THE TENDERER SHALL PROVIDE FURTHER DOCUMENTARY PROOF, INFORMATION OR AUTHORIZATIONS THAT THE PROCURING ENTITY MAY REQUEST IN RELATION TO OWNERSHIP AND CONTROL WHICH INFORMATION ON ANY CHANGES TO THE INFORMATION WHICH WAS PROVIDED BY THE TENDERER UNDER ITT 5.2. THE OBLIGATIONS TO REQUIRE THIS INFORMATION SHALL CONTINUE FOR THE DURATION OF THE PROCUREMENT PROCESS, CONTRACT PERFORMANCE AND, AFTER COMPLETION OF THE CONTRACT, IF INFORMATION PREVIOUSLY PROVIDED REVEAL A CONFLICT OF INTEREST IN RELATION TO THE AWARD OR MANAGEMENT OF THE CONTRACT.

13.6 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.

13.7 IF A TENDERER FAILS TO SUBMIT THE INFORMATION REQUIRED BY THESE REQUIREMENTS, ITS TENDER WILL BE REJECTED. SIMILARLY, IF THE PROCURING ENTITY IS UNABLE, AFTER TAKING REASONABLE STEPS, TO VERIFY TO A REASONABLE DEGREE THE INFORMATION SUBMITTED BY A TENDERER PURSUANT TO THESE REQUIREMENTS, THEN THE TENDER WILL BE REJECTED.

13.8 IF INFORMATION SUBMITTED BY A TENDERER PURSUANT TO THESE REQUIREMENTS, OR OBTAINED BY THE PROCURING ENTITY (WHETHER THROUGH ITS OWN ENQUIRIES, THROUGH NOTIFICATION BY THE PUBLIC OR OTHERWISE), SHOWS ANY CONFLICT OF INTEREST WHICH COULD MATERIALLY AND IMPROPERLY BENEFIT THE TENDERER IN RELATION TO THE PROCUREMENT OR CONTRACT MANAGEMENT PROCESS, THEN:

I) IF THE PROCUREMENT PROCESS IS STILL ONGOING, THE TENDERER WILL BE DISQUALIFIED FROM THE PROCUREMENT PROCESS,

II) IF THE CONTRACT HAS BEEN AWARDED TO THAT TENDERER, THE CONTRACT AWARD WILL BE SET ASIDE,

III) THE TENDERER WILL BE REFERRED TO THE RELEVANT LAW ENFORCEMENT AUTHORITIES FOR INVESTIGATION OF WHETHER THE TENDERER OR ANY OTHER PERSONS HAVE COMMITTED ANY CRIMINAL OFFENCE.

13.9 IF A TENDERER SUBMITS INFORMATION PURSUANT TO THESE REQUIREMENTS THAT IS INCOMPLETE, INACCURATE OR OUT-OF-DATE, OR ATTEMPTS TO OBSTRUCT THE VERIFICATION PROCESS, THEN THE CONSEQUENCES ITT 13.7 WILL ENSUE UNLESS THE TENDERER CAN SHOW TO THE REASONABLE SATISFACTION OF THE PROCURING ENTITY THAT ANY SUCH ACT WAS NOT MATERIAL, OR WAS DUE TO GENUINE ERROR WHICH WAS NOT ATTRIBUTABLE TO THE INTENTIONAL ACT, NEGLIGENCE OR RECKLESSNESS OF THE TENDERER.

14. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE TENDERER

14.1 TO ESTABLISH TENDERER'S ELIGIBILITY IN ACCORDANCE WITH ITT 4, TENDERERS SHALL COMPLETE THE FORM OF TENDER, AND ALL TENDERING FORMS INCLUDED IN SECTION IV.

14.2 THE DOCUMENTARY EVIDENCE OF THE TENDERER'S QUALIFICATIONS TO PERFORM THE CONTRACT IF ITS TENDER IS ACCEPTED SHALL ESTABLISH TO THE PROCURING ENTITY'S SATISFACTION THAT THE TENDERER MEETS EACH OF THE QUALIFICATION CRITERION SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.

14.3 IN THE EVENT THAT PRE-QUALIFICATION OF TENDERERS HAS BEEN UNDER TAKEN AS STATED IN THE **TDS**, ONLY TENDERS FROM PRE- QUALIFIED TENDERERS SHALL BE CONSIDERED FOR AWARD OF CONTRACT. THESE QUALIFIED TENDERERS SHOULD SUBMIT WITH THEIR TENDERS ANY INFORMATION UPDATING THEIR ORIGINAL PRE-QUALIFICATION APPLICATIONS OR, ALTERNATIVELY, CONFIRM IN THEIR TENDERS THAT THE ORIGINALLY SUBMITTED PRE-QUALIFICATION INFORMATION REMAINS ESSENTIALLY CORRECT AS OF THE DATE OF TENDER SUBMISSION.

14.4 IN THE EVENT THAT PRE-QUALIFICATION OF TENDERERS HAS BEEN UNDERTAKEN AS STATED IN ITT 14.3, THE PROVISIONS ON QUALIFICATIONS OF THE SECTION III, EVALUATION AND QUALIFICATION CRITERIA SHALL NOT APPLY.

14.5 IF PRE-QUALIFICATION HAS NOT TAKEN PLACE BEFORE TENDERING, THE QUALIFICATION CRITERIA FOR THE TENDERERS APPLICABLE ARE SPECIFIED- IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.

15. PERIOD OF VALIDITY OF TENDER

15.1 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 19.1). A TENDER VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.

15.2 IN EXCEPTIONAL CIRCUMSTANCES, PRIOR TO THE EXPIRATION OF THE TENDER VALIDITY PERIOD, THE PROCURING ENTITY MAY REQUEST TENDERERS TO EXTEND THE PERIOD OF VALIDITY OF THEIR TENDERS. THE REQUEST AND THE RESPONSES SHALL BE MADE IN WRITING. IF A TENDER SECURITY IS REQUESTED IN ACCORDANCE WITH ITT 16, IT SHALL ALSO BE EXTENDED FOR A CORRESPONDING PERIOD. A TENDERER MAY DECLINE THE REQUEST WITHOUT FORFEITING ITS TENDER SECURITY. A TENDERER GRANTING THE REQUEST SHALL NOT BE REQUIRED OR PERMITTED TO MODIFY ITS TENDER.

16. TENDER SECURITY

16.1 THE TENDERER SHALL FURNISH AS PART OF ITS TENDER, EITHER A TENDER-SECURING DECLARATION OR A TENDER SECURITY, AS SPECIFIED IN THE TDS, IN THE CASE OF A TENDER SECURITY, IN THE AMOUNT AND CURRENCY SPECIFIED IN THE **TDS**. TENDER SECURITY SHALL REMAIN VALID FOR THE PERIOD SPECIFIED IN THE **TDS.**

16.2 WHERE THE TENDER SECURITIES ARE OBTAINED DIGITALLY, THE TENDERER SHALL ENSURE THAT THE SUBMITTED COPY OF TENDER SECURITY SHALL CONTAIN A MECHANISM FOR VERIFICATION OF THE TENDER SECURITY.

16.3 A TENDER SECURING DECLARATION SHALL USE THE FORM INCLUDED IN SECTION IV, TENDERING FORMS.

16.4 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 16.1, THE TENDER SECURITY SHALL BE OBTAINED 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 LICENSED BY THE INSURANCE REGULATORY AUTHORITY AND LISTED BY PPRA; OR

IV) A GUARANTEE ISSUED BY A FINANCIAL INSTITUTION APPROVED AND LICENSED BY THE CENTRAL BANK OF KENYA,

16.5 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 16.1, ANY TENDER NOT ACCOMPANIED BY A SUBSTANTIALLY RESPONSIVE TENDER SECURITY SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.

16.6 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 16.1, THE TENDER SECURITY OF UNSUCCESSFUL TENDERERS SHALL BE RETURNED WITHIN 14 DAYS UPON THE SUCCESSFUL TENDERER SIG NING THE CONTRACT .THE PROCURING ENTITY SHALL ALSO PRO MPTLY RETURN THE TENDER SECURITY TO THE TENDERERS WHER E THE PROCUREMENT PROCEEDINGS ARE TERMINATED, OR A BI DDER DECLINES TO EXTEND TENDER VALIDITY PERIOD..

16.7 THE TENDER SECURITY OF THE SUCCESSFUL TENDERER SHALL BE RETURNED WITHIN 14 DAYS ONCE THE SUCCESSFUL TENDERER HAS SIGNED THE CONTRACT AND FURNISHED THE REQUIRED PERFORMANCE SECURITY.

16.8 THE TENDER SECURITY MAY BE FORFEITED:

A) IF A TENDERER WITHDRAWS ITS TENDER DURING THE PERIOD OF TENDER VALIDITY SPECIFIED BY THE TENDERER IN THE FORM OF TENDER, OR ANY EXTENSION THERETO PROVIDED BY THE TENDERER; OR

B) IF THE SUCCESSFUL TENDERER FAILS TO:

I) SIGN THE CONTRACT IN ACCORDANCE WITH ITT 40; OR

II) FURNISH A PERFORMANCE SECURITY IN ACCORDANCE WITH ITT 41.

16.9 WHERE TENDER-SECURING DECLARATION IS EXECUTED, THE PROCURING ENTITY SHALL RECOMMEND THAT PPRA DEBARS THE TENDERER FROM PARTICIPATING IN PUBLIC PROCUREMENT AS PROVIDED IN THE LAW:

A) IF A TENDERER WITHDRAWS ITS TENDER DURING THE PERIOD OF TENDER VALIDITY SPECIFIED BY THE TENDERER IN THE FORM OF TENDER, OR ANY EXTENSION THERETO PROVIDED BY THE TENDERER; OR

B) IF THE SUCCESSFUL TENDERER FAILS TO:

I) SIGN THE CONTRACT IN ACCORDANCE WITH ITT 40; OR

II) FURNISH A PERFORMANCE SECURITY IN ACCORDANCE WITH ITT 41.

16.10 A TENDERER SHALL NOT ISSUE A TENDER SECURITY TO GUARANTEE ITSELF.

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17. FORMAT AND SIGNING OF TENDER

17.1 THE TENDERER SHALL PREPARE ONE ORIGINAL OF THE DOCUMENTS COMPRISING THE TENDER AS DESCRIBED IN ITT 9, 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.

17.2 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 OTHER SENSITIVE INFORMATION.

17.3 THE ORIGINAL AND ALL COPIES OF THE TENDER SHALL BE TYPED OR WRITTEN IN INDELIBLE INK AND SHALL BE SIGNED BY THE PRINCIPAL OFFICER OR A PERSON OR PERSONS DULY AUTHORIZED BY THE PRINCIPAL OFFICER IN WRITING TO SIGN ON BEHALF OF THE TENDERER. THIS AUTHORIZATION SHALL CONSIST OF A WRITTEN CONFIRMATION CAPTURED IN THE TENDERER INFORMATION FORM . THE CONFIRMATION SHALL BE PROVIDED EVEN WHERE THE PRINCIPAL OFFICER IS THE ONE AUTHORIZED TO SIGN. ALL PAGES OF THE TENDER WHERE ENTRIES OR AMENDMENTS HAVE BEEN MADE SHALL BE SIGNED OR INITIALED BY THE PERSON SIGNING THE TENDER.

17.4 THE TENDERER SHALL ENSURE THAT ALL PAGES OF A DULLY COMPLETED TENDER WHERE INFORMATION HAS BEEN PRESENTED IS CLEARLY MARKED IN INDELIBLE INK AND SEQUENTIALLY SERIALIZED.

17.5 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

18. SEALING AND MARKING OF TENDERS

18.1 THE TENDERER SHALL DELIVER THE TENDER IN A SINGLE, SEALED ENVELOPE. WITHIN THE SINGLE ENVELOPE THE TENDERER SHALL PLACE THE FOLLOWING SEPARATE, SEALED ENVELOPES:

A) IN AN ENVELOPE MARKED "ORIGINAL", ALL DOCUMENTS COMPRISING THE TENDER, AS DESCRIBED IN ITT 10; AND

B) IN AN ENVELOPE MARKED "COPIES", ALL REQUIRED COPIES OF THE TENDER; AND

18.2 THE INNER ENVELOPES SHALL:

A) BEAR THE NAME AND ADDRESS OF THE TENDERER;

B) BE ADDRESSED TO THE PROCURING ENTITY IN ACCORDANCE WITH ITT 19.1;

C) BEAR THE SPECIFIC IDENTIFICATION OF THIS TENDERING PROCESS SPECIFIED IN ACCORDANCE WITH **TDS** 1.1; AND

D) BEAR A WARNING NOT TO OPEN BEFORE THE TIME AND DATE FOR TENDER OPENING.

18.3 THE OUTER-ENVELOPES SHALL:

A) BE ADDRESSED TO THE PROCURING ENTITY IN ACCORDANCE WITH ITT 19.1;

B) BEAR THE SPECIFIC IDENTIFICATION OF THIS TENDERING PROCESS SPECIFIED IN ACCORDANCE WITH **TDS** 1.1; AND

(C) BEAR A WARNING NOT TO OPEN BEFORE THE TIME AND DATE FOR TENDER OPENING.

IF ALL ENVELOPES ARE NOT SEALED AND MARKED AS REQUIRED, THE PROCURING ENTITY WILL ASSUME NO RESPONSIBILITY FOR THE MISPLACEMENT OR PREMATURE OPENING OF THE TENDER.

THE PROVISIONS OF CLAUSE 18 SHALL NOT APPLY TO TENDERS SUBMITTED ELECTRONICALLY.

19. DEADLINE FOR SUBMISSION OF TENDERS

19.1 TENDERS MUST BE RECEIVED BY THE PROCURING ENTITY AT THE ADDRESS AND NOT 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.**

19.2 THE PROCURING ENTITY MAY, AT ITS DISCRETION, EXTEND THE DEADLINE FOR THE SUBMISSION OF TENDERS BY AMENDING THE TENDERING DOCUMENT IN ACCORDANCE WITH ITT 6, 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.

20. LATE TENDERS

20.1 THE PROCURING ENTITY SHALL NOT CONSIDER ANY TENDER THAT ARRIVES AFTER THE DEADLINE FOR SUBMISSION OF TENDERS, IN ACCORDANCE WITH ITT 19. ANY TENDER RECEIVED BY THE PROCURING ENTITY AFTER THE DEADLINE FOR SUBMISSION OF TENDERS SHALL BE DECLARED LATE AND REJECTED. THE PROCURING ENTITY SHALL THEN PROCEED TO OPEN THE OUTER ENVELOPE AND RETURN THE TENDER UNOPENED THROUGH THE ADDRESS PROVIDED IN THE INNER ENVELOPE.

21. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF TENDERS

21.1 A TENDERER MAY WITHDRAW, SUBSTITUTE, OR MODIFY ITS TENDER AFTER IT HAS BEEN SUBMITTED BY SENDING A WRITTEN NOTICE, DULY SIGNED BY THE AUTHORIZED REPRESENTATIVE APPOINTED IN ACCORDANCE WITH ITT 17.3. THE WITHDRAWAL, SUBSTITUTION AND MODIFICATION ENVELOPES SHOULD 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 SUBSTITUTION OR MODIFICATION OF THE TENDER MUST ACCOMPANY THE RESPECTIVE WRITTEN NOTICE.

21.2 THE TENDERER SHALL DELIVER THE WITHDRAWAL NOTICE AND THE POWER OF ATTORNEY IN A SINGLE SEALED ENVELOPE CLEARLY MARKED "WITHDRAWAL".

21.3 THE TENDERER SHALL DELIVER THE TENDERS IN A SINGLE SEALED ENVELOPE CLEARLY MARKED "SUBSTITUTION," OR "MODIFICATION; WITHIN THE SINGLE ENVELOPE, THE TENDERER SHALL PLACE THE FOLLOWING SEPARATE, SEALED ENVELOPES:
A) AN ENVELOPE LABELLED "SUBSTITUTION," OR "MODIFICATION" NOTICE, CONTAINING THE NOTICE AND "POWER OF ATTORNEY". THE NOTICE MUST BE PREPARED IN ACCORDANCE WITH ITT 18;
B) THE SECOND ENVELOPE CONTAINING THE CORRESPONDING SUBSTITUTION OR MODIFICATION DOCUMENT SHALL:
(I) BEAR THE NAME AND ADDRESS OF THE TENDERER;
(II) BE ADDRESSED TO THE PROCURING ENTITY IN ACCORDANCE WITH ITT 19.1;

(III) BEAR THE SPECIFIC IDENTIFICATION OF THIS TENDERING PROCESS SPECIFIED IN ACCORDANCE WITH **TDS** 1.1; AND

(IV) BEAR A WARNING NOT TO OPEN BEFORE THE TIME AND DATE FOR TENDER OPENING.

C) RECEIVED BY THE PROCURING ENTITY PRIOR TO THE DEADLINE PRESCRIBED FOR SUBMISSION OF TENDERS, IN ACCORDANCE WITH ITT 19.

21.4 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.

21.5 TENDERERS SHALL BE ALLOWED TO SUBMIT MODIFICATIONS TO BIDS OR PROPOSALS OR WITHDRAW PREVIOUSLY SUBMITTED BIDS OR PROPOSALS ELECTRONICALLY UP TO, BUT NOT AFTER, THE BID SUBMISSION DEADLINE.

22. TENDER OPENING

22.1 EXCEPT AS IN THE CASES SPECIFIED IN ITT 19 AND ITT 21, 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 19.1, SHALL BE AS SPECIFIED IN THE **TDS.**

22.2 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.

22.3 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. IF THE SUBSTITUTION 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 SUBSTITUTION SHALL NOT BE PERMITTED.

22.4 NEXT, ENVELOPES MARKED “MODIFICATION” SHALL BE OPENED AND READ OUT WITH THE CORRESPONDING TENDER. IF THE MODIFICATION 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 MODIFICATION SHALL NOT BE PERMITTED.

22.5 WHERE SUBSTITUTION OR MODIFICATION IS NOT PERMITTED, THE ORIGINAL TENDER SHALL BE OPENED AND CONSIDERED WHILE THE CORRESPONDING SUBSTITUTION OR MODIFICATION SHALL BE RETURNED TO THE TENDERER UNOPENED.

22.6 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 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.

22.7 ONLY TENDERS AND ALTERNATIVE TENDERS 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 THE TENDER OPENING COMMITTEE MEMBERS ATTENDING THE TENDER OPENING.

22.8 THE PROCURING ENTITY SHALL NEITHER DISCUSS THE MERITS OF ANY TENDER NOR REJECT ANY TENDER (EXCEPT FOR LATE TENDERS, IN ACCORDANCE WITH ITT 20.1).

2.9GISTER 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 PREMIUM, PER LOT (CONTRACT) IF APPLICABLE;

C) ANY ALTERNATIVE TENDERS;

D) THE PRESENCE OR ABSENCE OF A TENDER SECURITY OR TENDER-SECURING DECLARATION, IF ONE WAS REQUIRED;

E) WHERE APPLICABLE, SPECIFY THE PARTICULARS OF THE ISSUING INSTITUTIONS, THE VALUE (AMOUNT) AND VALIDITY PERIOD (NUMBER OF DAYS) OF THE TENDER SECURITY PROVIDED; AND

F) NUMBER OF PAGES OF EACH TENDER DOCUMENT RECEIVED.

22.10 THE TENDERERS' REPRESENTATIVES WHO ARE PRESENT SHALL BE REQUESTED TO SIGN AN ATTENDANCE REGISTER. THE OMISSION OF A TENDERER'S SIGNATURE ON THE ATTENDANCE REGISTER SHALL NOT INVALIDATE THE CONTENTS AND EFFECT OF THE RECORD. A COPY OF THE TENDER OPENING REGISTER SHALL BE ISSUED TO A TENDERER UPON REQUEST.

E. EVALUATION AND COMPARISON OF TENDERS

23. CONFIDENTIALITY

23.1 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 35.

23.2 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.

23.3 NOTWITHSTANDING ITT 23.2, 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.

24. CLARIFICATION OF TENDERS

24.1 TO ASSIST IN THE EXAMINATION, EVALUATION AND COMPARISON OF TENDERS, AND QUALIFICATION OF THE TENDERERS, THE PROCURING ENTITY MAY, AT THE PROCURING ENTITY'S DISCRETION, ASK ANY TENDERER FOR CLARIFICATION OF ITS TENDER INCLUDING BREAKDOWNS OF THE PRICES IN THE ACTIVITY SCHEDULE, AND OTHER INFORMATION THAT THE PROCURING ENTITY MAY REQUIRE. ANY CLARIFICATION SUBMITTED BY A TENDERER IN RESPECT TO ITS TENDER AND THAT IS NOT IN RESPONSE TO A REQUEST BY THE PROCURING ENTITY SHALL NOT BE CONSIDERED. THE PROCURING ENTITY'S REQUEST FOR CLARIFICATION AND THE RESPONSE SHALL BE IN WRITING. NO CHANGE, INCLUDING ANY VOLUNTARY INCREASE OR DECREASE, IN THE PRICES OR SUBSTANCE OF THE TENDER SHALL BE SOUGHT, OFFERED, OR PERMITTED, EXCEPT TO CONFIRM THE CORRECTION OF ARITHMETIC ERRORS DISCOVERED BY THE PROCURING ENTITY IN THE EVALUATION OF THE TENDERS, IN ACCORDANCE WITH ITT 27.

24.2 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.

25. DETERMINATION OF RESPONSIVENESS

25.1 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 9.

25.2 A SUBSTANTIALLY RESPONSIVE TENDER IS ONE THAT MEETS THE REQUIREMENTS OF THE TENDERING DOCUMENT WITHOUT MATERIAL DEVIATION. . A MATERIAL DEVIATION IS ONE THAT:

A) IF ACCEPTED, WOULD:
I) AFFECT IN ANY SUBSTANTIAL WAY THE SCOPE, QUALITY, OR PERFORMANCE OF THE INSURANCE SERVICES SPECIFIED IN THE CONTRACT; OR

II) LIMIT IN ANY SUBSTANTIAL WAY, INCONSISTENT WITH THE TENDERING DOCUMENT, THE PROCURING ENTITY'S RIGHTS OR THE TENDERER'S OBLIGATIONS UNDER THE CONTRACT; OR

B) IF RECTIFIED, WOULD UNFAIRLY AFFECT THE COMPETITIVE POSITION OF OTHER TENDERERS PRESENTING SUBSTANTIALLY RESPONSIVE TENDERS.

25.3 THE PROCURING ENTITY SHALL EXAMINE THE TECHNICAL ASPECTS OF THE TENDER SUBMITTED IN ACCORDANCE WITH ITT 13 AND ITT 14, IN PARTICULAR, TO CONFIRM THAT ALL REQUIREMENTS OF SECTION VII, SCHEDULE OF REQUIREMENTS HAVE BEEN MET WITHOUT ANY MATERIAL DEVIATION.

26. NON-CONFORMITIES, ERRORS AND OMISSIONS

26.1 IF A TENDER IS NOT SUBSTANTIALLY RESPONSIVE TO THE REQUIREMENTS OF TENDERING DOCUMENT, IT SHALL BE REJECTED BY THE PROCURING ENTITY AND MAY NOT SUBSEQUENTLY BE MADE RESPONSIVE BY CORRECTION OF THE MATERIAL DEVIATION. NON-CONFORMITIES, ERRORS AND OMISSIONS

26.2 PROVIDED THAT A TENDER IS SUBSTANTIALLY RESPONSIVE, THE PROCURING ENTITY MAY WAIVE ANY NON-CONFORMITIES IN THE TENDER.

26.3 PROVIDED THAT A TENDER IS SUBSTANTIALLY RESPONSIVE, THE PROCURING ENTITY MAY REQUEST THAT THE TENDERER SUBMIT THE NECESSARY INFORMATION OR DOCUMENTATION, WITHIN A REASONABLE PERIOD OF TIME, TO RECTIFY NON-CONFORMITIES OR OMISSIONS IN THE TENDER RELATED TO DOCUMENTATION REQUIREMENTS. REQUESTING INFORMATION OR DOCUMENTATION ON SUCH NON-CONFORMITIES SHALL NOT BE RELATED TO ANY ASPECT OF THE PRICE OF THE TENDER. FAILURE OF THE TENDERER TO COMPLY WITH THE REQUEST MAY RESULT IN THE REJECTION OF ITS TENDER.

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27. ARITHMETICAL ERRORS

27.1 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.

27.2 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 PREMIUM RATE, QUANTITY, SUB-TOTAL AND TOTAL PREMIUMS 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

27.3 TENDERERS SHALL BE NOTIFIED OF ANY ERROR DETECTED IN THEIR BID. DURING THE NOTIFICATION OF INTENTION TO AWARD.

28. COMPARISON OF TENDERS AND CONVERSION TO SINGLE CURRENCY

28.1 THE PROCURING ENTITY SHALL COMPARE THE EVALUATED COSTS OF ALL SUBSTANTIALLY RESPONSIVE TENDERS ESTABLISHED IN ACCORDANCE WITH ITT 26.2 TO DETERMINE THE TENDER THAT HAS THE LOWEST EVALUATED COST. THE COMPARISON SHALL BE ON THE BASIS OF PREMIUMS FOR EACH OFFERED INSURANCE SERVICE.

28.2 FURTHER TO ITT 12.1, THE CURRENCY(IES) OF THE TENDER SHALL BE CONVERTED IN A SINGLE CURRENCY FOR EVALUATION AND COMPARISON PURPOSES AS. THE SOURCE OF EXCHANGE RATE AND THE DATE OF SUCH EXCHANGE RATE SHALL ALSO BE SPECIFIED IN THE **TDS.**

29. MARGIN OF PREFERENCE AND RESERVATIONS

29.1 A MARGIN OF PREFERENCE MAY BE ALLOWED DEPENDING ON THE PRESCRIBED PERCENTAGE OF SHAREHOLDING OF KENYAN CITIZENS AND AS SPECIFIED IN THE **TDS.**

29.2 CONTRACTORS APPLYING FOR SUCH PREFERENCE SHALL BE ASKED TO PROVIDE, AS PART OF THE DATA FOR QUALIFICATION, SUCH INFORMATION, INCLUDING DETAILS OF OWNERSHIP, AS SHALL BE REQUIRED TO DETERMINE WHETHER, ACCORDING TO THE CLASSIFICATION ESTABLISHED BY THE PROCURING ENTITY, A PARTICULAR CONTRACTOR OR GROUP OF CONTRACTORS QUALIFIES FOR A MARGIN OF PREFERENCE.

29.3 WHERE IT IS INTENDED TO RESERVE A CONTRACT TO A SPECIFIC GROUP OF BUSINESSES (THESE GROUPS ARE SMALL AND MEDIUM ENTERPRISES, WOMEN ENTERPRISES, YOUTH ENTERPRISES AND ENTERPRISES OF PERSONS LIVING WITH DISABILITY, AS THE CASE MAYBE), AND WHO ARE APPROPRIATELY REGISTERED AS SUCH BY A COMPETENT AUTHORITY, A PROCURING ENTITY SHALL ENSURE THAT THE INVITATION TO TENDER SPECIFICALLY INDICATES THAT ONLY BUSINESSES OR FIRMS BELONGING TO THE SPECIFIED GROUP ARE ELIGIBLE TO TENDER. NO TENDER SHALL BE RESERVED TO MORE THAN ONE GROUP. IF NOT SO STATED IN THE INVITATION TO TENDER AND IN THE TENDER DOCUMENTS, THE INVITATION TO TENDER WILL BE OPEN TO ALL INTERESTED TENDERERS.

30. EVALUATION OF TENDERS

30.1 THE PROCURING ENTITY SHALL USE THE CRITERIA AND METHODOLOGIES LISTED IN THIS ITT AND SECTION III, EVALUATION AND QUALIFICATION CRITERIA. NO OTHER EVALUATION CRITERIA OR METHODOLOGIES SHALL BE PERMITTED. BY APPLYING THE CRITERIA AND METHODOLOGIES, THE PROCURING ENTITY SHALL DETERMINE THE LOWEST EVALUATED TENDER. THIS IS THE TENDER OF THE TENDERER THAT MEETS THE QUALIFICATION CRITERIA AND WHOSE TENDER HAS BEEN DETERMINED TO BE:

A) SUBSTANTIALLY RESPONSIVE TO THE TECHNICAL REQUIREMENTS IN THE TENDER DOCUMENT; AND

B) THE LOWEST EVALUATED COST.

30.2 IN EVALUATING THE TENDERS, THE PROCURING ENTITY WILL DETERMINE FOR EACH TENDER THE EVALUATED TENDER PRICE BY ADJUSTING THE TENDER PRICE AS FOLLOWS:

A) PRICES OFFERED BY THE TENDERER, CORRECTED APPROPRIATELY IN ACCORDANCE WITH ITT 27;

B) CONVERTING THE AMOUNT RESULTING FROM APPLYING (A) ABOVE, IF ALLOWED, TO A SINGLE CURRENCY IN ACCORDANCE WITH ITT 28.2;

C) THE ADDITIONAL EVALUATION FACTORS ARE SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.

30.3 THE ESTIMATED EFFECT OF THE PRICE ADJUSTMENT PROVISIONS OF THE CONDITIONS OF CONTRACT, APPLIED OVER THE PERIOD OF EXECUTION OF THE CONTRACT, SHALL NOT BE TAKEN IN TO ACCOUNT IN TENDER EVALUATION.

30.4 WHERE THE TENDER INVOLVES MULTIPLE ITEMS, THE TENDERER WILL BE ALLOWED TO TENDER FOR ONE OR MORE ITEMS. EACH ITEM WILL BE EVALUATED IN ACCORDANCE WITH ITT 30.2. THE METHODOLOGY TO DETERMINE THE LOWEST EVALUATED TENDERER OR TENDERERS WILL BE BASED ON EACH ITEM OR A COMBINATION OF ITEMS AS SPECIFIED IN THE **TDS.**

31. COMPARISON OF TENDERS

31.1 THE PROCURING ENTITY SHALL COMPARE THE EVALUATED COSTS OF ALL SUBSTANTIALLY RESPONSIVE TENDERS ESTABLISHED IN ACCORDANCE WITH ITT 30.2 TO DETERMINE THE TENDER THAT HAS THE LOWEST EVALUATED COST.

32. ABNORMALLY LOW TENDERS AND ABNORMALLY HIGH TENDERS

ABNORMALLY LOW TENDERS

32.1 AN ABNORMALLY LOW TENDER IS ONE WHERE THE TENDER PRICE, IN COMBINATION WITH OTHER CONSTITUENT ELEMENTS OF THE TENDER, APPEARS UNREASONABLY LOW TO THE EXTENT THAT THE TENDER PRICE RAISES MATERIAL CONCERNS AS TO THE CAPABILITY OF THE TENDERER TO PERFORM THE CONTRACT FOR THE OFFERED TENDER PRICE OR THAT GENUINE COMPETITION BETWEEN TENDERERS IS COMPROMISED.

32.2 IN THE EVENT OF IDENTIFICATION OF A POTENTIALLY ABNORMALLY LOW TENDER BY THE EVALUATION COMMITTEE, THE PROCURING ENTITY SHALL SEEK WRITTEN CLARIFICATIONS FROM THE TENDERER, INCLUDING DETAILED PRICE ANALYSIS OF ITS TENDER PRICE IN RELATION TO THE SUBJECT MATTER OF THE CONTRACT, SCOPE OF COVER, ALLOCATION OF RISKS AND RESPONSIBILITIES INCLUDING OBTAINING THE UNDERWRITER'S FILED PREMIUM RATES FROM IRA AND ANY OTHER REQUIREMENTS OF THE TENDERING DOCUMENT.

32.3 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

32.4 AN ABNORMALLY HIGH TENDER PRICE IS ONE WHERE THE TENDER PRICE, IN COMBINATION WITH OTHER CONSTITUENT ELEMENTS OF THE TENDER, APPEARS UNREASONABLY TOO HIGH TO THE EXTENT THAT THE PROCURING ENTITY IS CONCERNED THAT IT (THE PROCURING ENTITY) MAY NOT BE GETTING VALUE FOR MONEY OR IT MAY BE PAYING TOO HIGH A PRICE FOR THE CONTRACT COMPARED WITH MARKET PRICES OR THAT GENUINE COMPETITION BETWEEN TENDERERS IS COMPROMISED.

32.5 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 MAY BE.

32.6 IF THE PROCURING ENTITY DETERMINES THAT THE TENDER PRICE IS ABNORMALLY TOO HIGH BECAUSE **GENUINE COMPETITION BETWEEN TENDERERS IS COMPROMISED** *(OFTEN DUE TO COLLUSION, CORRUPTION OR OTHER MANIPULATIONS)*, THE PROCURING ENTITY SHALL REJECT ALL TENDERS AND SHALL INSTITUTE OR CAUSE RELEVANT GOVERNMENT AGENCIES TO INSTITUTE AN INVESTIGATION ON THE CAUSE OF THE COMPROMISE, BEFORE RETENDERING.

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33. POST QUALIFICATION OF THE TENDERER

33.1 THE EVALUATION COMMITTEE MAY, AFTER TENDER EVALUATION, BUT PRIOR TO THE AWARD OF THE TENDER, CONDUCT DUE DILIGENCE TO VERIFY THE QUALIFICATIONS OF THE TENDERER WHO SUBMITTED THE LOWEST EVALUATED RESPONSIVE TENDER.

33.2 IN CONDUCTING THE DUE DILIGENCE, THE EVALUATION COMMITTEE SHALL DETERMINE TO ITS SATISFACTION THAT THE TENDERER SELECTED AS HAVING SUBMITTED THE SUBSTANTIALLY RESPONSIVE AND LOWEST EVALUATED TENDER IS ELIGIBLE AND MEETS THE QUALIFYING CRITERIA SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.

33.3 THE DETERMINATION SHALL BE BASED UPON VERIFICATION OF THE DOCUMENTARY EVIDENCE OF THE TENDERER'S QUALIFICATIONS SUBMITTED PURSUANT TO ITT 14. 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.

33.4 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.

34. PROCURING ENTITY'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS

34.1 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 NOTIFICATION OF AWARD, WITHOUT THEREBY INCURRING ANY LIABILITY TO TENDERERS. IN CASE OF TERMINATION, ALL TENDERERS SHALL BE NOTIFIED WITH REASONS AND ALL , TENDER SECURITIES SHALL BE RETURNED TO THE TENDERERS WITHIN FOURTEEN (14) DAYS FROM THE DATE OF TERMINATION.

F. AWARD OF CONTRACT

35. AWARD CRITERIA

35.1 THE PROCURING ENTITY SHALL AWARD THE CONTRACT TO THE SUCCESSFUL TENDERER WHOSE TENDER HAS BEEN DETERMINED TO BE THE LOWEST EVALUATED TENDER AND IN ACCORDANCE WITH ITT 30.4 AND
IN SECTION 3: EVALUATION AND QUALIFICATION CRITERIA.

36. NOTICE OF INTENTION TO ENTER IN TO A CONTRACT

36.1 UPON AWARD OF THE CONTRACT AND PRIOR TO THE EXPIRY OF THE TENDER VALIDITY PERIOD THE PROCURING ENTITY SHALL NOTIFY IN WRITING THE SUCCESSFUL TENDERER THAT ITS TENDER HAS BEEN ACCEPTED AND RECOMMENDED FOR AWARD. THE NOTIFICATION SHALL INCLUDE THE TENDER PRICE AND THE REASON WHY THE TENDER WAS SUCCESSFUL. THE NOTIFICATION SHOULD NOT BE CONSTRUED TO BE A CONTRACT.

36.2 AT THE SAME TIME, THE PROCURING ENTITY SHALL NOTIFY ALL OTHER TENDERERS THAT THEIR TENDERS WERE NOT SUCCESSFUL. THE NOTIFICATION OF AWARD TO THE UNSUCCESSFUL TENDERERS SHALL CONTAIN, AT A MINIMUM, THE FOLLOWING INFORMATION:
A) THE NAME OF THE TENDERER SUBMITTING THE SUCCESSFUL TENDER;

B) THE CONTRACT PRICE OF THE SUCCESSFUL TENDER;

C) THE REASON FOR THE SUCCESSFUL TENDERER;

D) A STATEMENT OF THE REASON(S) THE TENDER OF THE UNSUCCESSFUL TENDERER TO WHOM THE LETTER IS ADDRESSED WAS UNSUCCESSFUL;

E) THE EXPIRY DATE OF THE STANDSTILL PERIOD; AND

F) INSTRUCTIONS ON HOW TO REQUEST A DEBRIEFING DURING THE STANDSTILL PERIOD;

37. STANDSTILL PERIOD

37.1 THE CONTRACT SHALL NOT BE SIGNED EARLIER THAN THE EXPIRY OF A STANDS TILL PERIOD OF 14DAYS TO ALLOW ANY DISSATISFIED TENDER TO LAUNCH A COMPLAINT.

37.2 THE STANDSTILL PERIOD SHALL COMMENCE WHEN THE PRO CURING ENTITY HAS TRANSMITTED TO EACH TENDERER THE NOTI FICATION OF INTENTION TO ENTER INTO A CONTRACT WITH THE SUCCESSFUL TENDERERDEBRIEFING BY THE PROCURING ENTITY.

38. DEBRIFING BY PROCURING ENTITY

38.1 ON RECEIPT OF THE PROCURING ENTITY'S NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT REFERRED TO IN ITT 38, AN UNSUCCESSFUL TENDERER MAY MAKE A WRITTEN REQUEST TO THE PROCURING ENTITY FOR A DEBRIEFING ON SPECIFIC ISSUES OR CONCERNS REGARDING THEIR TENDER. THE PROCURING ENTITY SHALL PROVIDE THE DEBRIEFING WITHIN FIVE DAYS OF RECEIPT OF THE REQUEST.

38.2 DEBRIEFINGS OF UNSUCCESSFUL TENDERERS MAY BE DONE IN WRITING OR VERBALLY. WHERE THE DEBRIEFING IS VERBAL, IT SHOULD BE FOLLOWED UP IN WRITING. THE TENDERER SHALL BEAR ITS OWN COSTS OF ATTENDING SUCH A DEBRIEFING MEETING.

38.3 TENDERERS MAY STILL REQUEST A DEBRIEFING EVEN AFTER EXPIRY OF THE STANDSTILL PERIOD.

39. NEGOTIATIONS

39.1 THE NEGOTIATIONS SHALL BE HELD AT THE PLACE INDICATED IN THE **TDS** WITH THE TENDERER'S REPRESENTATIVE(S) WHO MUST HAVE WRITTEN POWER OF ATTORNEY TO NEGOTIATE AND SIGN A CONTRACT ON BEHALF OF THE TENDERER. THE PROCURING ENTITY WILL CONSTITUTE A TEAM TO NEGOTIATE A CONTRACT AND THE TERMS OF THE INSURANCE COVER TO BE PROVIDED.

39.2 THE NEGOTIATIONS SHALL START WITH DISCUSSIONS ON THE SCOPE OF THE TERMS AND CONDITIONS OF THE POLICY, ITS CONFORMITY TO THE PROCURING ENTITY'S REQUIREMENTS, THE CONDITIONS AND CIRCUMSTANCES UNDER WHICH THE INSURED WILL BE FINANCIALLY COMPENSATED, AND THE ITEMS THAT WOULD NEED TO BE ATTENDED TO BEFORE THE CONTRACT IS SIGNED AND AN INSURANCE POLICY ISSUED. THESE DISCUSSIONS SHALL NOT SUBSTANTIALLY ALTER THE ORIGINAL SCOPE OF THE PROCURING ENTITY'S REQUIREMENTS. THE ITEMS THAT WOULD NEED TO BE ATTENDED TO BY THE PROCURING ENTITY BEFORE THE CONTRACT IS SIGNED AND AN INSURANCE POLICY ISSUED SHOULD NOT BE SO EXTENDED AS TO RENDER THE SCOPE OF THE REQUIRED SERVICE AND ITS PRICE DIFFERENT FROM THE PROCURING ENTITY'S REQUIREMENTS.

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39.3 THE PROCURING ENTITY SHALL PREPARE MINUTES OF NEGOTIATIONS TO BE SIGNED BY THE PROCURING ENTITY AND THE TENDERERS' AUTHORIZED REPRESENTATIVE.

40. SIGNING OF CONTRACT

40.1 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 ISSUE THE SUCCESSFUL TENDERER WITH THE CONTRACT AGREEMENT.

40.2 WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE CONTRACT AGREEMENT, THE SUCCESSFUL TENDERER SHALL SIGN, DATE, AND RETURN IT TO THE PROCURING ENTITY.

40.3 WHERE THE TENDERER IS A BROKER, THE CONTRACT SHOULD BE SIGNED BY THE THREE PARTIES; PROCURING ENTITY, UNDERWRITER AND THE BROKER.

40.4 THE WRITTEN CONTRACT SHALL BE ENTERED INTO WITHIN THE PERIOD SPECIFIED IN THE NOTIFICATION OF AWARD AND BEFORE EXPIRY OF THE TENDER VALIDITY PERIOD.

41. PERFORMANCE SECURITY

41.1 WITHIN TWENTY-ONE (21) DAYS OF THE RECEIPT OF THE LETTER OF AWARD FROM THE PROCURING ENTITY, AFTER EXPIRY OF THE STANDSTILL PERIOD AND THERE BEING NO COMPLAINT AGAINST THE AWARD, THE SUCCESSFUL TENDERER SHALL FURNISH THE PERFORMANCE SECURITY AND, ANY OTHER DOCUMENTS REQUIRED IN THE **TDS**, IN ACCORDANCE WITH THE GENERAL CONDITIONS OF CONTRACT, USING THE PERFORMANCE SECURITY AND OTHER FORMS INCLUDED IN THIS DOCUMENT. A FOREIGN INSTITUTION PROVIDING A BANK GUARANTEE SHALL HAVE A CORRESPONDENT FINANCIAL INSTITUTION LOCATED IN KENYA AND DULY REGISTERED AND LICENSED BY THE CENTRAL BANK OF KENYA, UNLESS THE PROCURING ENTITY HAS AGREED IN WRITING THAT A CORRESPONDENT BANK IS NOT REQUIRED.

41.2 FAILURE OF THE SUCCESSFUL TENDERER TO SUBMIT THE ABOVE-MENTIONED PERFORMANCE SECURITY AND OTHER DOCUMENTS REQUIRED IN THE **TDS** OR SIGN THE CONTRACT SHALL CONSTITUTE SUFFICIENT GROUNDS FOR THE ANNULMENT OF THE AWARD AND FORFEITURE OF THE TENDER SECURITY. IN THAT EVENT THE PROCURING ENTITY MAY AWARD THE CONTRACT TO THE TENDERER OFFERING THE NEXT BEST EVALUATED TENDER.

41.3 PERFORMANCE SECURITY SHALL NOT BE REQUIRED FOR CONTRACTS ESTIMATED TO COST LESS THAN THE AMOUNT SPECIFIED IN THE REGULATIONS.

42. PUBLICATION OF PROCUREMENT CONTRACT

A) WITHIN FOURTEEN DAYS AFTER SIGNING THE CONTRACT, THE PROCURING ENTITY SHALL PUBLISH AND PUBLICIZE THE AWARDE D CONTRACT ON THE STATE TENDER PORTAL, ENTITY WEBSITE, ITS NOTICE BOARDS, ; IN MANNER AND FORMAT PRESCRIBED BY T HE AUTHORITY. AT THE MINIMUM, THE NOTICE SHALL CONTAIN THE FOLLOWING INFORMATION:NAME AND ADDRESS OF THE PROCURING ENTITY;

B) NAME AND REFERENCE NUMBER OF THE SIGNED CONTRACT, A SUMMARY OF ITS SCOPE AND THE PROCUREMENT METHOD USED;

C) THE NAME OF THE SUCCESSFUL TENDERER;

D) THE FINAL TOTAL CONTRACT PRICE, THE CONTRACT DURATION.

E) DATES OF SIGNATURE, COMMENCEMENT AND COMPLETION OF CONTRACT; AND

F) NAMES OF ALL TENDERERS THAT SUBMITTED TENDERS, AND THEIR TENDER PRICES AS READ OUT AT TENDER OPENING.

43. PROCUREMENT RELATED COMPLAINT AND ADMINISTRATIVE REVIEW

43.1 THE FOR PROCEDURES FOR MAKING A PROCUREMENT-RELATED COMPLAINT ARE AVAILABLE ON THE PPRA WEBSITE WWW. PPRA.GO.KE. A REQUEST FOR ADMINISTRATIVE REVIEW SHALL BE MADE IN THE FORM FOR REVIEW PROVIDED UNDER SECTION IV-TENDERING FORMS.

SECTION II-TENDER DATA SHEET

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SECTION II-TENDER DATA SHEET

	ITB Reference and BDS Detail
ITB Reference	**1. SCOPE OF TENDER** 1.1 THIS TENDERING DOCUMENT IS FOR THE DELIVERY OF INSURANCE SERVICES, AS SPECIFIED IN SECTION V, PROCURING ENTITY'S SCHEDULE OF REQUIREMENTS. THE NAME OF THE PROCURING ENTITY, TITLE/DESCRIPTION AND REFERENCE NUMBER OF THIS TENDER ARE SPECIFIED IN THE **TDS.**
BDS Detail	THE PROCURING ENTITY IS: *[INSERT NAME OF THE PROCURING ENTITY]*
BDS Detail	THE TENDER REFERENCE NUMBER IS: *[INSERT TENDER REFERENCE NUMBER]*
BDS Detail	THE TITLE/DESCRIPTION OF THE TENDER IS: *[INSERT TITLE/DESCRIPTION OF THE TENDER]*
ITB Reference	1.2 THE SUCCESSFUL TENDERER WILL BE EXPECTED TO COMMENCE PROVIDING THE INSURANCE SERVICES BY DATE PROVIDED IN THE **TDS**. THE INSURANCE DURATION FOR EACH ITEM WILL BE ONE YEAR OR THE PERIOD SPECIFIED IN THE **TDS.**
BDS Detail	THE INTENDED DATE TO COMMENCE PROVIDING THE INSURANCE SERVICES IS _____.
BDS Detail	THE INSURANCE DURATION FOR EACH ITEM WILL BE FOR A PERIOD OF ONE YEAR OR _____YEARS.

ITB Reference	**2. USE OF ELECTRONIC PROCUREMENT SYSTEM** 2.1 WHERE APPLICABLE, THE PROCURING ENTITY SHALL USE AN ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THE TENDERING PROCESS AS SPECIFIED IN THE **TDS**
BDS Detail	THE PROCURING ENTITY SHALL USE THE FOLLOWING ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THIS TENDERING PROCESS: *[INSERT NAME OF THE E-SYSTEM AND URL ADDRESS OR LINK]*
BDS Detail	(I) ISSUING TENDERING DOCUMENT
BDS Detail	(II) SUBMISSIONS OF TENDERS
BDS Detail	(III) OPENING OF TENDERS
ITB Reference	**3. FRAUD AND CORRUPTION** 3.2 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.
BDS Detail	THE INFORMATION MADE AVAILABLE ON COMPETING FIRMS IS AS FOLLOWS:

ITB Reference	**4. ELIGIBLE TENDERERS** 4.2 IN THE CASE OF A JOINT VENTURE, ALL MEMBERS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE EXECUTION OF THE ENTIRE CONTRACT IN ACCORDANCE WITH THE CONTRACT TERMS. THE JV SHALL NOMINATE A REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO CONDUCT ALL BUSINESS FOR AND ON BEHALF OF ANY AND ALL THE MEMBERS OF THE JV DURING THE TENDERING PROCESS AND, IN THE EVENT THE JV IS AWARDED THE CONTRACT, DURING CONTRACT EXECUTION. MEMBERS OF A JOINT VENTURE MAY NOT ALSO MAKE AN INDIVIDUAL TENDER, BE A SUBCONTRACTOR IN A SEPARATE TENDER OR BE PART OF ANOTHER JOINT VENTURE FOR THE PURPOSES OF THE SAME TENDER. THE PROCURING ENTITY SHOULD ALLOW A REASONABLE NUMBER OF JV OR CONSORTIUM MEMBERS. THE MAXIMUM NUMBER OF JV MEMBERS TO BE ALLOWED SHALL BE SPECIFIED IN THE **TDS**.
BDS Detail	MAXIMUM NUMBER OF MEMBERS IN THE JOINT VENTURE (JV) SHALL BE: _____ *[INSERT A NUMBER].*
ITB Reference	4.12 A KENYAN TENDERER SHALL PROVIDE EVIDENCE OF HAVING FULFILLED HIS/HER TAX OBLIGATIONS AS SPECIFIED IN THE **TDS.**
BDS Detail	[SPECIFY THE REQUIRED EVIDENCE OF BIDDER MEETING HIS/HER TAX OBLIGATION E.G TAX COMPLIANCE CERTIFICATE, TAX EXEMPTION CERTIFICATE]
BDS Detail	TAX COMPLIANCE CERTIFICATE
BDS Detail	TAX EXEMPTION CERTIFICATE]

ITB Reference	**5. TENDER DOCUMENT, CLARIFICATION, SITE VISIT AND PRE-TENDER MEETING** 5.4 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 IF PROVIDED FOR IN ACCORDANCE WITH ITT 5.5. 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 5.7, 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 GOVERNMENT DEDICATED PORTAL AND ITS WEBSITE IDENTIFIED IN THE **TDS** AND THE STATE TENDER PORTAL. SHOULD THE CLARIFICATION RESULT IN CHANGES TO THE ESSENTIAL ELEMENTS OF THE TENDER DOCUMENTS, THE PROCURING ENTITY SHALL AMEND THE TENDER DOCUMENTS FOLLOWING THE PROCEDURE UNDER ITT 6 AND ITT 21.
BDS Detail	I) THE TENDERER WILL SUBMIT ANY REQUEST FOR CLARIFICATIONS IN WRITING AT THE ADDRESS _____
BDS Detail	TO REACH THE PROCURING ENTITY NOT LATER THAN _____
BDS Detail	II) THE PROCURING ENTITY SHALL PUBLISH ITS RESPONSE AT THE WEBSITE _____

ITB Reference	5.5 THE TENDERER, AT THE TENDERER'S OWN RESPONSIBILITY AND RISK, IS ENCOURAGED TO VISIT AND EXAMINE AND INSPECT THE SITE(S) AND ITEMS OF THE REQUIRED CONTRACTS AND OBTAIN ALL INFORMATION THAT MAY BE NECESSARY FOR PREPARING A TENDER. THE COSTS OF VISITING THE SITES SHALL BE AT THE TENDERER'S OWN EXPENSE. THE PROCURING ENTITY SHALL SPECIFY IN THE **TDS** IF A PRE-ARRANGED SITE VISIT AND OR A PRE-TENDER MEETING WILL BE HELD, WHEN AND WHERE. THE TENDERER'S DESIGNATED REPRESENTATIVE IS INVITED TO ATTEND A PRE-ARRANGED SITE VISIT AND A PRE-TENDER MEETING, AS THE CASE MAY BE. THE PURPOSE OF THE SITE VISIT AND THE PRE-TENDER MEETING WILL BE TO CLARIFY ISSUES AND TO ANSWER QUESTIONS ON ANY MATTER THAT MAY BE RAISED AT THAT STAGE.
BDS Detail	(A) A PRE-ARRANGED PRETENDER SITE VISIT [INSERT "SHALL" OR "SHALL NOT"] TAKE PLACE AT THE FOLLOWING DATE, TIME AND PLACE: DATE: _____ TIME: _____ PLACE: _____
BDS Detail	(B) PRE-TENDER MEETING [INSERT "SHALL" OR "SHALL NOT"] TAKE PLACE AT THE FOLLOWING DATE, TIME AND PLACE: DATE: _____ TIME: _____ PLACE: _____
ITB Reference	5.6 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.

BDS Detail	THE TENDERER WILL SUBMIT ANY QUESTIONS IN WRITING, TO REACH THE PROCURING ENTITY NOT LATER THAN _____ BEFORE THE MEETING.
ITB Reference	5.7 MINUTES OF A PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING, IF APPLICABLE, INCLUDING THE TEXT OF THE QUESTIONS ASKED BY TENDERERS AND THE RESPONSES GIVEN, TOGETHER WITH ANY RESPONSES PREPARED AFTER THE MEETING, WILL BE TRANSMITTED PROMPTLY TO ALL TENDERERS WHO HAVE ACQUIRED THE TENDER DOCUMENTS. MINUTES SHALL NOT IDENTIFY THE SOURCE OF THE QUESTIONS ASKED. THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ANONYMIZED (NO NAMES) MINUTES OF THE PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING AT THE GOVERNMENT TENDER PORTAL AND ITS WEBSITE IDENTIFIED IN THE **TDS**. ANY MODIFICATION TO THE TENDER DOCUMENTS THAT MAY BECOME NECESSARY AS A RESULT OF THE PRE-ARRANGED SITE VISIT AND THOSE OF THE PRE-TENDER MEETING SHALL BE MADE BY THE PROCURING ENTITY EXCLUSIVELY THROUGH THE ISSUE OF AN ADDENDUM PURSUANT TO ITT 6 AND NOT THROUGH THE MINUTES OF THE PRE-TENDER MEETING. NON-ATTENDANCE AT THE PRE-ARRANGED SITE VISIT AND THE PRE- TENDER MEETING WILL NOT BE A CAUSE FOR DISQUALIFICATION OF A TENDERER.
BDS Detail	THE PROCURING ENTITY'S WEBSITE WHERE MINUTES OF THE PRE-TENDER MEETING AND THE PRE-ARRANGED PRETENDER WILL BE PUBLISHED IS _____
ITB Reference	**9. DOCUMENTS COMPRISING THE TENDER** J) ANY OTHER DOCUMENT REQUIRED IN THE **TDS.**
BDS Detail	THE TENDERER SHALL SUBMIT THE FOLLOWING ADDITIONAL DOCUMENTS IN ITS TENDER: *[LIST ANY ADDITIONAL DOCUMENT NOT ALREADY LISTED IN ITT 9.1 THAT MUST BE SUBMITTED WITH THE TENDER]*

BDS Detail	OTHER DOCUMENTS REQUIRED ARE _____
ITB Reference	**10. FORM OF TENDER, SCHEDULE OF REQUIREMENTS AND ALTERNATIVE TENDERS** 10.2 UNLESS OTHERWISE INDICATED IN THE **TDS**, ALTERNATIVE TENDERS SHALL NOT BE CONSIDERED. IF ALTERNATIVES ARE PERMITTED, ONLY THE TECHNICAL ALTERNATIVES, IF ANY, OF THE BEST EVALUATED TENDERER SHALL BE CONSIDERED BY THE PROCURING ENTITY.
BDS Detail	ALTERNATIVE TENDERS [INSERT "SHALL BE" OR "SHALL NOT BE"] CONSIDERED. [IF ALTERNATIVES SHALL BE CONSIDERED, THE METHODOLOGY SHALL BE DEFINED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA. SEE SECTION III FOR FURTHER DETAILS]
ITB Reference	**11. TENDER PREMIUMS AND PREMIUM RATES** 11.5 THE PREMIUMS QUOTED BY THE TENDERER MAY BE SUBJECT TO ADJUSTMENT DURING THE PERFORMANCE OF THE CONTRACT AS PROVIDED FOR IN THE **TDS.**
BDS Detail	[*SPECIFY THE APPLICABLE FACTOR*]
ITB Reference	**12. CURRENCIES OF TENDER AND PAYMENT** 12.1 THE CURRENCY OF THE TENDER AND THE CURRENCY OF PAYMENTS SHALL BE KENYA SHILLINGS, UNLESS OTHERWISE APPROVED BY THE COMMISSIONER OF INSURANCE AND SO SPECIFIED IN THE **TDS.**

BDS Detail	THE CURRENCY OF THE TENDER AND THE CURRENCY OF PAYMENTS SHALL BE _____
ITB Reference	**14. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE TENDERER** 14.3 IN THE EVENT THAT PRE-QUALIFICATION OF TENDERERS HAS BEEN UNDER TAKEN AS STATED IN THE **TDS**, ONLY TENDERS FROM PRE- QUALIFIED TENDERERS SHALL BE CONSIDERED FOR AWARD OF CONTRACT. THESE QUALIFIED TENDERERS SHOULD SUBMIT WITH THEIR TENDERS ANY INFORMATION UPDATING THEIR ORIGINAL PRE-QUALIFICATION APPLICATIONS OR, ALTERNATIVELY, CONFIRM IN THEIR TENDERS THAT THE ORIGINALLY SUBMITTED PRE-QUALIFICATION INFORMATION REMAINS ESSENTIALLY CORRECT AS OF THE DATE OF TENDER SUBMISSION.
BDS Detail	PREQUALIFICATION _____ [*INSERT "HAS" OR "HAS NOT"]* BEEN UNDERTAKEN.
ITB Reference	**15. PERIOD OF VALIDITY OF TENDER** 15.1 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 19.1). A TENDER VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.
BDS Detail	THE TENDER VALIDITY PERIOD SHALL BE _____ [*INSERT A NUMBER OF DAYS THAT IS A MULTIPLE OF SEVEN COUNTING AS OF THE DEADLINE FOR TENDER SUBMISSION*] DAYS.

ITB Reference	**16. TENDER SECURITY** 16.1 THE TENDERER SHALL FURNISH AS PART OF ITS TENDER, EITHER A TENDER-SECURING DECLARATION OR A TENDER SECURITY, AS SPECIFIED IN THE TDS, IN THE CASE OF A TENDER SECURITY, IN THE AMOUNT AND CURRENCY SPECIFIED IN THE **TDS**. TENDER SECURITY SHALL REMAIN VALID FOR THE PERIOD SPECIFIED IN THE **TDS.**
BDS Detail	*[IF A TENDER SECURITY SHALL BE REQUIRED, A TENDER-SECURING DECLARATION SHALL NOT BE REQUIRED, AND VICE VERSA.]* A TENDER SECURITY *[INSERT "SHALL BE" OR "SHALL NOT BE"]* REQUIRED
BDS Detail	A TENDER-SECURING DECLARATION **[*INSERT "SHALL BE" OR "SHALL NOT BE"*]** REQUIRED.
BDS Detail	IF A TENDER SECURITY SHALL BE REQUIRED,
BDS Detail	THE TENDER SECURITY CURRENCY SHALL BE
BDS Detail	THE TENDER SECURITY SHALL BE _____ *[INSERT A NUMBER OF DAYS THAT IS A MULTIPLE OF SEVEN COUNTING AS OF THE DEADLINE FOR TENDER SUBMISSION]* DAYS.

ITB Reference	**19. DEADLINE FOR SUBMISSION OF TENDERS** 19.1 TENDERS MUST BE RECEIVED BY THE PROCURING ENTITY AT THE ADDRESS AND NOT 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.**
BDS Detail	THE DEADLINE FOR TENDER SUBMISSION IS: ----------*(INSERT DATE AND TIME)*
BDS Detail	THE ELECTRONIC TENDER SUBMISSION PROCEDURES SHALL BE: _____[*INSERT A DESCRIPTION OF THE ELECTRONIC TENDER SUBMISSION PROCEDURES]*
ITB Reference	**22. TENDER OPENING** 22.1 EXCEPT AS IN THE CASES SPECIFIED IN ITT 19 AND ITT 21, 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 19.1, SHALL BE AS SPECIFIED IN THE **TDS.**
BDS Detail	THE ELECTRONIC TENDER OPENING PROCEDURES SHALL BE: _____[*INSERT A DESCRIPTION OF THE ELECTRONIC TENDER OPENING PROCEDURES]*

ITB Reference	**28. COMPARISON OF TENDERS AND CONVERSION TO SINGLE CURRENCY** 28.2 FURTHER TO ITT 12.1, THE CURRENCY(IES) OF THE TENDER SHALL BE CONVERTED IN A SINGLE CURRENCY FOR EVALUATION AND COMPARISON PURPOSES AS. THE SOURCE OF EXCHANGE RATE AND THE DATE OF SUCH EXCHANGE RATE SHALL ALSO BE SPECIFIED IN THE **TDS.**
BDS Detail	THE SOURCE OF EXCHANGE RATE SHALL BE _____ AS ON _____(*USUALLY THE CENTRAL BANK OF KENYA IS THE SOURCE*).
ITB Reference	**29. MARGIN OF PREFERENCE AND RESERVATIONS** 29.1 A MARGIN OF PREFERENCE MAY BE ALLOWED DEPENDING ON THE PRESCRIBED PERCENTAGE OF SHAREHOLDING OF KENYAN CITIZENS AND AS SPECIFIED IN THE **TDS.**
BDS Detail	MARGIN OF PREFERENCE SHALL BE ALLOWED OR NOT ALLOWED. (*SPECIFY THE APPLICABLE MARGIN OF PREFERENCE)*
ITB Reference	**30. EVALUATION OF TENDERS** 30.4 WHERE THE TENDER INVOLVES MULTIPLE ITEMS, THE TENDERER WILL BE ALLOWED TO TENDER FOR ONE OR MORE ITEMS. EACH ITEM WILL BE EVALUATED IN ACCORDANCE WITH ITT 30.2. THE METHODOLOGY TO DETERMINE THE LOWEST EVALUATED TENDERER OR TENDERERS WILL BE BASED ON EACH ITEM OR A COMBINATION OF ITEMS AS SPECIFIED IN THE **TDS.**

BDS Detail	THE LOWEST EVALUATED BIDDER WILL BE *(SPECIFY WHETHER PER ITEM OR LOT)*
ITB Reference	**39. NEGOTIATIONS** 39.1 THE NEGOTIATIONS SHALL BE HELD AT THE PLACE INDICATED IN THE **TDS** WITH THE TENDERER'S REPRESENTATIVE(S) WHO MUST HAVE WRITTEN POWER OF ATTORNEY TO NEGOTIATE AND SIGN A CONTRACT ON BEHALF OF THE TENDERER. THE PROCURING ENTITY WILL CONSTITUTE A TEAM TO NEGOTIATE A CONTRACT AND THE TERMS OF THE INSURANCE COVER TO BE PROVIDED.
BDS Detail	THE NEGOTIATIONS WILL BE HELD AT _____
ITB Reference	**41. PERFORMANCE SECURITY** 41.1 WITHIN TWENTY-ONE (21) DAYS OF THE RECEIPT OF THE LETTER OF AWARD FROM THE PROCURING ENTITY, AFTER EXPIRY OF THE STANDSTILL PERIOD AND THERE BEING NO COMPLAINT AGAINST THE AWARD, THE SUCCESSFUL TENDERER SHALL FURNISH THE PERFORMANCE SECURITY AND, ANY OTHER DOCUMENTS REQUIRED IN THE **TDS**, IN ACCORDANCE WITH THE GENERAL CONDITIONS OF CONTRACT, USING THE PERFORMANCE SECURITY AND OTHER FORMS INCLUDED IN THIS DOCUMENT. A FOREIGN INSTITUTION PROVIDING A BANK GUARANTEE SHALL HAVE A CORRESPONDENT FINANCIAL INSTITUTION LOCATED IN KENYA AND DULY REGISTERED AND LICENSED BY THE CENTRAL BANK OF KENYA, UNLESS THE PROCURING ENTITY HAS AGREED IN WRITING THAT A CORRESPONDENT BANK IS NOT REQUIRED.

BDS Detail	(SPECIFY ANY DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE PERFORMANCE SECURITY)

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SECTION III-EVALUATION AND QUALIFICATION CRITERIA

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SECTION III-EVALUATION AND QUALIFICATION CRITERIA

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. ALL ITALICIZED TEXT IS FOR USE IN PREPARING THE EVALUATION CRITERIA AND SHALL BE DELETED FROM THE FINAL TENDER DOCUMENT TO BE ISSUED TO TENDERERS.
2. EVALUATION FACTORS NOT APPLICABLE IN THE EVALUATION OF THE SPECIFIC TENDER SHALL ALSO BE DELETED IN THE FINAL TENDER DOCUMENT TO BE ISSUED TO TENDERERS

1. GENERAL PROVISIONS

1.1 THIS SECTION CONTAINS THE CRITERIA THAT THE PROCURING ENTITY SHALL USE TO EVALUATE TENDER AND QUALIFY TENDERERS. NO OTHER FACTORS, METHODS OR CRITERIA SHALL BE USED OTHER THAN SPECIFIED IN THIS TENDER DOCUMENT. THE TENDERER SHALL PROVIDE ALL THE INFORMATION REQUESTED IN THE FORMS INCLUDED IN SECTION IV, TENDERING FORMS. THE PROCURING ENTITY SHOULD USE THE STANDARD TENDER EVALUATION REPORT FOR GOODS AND WORKS FOR EVALUATING TENDERS WHICH PROVIDES CLEAR GUIDELINES.EVALUATION AND CONTRACT AWARD CRITERIA

1.2 THE PROCURING ENTITY SHALL USE THE CRITERIA AND METHODOLOGIES LISTED IN THIS SECTION TO EVALUATE TENDERS AND ARRIVE AT THE LOWEST EVALUATED TENDER. THE TENDER THAT (I) MEETS THE QUALIFICATION CRITERIA, (II) HAS BEEN DETERMINED TO BE SUBSTANTIALLY RESPONSIVE TO THE TENDER DOCUMENTS, AND (III) IS DETERMINED TO HAVE THE LOWEST EVALUATED TENDER PRICE SHALL BE SELECTED FOR AWARD OF CONTRACT.

2. EVALUATION OF TENDERS

2.1 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS
THE PROCURING ENTITY WILL START BY EXAMINING ALL TENDERS TO ENSURE THEY MEET IN ALL RESPECTS THE ELIGIBILITY CRITERIA AND OTHER REQUIREMENTS IN THE ITT 4 & 13.

TENDERS THAT DO NOT PASS THE PRELIMINARY EXAMINATION WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR FURTHER EVALUATION

[IN ESTABLISHING THE TENDERERS ELIGIBILITY, THE PROCURING ENTITY TO LIST ALL ELIGIBILITY AND MANDATORY REQUIREMENTS THAT CONSTITUTE THE PRELIMINARY EVALUATION CRITERIA AND CLEARLY SPECIFY THE INFORMATION AND/OR DOCUMENTARY EVIDENCE TO BE PROVIDED

BY THE TENDERERS. THIS INCLUDES BUT NOT LIMITED TO REQUEST FOR THE NECESSARY DOCUMENTS CONFIRMING THAT THE TENDERERS ARE LICENSED AND AUTHORIZED BY IRA TO TRANSACT THE LINE(S) OF BUSINESS IN ADDITION TO OTHER ELIGIBILITY REQUIREMENTS UNDER THE PROCUREMENT LAW].

3. TECHNICAL EVALUATION

THE PROCURING
ENTITY SHALL EVALUATE THE TECHNICAL ASPECTS OF THE TENDER TO DETERMINE COMPLIA II–SCHEDULE OF INSURANCE REQUIREMENTS". FURTHER, THE EVALUATION COMMITTEE SHALL TAKE INTO ACCOUNT PROVISIONS SET OUT UNDER ITT 14, 26 & 27.

TENDERS THAT DO NOT PASS THE TECHNICAL EXAMINATION WILL BE DEEMED TO BE NON-RESPONSIVE AND WILL NOT BE CONSIDERED FURTHER.

[IN ESTABLISHING THE TECHNICAL CAPACITY OF THE TENDERERS TO OFFER THE SERVICES, THE PROCURING ENTITY WILL PROVIDE A TECHNICAL EVALUATION CRITERIA AND CLEARLY DESCRIBE ALL INFORMATION AND LIST OF DOCUMENTATION TO BE SUBMITTED BY TENDERERS. IN DEVELOPING THE SPECIFIC REQUIREMENTS RELATING TO INSURANCE SERVICES BEING PROCURED, THE PROCURING ENTITY SHOULD ENSURE THAT THE EVALUATION CRITERIA IS CLEAR AND OBJECTIVE AND THE REQUIREMENTS TO BE MET BY BIDDERS ARE NOT PROHIBITIVE TO LIMIT COMPETITION AND THE REQUIREMENTS SHOULD BE PROPORTIONATE TO THE ESTIMATED COST OF THE SERVICES BEING PROCURED AND IS ALIGNED TO THE REQUIREMENTS PROVIDED FOR UNDER THE INSURANCE ACT.].

4. FINANCIAL EVALUATION

UPON COMPLETION OF THE TECHNICAL EVALUATION, THE PROCURING ENTITY SHALL, IN CONSISTENT WITH THE PROVISIONS SETOUT UNDER ITT 26, 27, 28, 29, 30, 31 AND 33 CONDUCT THE FINANCIAL EVALUATION AND COMPARISON TO DETERMINE THE EVALUATED PRICE OF EACH TENDER, AS OUTLINED BELOW.

2.2.3.1 THE EVALUATED PRICE FOR EACH BID SHALL BE DETERMINED BY TAKING INTO CONSIDERATION:

(A) THE BID PRICE IN THE TENDER FORM.

(B) ANY MINOR DEVIATION FROM THE REQUIREMENTS ACCEPTED BY A PROCURING ENTITY;

5. MULTIPLE CONTRACTS

EVALUATION OF MULTIPLE ITEMS WILL BE IN ACCORDANCE WITH ITT 30.4.

6. MARGIN OF PREFERENCE

APPLY MARGIN OF PREFERENCE, IF SO ALLOWED IN THE TDS TO ALL RESPONSIVE TENDERS AS FOLLOWS:

A) THE PROCURING ENTITY SHALL ASSESS ALL THE RESPONSIVE TENDERS TO ASCERTAIN THE PERCENTAGE OF SHAREHOLDING OF KENYAN CITIZENS AND THE CORRESPONDING MARGIN OF PREFERENCE AS SPECIFIED IN THE TDS.

B) THE PRICES WILL BE DISCOUNTED BASED ON THE CORRESPONDING MARGIN OF PREFERENCE AND RANKED FOR THE PURPOSE OF IDENTIFYING THE LOWEST EVALUATED TENDER.

C) THE FINAL RECOMMENDATION WILL BE BASED ON THE TENDERED PRICES.

7. POST QUALIFICATION CRITERIA (ITT 33) AND CONTRACT AWARD (ITT 35)

A) IN CASE THE TENDER IS SUBJECT TO POST-QUALIFICATION, THE CONTRACT SHALL BE AWARDED TO THE LOWEST EVALUATED TENDERER, SUBJECT TO CONFIRMATION OF POST-QUALIFICATION RESULTS.

B) IN CASE THE TENDER IS NOT SUBJECT TO POST-QUALIFICATION, THE TENDER THAT HAS BEEN DETERMINED TO BE THE LOWEST EVALUATED TENDERER SHALL BE RECOMMENDED FOR CONTRACT AWARD

[NOTE
FOR PROCURING ENTITY TO BE DELETED BEFORE ISSUING THE TENDER DOCUMENTS. SELECT REQUIREMENTS
(CRITERIA) FOR POST QUALIFICATION FROM BELOW AS RELEVANT AND APPROPRIATE].

A) HISTORY OF NON-PERFORMING CONTRACTS:

I) TENDERER AND EACH MEMBER OF JV IN CASE THE TENDERER IS A JV, SHALL DEMONSTRATE THAT NON- PERFORMANCE OF A CONTRACT DID NOT OCCUR BECAUSE OF THE DEFAULT OF THE TENDERER, OR THE MEMBER OF A JV IN THE LAST (SPECIFY YEARS). THE REQUIRED INFORMATION SHALL BE FURNISHED IN THE TENDERER INFORMATION FORM.

II) FINANCIAL POSITION AND PROSPECTIVE LONG-TERM PROFITABILITY OF THE SINGLE TENDERER, AND IN THE CASE THE TENDERER IS A JV, OF EACH MEMBER OF THE JV, SHALL REMAIN SOUND ACCORDING TO CRITERIA ESTABLISHED WITH RESPECT TO FINANCIAL CAPABILITY UNDER PARAGRAPH (I) ABOVE.

B) LITIGATION HISTORY

TENDERER SHALL PROVIDE INFORMATION ON PENDING LITIGATIONS IN THE TENDERER INFORMATION FORM.

TENDERER AND EACH MEMBER OF JV IN CASE THE TENDERER IS A JV, SHALL PROVIDE INFORMATION ABOUT ANY LITIGATION OR ARBITRATION RESULTING FROM CONTRACTS COMPLETED OR ONGOING UNDER ITS EXECUTION OVER THE LAST (SPECIFY YEARS). THE REQUIRED INFORMATION SHALL BE FURNISHED IN THE TENDERER INFORMATION FORM.

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MANDATORY EVALUATION REQUIREMENTS

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Mandatory Evaluation Requirement

Evaluation Requirement	Is Document Required from Supplier ?
SELF-DECLARATION FORM SD1&2	Yes

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SECTION IV- TENDERING FORMS

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SECTION IV- TENDERING FORMS

1. Form 1 : FORM OF TENDER
2. Form 2 : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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TENDERER DECLARATIONS : FORM OF TENDER

Table Header : -

TENDERER DECLARATION	Supplier response
A) NO RESERVATIONS: WE HAVE EXAMINED AND HAVE NO RESERVATIONS TO THE TENDERING DOCUMENT, INCLUDING ADDENDA ISSUED IN ACCORDANCE WITH INSTRUCTIONS TO TENDERERS (ITT 6.1);	
b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;	
C) TENDER/PROPOSAL-SECURING DECLARATION: WE HAVE NOT BEEN SUSPENDED NOR DECLARED INELIGIBLE BY THE PROCURING ENTITY BASED ON EXECUTION OF A TENDER-SECURING DECLARATION. OR PROPOSAL-SECURING DECLARATION IN KENYA IN ACCORDANCE WITH ITT 16.1	
d) Conformity: We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements.	

E) TENDER VALIDITY PERIOD: OUR TENDER SHALL BE VALID FOR THE PERIOD SPECIFIED IN TDS 16.1 (AS AMENDED, IF APPLICABLE) FROM THE DATE FIXED FOR THE TENDER SUBMISSION DEADLINE SPECIFIED IN TDS 19.1 (AS AMENDED, IF APPLICABLE), AND IT SHALL REMAIN BINDING UPON US AND MAY BE ACCEPTED AT ANY TIME BEFORE THE EXPIRATION OF THAT PERIOD;	
f) Performance Security: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender document;	
g) One Tender per tenderer: We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 4.5, other than alternative Tenders submitted in accordance with ITT 4.5	
h) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension by the procuring entity or a debarment imposed by the Public Procurement Regulatory Authority. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of International organizations to which Kenya is a member;	

i) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Award, shall not constitute a binding contract between us, until a formal contract is prepared and executed;	
j) Procuring Entity Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;	
k) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” .	
l) Code of Ethical Conduct: We have read and understood the contents of the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code and we commit to abide by the provisions of the Code of Ethics copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract;	

m) Anti-competitive and Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. We have arrived at the Tender independently without consultation, communication, agreement or arrangement with, any competitor on but not limited to prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a tender; or the submission of a tender which does not meet the specifications of the request for Tenders except as disclosed in the Tenderer's Eligibility - Confidential Business Questionnaire. Further, we confirm that the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed above.;	
n) Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding;	
o) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:	

i) Tenderer's Eligibility & Confidential Business Questionnaire	
ii) Self-Declaration of the Tenderer (FORM SD 1 & SD 2)	
p) We undertake, if our tender is accepted, to commence the provision of the services as soon as is reasonably possible after the receipt of the execution of the contract, and to complete the whole of the Contract within the time stated in the Special Conditions of Contract.	
q) Conformity: We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];	
Table Footer : -	

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SCHEDULE OF TENDERED ITEMS AND PREMIUMS : FORM OF TENDER

Table Header : -

NO OF ITEM TO BE INSURED	CLASS OF INSURANCE	SUM INSURED	TOTAL ANNUAL INSURANCE PREMIUM (YEAR 1)	TOTAL ANNUAL INSURANCE PREMIUM (YEAR 2)	TOTAL ANNUAL INSURANCE PREMIUM (YEAR 3)

Table Footer : -

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COMMISSIONS, FEES AND GRATUITIES : FORM OF TENDER

Table Header : -

NAME OF RECIPIENT	ADDRESS	REASONS	AMOUNT

Table Footer : (IF NONE HAS BEEN PAID OR IS TO BE PAID, INDICATE “NONE.”) [DELETE IF NOT APPROPRIATE, OR AMEND TO SUIT] NB: THERE SHALL BE NO PAYMENT OF COMMISSIONS OR FEES IN INSTANCES WHERE BUSINESS IS PLACED DIRECTLY WITH THE UNDERWRITER.

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STATE-OWNED ENTERPRISE OR INSTITUTION : FORM OF TENDER

Table Header : -	
STATEMENT	**TENDERER'S RESPONSE**
WE ARE NOT A STATE-OWNED ENTERPRISE OR INSTITUTION	
WE ARE A STATE OWNED ENTERPRISE OR INSTITUTION BUT MEET THE REQUIREMENTS OF ITT 3.1 & 3.8	
Table Footer : -	

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SIGN OFF : FORM OF TENDER

Table Header : -

STATEMENT	TENDERER RESPONSE	NAME	TITLE OR DESIGNATION	DATE
WE CONFIRM THAT THE INFORMATION GIVEN ABOVE IS CORRECT AND WE UNDERSTAND THAT GIVING FALSE INFORMATION WILL LEAD TO DI SQUALIFICATION OF OUR TENDER				

Table Footer : PERSON SIGNING THE TENDER SHALL HAVE THE POWER OF ATTORNEY GIVEN BY THE TENDERER. THE POWER OF ATTORNEY SHALL BE ATTACHED WITH THE TENDER SCHEDULES

OPTION 2 TENDER PRICE (MULTIPLE LOTS): : FORM OF TENDER

Table Header : -

LOT NO/DESCRIPTION	CURRENCY	TOTAL PRICE IN FIGURES	TOTAL PRICE IN WORDS

Table Footer : -

Sr no.	Formula
1	TOTAL PRICE IN WORDS=TOTAL PRICE IN FIGURES

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TENDERER'S DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : TENDERER IS INSTRUCTED TO COMPLETE THE PARTICULARS REQUIRED IN THIS FORM, ONE FORM FOR EACH ENTITY IF TENDERER IS A JV. TENDERER IS FURTHER REMINDED THAT IT IS AN OFFENCE TO GIVE FALSE INFORMATION ON THIS FORM

TENDERER'S NAME	TENDERER'S ACTUAL OR INTENDED COUNTRY OF REGISTRATION	TENDERER'S YEAR OF REGISTRATION	TENDERER'S LEGAL ADDRESS IN COUNTRY OF REGISTRATION

Table Footer : 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

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JV'S DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

TENDERER/JV NAME	LEGAL NAME OF EACH MEMBER INCASE OF JV	TENDERER'S/JV MEMBER'S ACTUAL OR INTENDED COUNTRY OF REGISTRATION	TENDERER'S/JV MEMBER'S YEAR OF REGISTRATION	TENDERER'S/JV MEMBER'S LEGAL ADDRESS IN THE COUNTRY OF REGISTRATION

Table Footer : -

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TENDERER'S/JV MEMBER'S AUTHORISED REPRESENTATIVE INFORMATION : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

NAME	ADDRESS	TELEPHONE NO.	EMAIL

Table Footer : -

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COPIES OF ORIGINAL DOCUMENTS ATTACHED : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : TENDERERS ARE REQUIRED TO ATTACH COPIES OF THE FOLLOWING DOCUMENTS	
DESCRIPTION	**TENDERER'S RESPONSE**
A) FOR KENYAN TENDERERS A CURRENT TAX COMPLIANCE CERTIFICATE OR TAX EXEMPTION CERTIFICATE ISSUED BY THE KENYA REVENUE AUTHORITY IN ACCORDANCE WITH ITT 4	
B) 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.	
C) IN CASE OF JV, LETTER OF INTENT TO FORM JV OR JV AGREEMENT, IN ACCORDANCE WITH ITT 4.	
D) IN CASE OF STATE-OWNED ENTERPRISE OR INSTITUTION, IN ACCORDANCE WITH ITT 4 DOCUMENTS ESTABLISHING: (I) LEGAL AND FINANCIAL AUTONOMY (II) OPERATION UNDER COMMERCIAL LAW (III) ESTABLISHING THAT THE TENDERER IS NOT UNDER THE SUPERVISION OF THE PROCURING ENTITY	
E) INCLUDED ARE THE ORGANIZATIONAL CHART AND A LIST OF BOARD OF DIRECTORS	
F) PROVIDE EVIDENCE OF REGISTRATION BY INSURANCE REGULATORY AUTHORITY IN ACCORDANCE WITH IIT 4	
Table Footer : -	

A) SOLE PROPRIETOR, : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : PROVIDE THE FOLLOWING DETAILS			
NAME IN FULL	**AGE**	**NATIONALITY**	**CITIZENSHIP**
Table Footer : -			

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(B) PARTNERSHIP : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : PROVIDE THE FOLLOWING DETAILS.

SERIAL NUMBER (S/NO)	NAMES OF PARTNERS	NATIONALITY	CITIZENSHIP	PERCENTAGE SHARES OWNED

Table Footer : -

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(C) REGISTERED COMPANY : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : PROVIDE THE FOLLOWING DETAILS.		
PRIVATE OR PUBLIC COMPANY	**STATE THE NOMINAL CAPITAL KENYA SHILLINGS**	**STATE ISSUED CAPITAL KENYA SHILLINGS**
Table Footer : -		

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DETAILS OF DIRECTORS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : GIVE DETAILS OF DIRECTORS AS FOLLOWS

NAMES OF DIRECTOR	NATIONALITY	CITIZENSHIP	PERCENTAGE SHARES OWNED

Table Footer : -

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DISCLOSURE OF INTEREST- INTEREST OF THE FIRM IN THE PROCURING ENTITY : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -	
STATEMENT	**TENDERER'S RESPONSE**
IS THERE ANY PERSON(S) IN THE PROCURING ENTITY WHO HAS ANY INTEREST OR RELATIONSHIP IN THIS FIRM	
Table Footer : IF YES, PROVIDE DETAILS AS FOLLOWS	

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RELATIONSHIP WITH TENDERER IN THE PROCURING ENTITY : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

NAMES OF PERSON	DESIGNATION IN THE PROCURING ENTITY	INTEREST OR RELATIONSHIP WITH TENDERER

Table Footer : -

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CONFLICT OF INTEREST DISCLOSURE : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

TYPE OF CONFLICT	DISCLOSURE (YES OR NO)	IF YES PROVIDE DETAILS
1. TENDERER DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANOTHER TENDERER.		
2. TENDERER DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANOTHER TENDERER.		
3. TENDERER HAS THE SAME AUTHORISED REPRESENTATIVE AS ANOTHER TENDERER		
4. TENDERER 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.		

5. ANY OF THE TENDERER'S AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE TECHNICAL SPECIFICATIONS /RISK ASSESSMENT OF THE SERVICES THAT ARE THE SUBJECT OF THE TENDER.		
6. TENDERER HAS A CLOSE BUSINESS OR FAMILY RELATIONSHIP WITH A PROFESSIONAL STAFF OF THE PROCURING ENTITY.		
7. HAS THE CONFLICT STEMMING FROM SUCH RELATIONSHIP STATED IN ITEM 6 ABOVE BEEN RESOLVED IN A MANNER ACCEPTABLE TO THE PROCURING ENTITY THROUGHOUT THE TENDERING PROCESS AND EXECUTION OF THE CONTRACT		

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8. THE TENDERER HAS ENTERED INTO CONSULTATIONS, COMMUNICATIONS, AGREEMENTS OR ARRANGEMENTS WITH ONE OR MORE COMPETITORS REGARDING THIS REQUEST FOR TENDERS AND THE TENDERER DISCLOSES, COMPLETE DETAILS THEREOF, INCLUDING THE NAMES OF THE COMPETITORS AND THE NATURE OF, AND REASONS FOR, SUCH CONSULTATIONS, COMMUNICATIONS, AGREEMENTS OR ARRANGEMENTS.		
Table Footer : -		

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CONFIRMATION AND CERTIFICATION : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

STATEMENT	SUPP
WE CONFIRM THAT THE TERMS OF THE TENDER HAVE NOT BEEN, AND WILL NOT BE, KNOWINGLY DISCLOSED BY THE TENDERER, DIRECTLY OR INDIRECTLY TO ANY COMPETITOR, PRIOR TO THE DATE AND TIME OF THE OFFICIAL TENDER OPENING, OR OF THE AWARDING OF THE CONTRACT, WHICHEVER COMES FIRST, UNLESS OTHERWISE REQUIRED BY LAW OR AS SPECIFICALLY DISCLOSED ABOVE.	
WE CONFIRM THAT INFORMATION PROVIDED ABOVE IS CORRECT AND WE UNDERSTAND THAT GIVING FALSE INFORMATION WILL LEAD TO DISQUALIFICATION OF OUR TENDER.	

Table Footer : -

SIGN OFF : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Table Header : -

STATEMENT	TENDERER'S RESPONSE	NAME	TITLE OR DESIGNATION	DATE
WE CONFIRM THAT THE INFORMATION GIVEN ABOVE IS CORRECT AND WE UNDERSTAND THAT GIVING FALSE INFORMATION WILL LEAD TO DI SQUALIFICATION OF OUR TENDER				

Table Footer : PERSON SIGNING THE TENDER SHALL HAVE THE POWER OF ATTORNEY GIVEN BY THE TENDERER. THE POWER OF ATTORNEY SHALL BE ATTACHED WITH THE TENDER SCHEDULES

SECTION V – SCHEDULE OF REQUIREMENTS /SCOPE OF COVER

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Schedule of Requirements Contents

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SECTION VI - GENERAL CONDITIONS OF CONTRACT

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SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1.1. DEFINITIONS

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UNLESS THE CONTEXT OTHERWISE REQUIRES, THE FOLLOWING TERMS WHENEVER USED IN THIS CONTRACT HAVE THE FOLLOWING MEANINGS:

A) "COMPLETION DATE" MEANS THE DATE OF COMPLETION OF THE SERVICES BY THE INSURANCE PROVIDER AS STIPULATED IN THE CONTRACT;

B) "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 THE SIGNED CONTRACT;

C) "CONTRACT PRICE" MEANS THE PRICE TO BE PAID FOR THE PERFORMANCE OF THE SERVICES, IN ACCORDANCE WITH CLAUSE 6;

D) "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.

E) "FOREIGN CURRENCY" MEANS ANY CURRENCY OTHER THAN THE CURRENCY OF KENYA;

F) "GCC" MEANS THESE GENERAL CONDITIONS OF CONTRACT;

G) "GOVERNMENT" MEANS THE GOVERNMENT OF KENYA;

H) "INSURANCE PROVIDER" IS A PERSON WHOSE TENDER TO PROVIDE THE SERVICES HAS BEEN ACCEPTED BY THE PROCURING ENTITY AND MAY INCLUDE AGENT, UNDERWRITER OR BROKER;

I) "INSURANCE PROVIDER'S TENDER" MEANS THE COMPLETED TENDERING DOCUMENT SUBMITTED BY THE INSURANCE PROVIDER TO THE PROCURING ENTITY;

J) "LOCAL CURRENCY" MEANS KENYA SHILLING;

K) "PARTY" MEANS THE PROCURING ENTITY OR THE INSURANCE PROVIDER, AS THE CASE MAY BE, AND "PARTIES" MEANS BOTH OF THEM AS SPECIFIED IN THE **SCC;**

L) "PERSONNEL" MEANS PERSONS HIRED BY THE INSURANCE PROVIDER;

M) "PROCURING ENTITY" MEANS THE PROCURING ENTITY OR PARTY WHO EMPLOYS THE INSURANCE PROVIDER;

N) "PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)" SHALL MEAN THE GOVERNMENT AGENCY RESPONSIBLE FOR OVERSIGHT OF PUBLIC PROCUREMENT;

O) "SCHEDULE OF PREMIUMS" IS THE PRICED ITEMS OF SERVICES TO BE PERFORMED BY THE INSURANCE PROVIDER FORMING PART OF HIS TENDER;

P) "SCHEDULE OF REQUIREMENTS/SCOPE OF COVER" IS THE COMPLETED LIST OF ITEMS OF SERVICES TO BE PERFORMED BY THE INSURANCE PROVIDER FORMING PART OF HIS TENDER;

Q) "SCC" MEANS THE SPECIAL CONDITIONS OF CONTRACT BY WHICH THE GCC MAY BE AMENDED OR SUPPLEMENTED; AND

R) "SERVICES" MEANS THE WORK TO BE PERFORMED BY THE INSURANCE PROVIDER PURSUANT TO THIS CONTRACT, AS DESCRIBED IN SCHEDULE OF REQUIREMENTS/SCOPE OF COVER.

1.2. APPLICABLE LAW

THE CONTRACT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF KENYA.

1.3. LANGUAGE

THE ENGLISH LANGUAGE 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	A) THE INSURANCE PROVIDER SHALL 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. B) ANY ACT(S) BY THE INSURANCE PROVIDER 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 SANCTIONS PROCEDURES STIPULATED IN THE PROCUREMENT LAW.
1.8. TAXES AND DUTIES, ETC	1.8.1 THE INSURANCE PROVIDER SHALL PAY SUCH TAXES, DUTIES, FEES, LEVIES AND OTHER IMPOSITIONS AS MAY BE LEVIED UNDER THE APPLICABLE LAW, THE AMOUNT OF WHICH IS DEEMED TO HAVE BEEN INCLUDED IN THE CONTRACT PRICE. 1.8.2 WHERE THERE IS ANY CHANGE IN THE APPLICABLE LAW WITH RESPECT TO TAXES AND DUTIES, PREMIUMS ADJUSTMENT SHALL BE DONE IN ACCORDANCE WITH AND THE PROVISIONS OF CLAUSE 5.1 OF THE GENERAL CONDITIONS OF CONTRACT AND/OR SPECIAL CONDITIONS OF CONTRACT.

2. COMMENCEMENT, MODIFICATIONS, COMPLETION AND TERMINATION OF CONTRACT

2.1. EFFECTIVENESS OF CONTRACT

THIS CONTRACT SHALL COME IN TO EFFECT ON THE DATE THE CONTRACT IS SIGNED BY THE PARTIES.

2.2. COMMENCEMENT AND DURATION OF SERVICES

THE COMMENCEMENT DATE AND DURATION OF THE INSURANCE COVER SHALL BE SPECIFIED IN THE **SCC.**

2.3. MODIFICATIONS

2.3.1 MODIFICATION OF THE TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING ANY MODIFICATION OF THE SCOPE OF SERVICES OR OF THE CONTRACT PRICE MAY BE MADE IN WRITING.

2.3.2 WHERE THERE IS ANY CHANGE IN THE NUMBER OF ITEMS, NUMBER OF EMPLOYEES, PERIOD OF INSURANCE, VALUE OF ASSETS, THE PREMIUM QUOTED WILL BE SUBJECT TO PROPORTIONATE CHANGES DURING THE CONTRACT PERIOD BASED ON THE APPLICABLE PREMIUM RATE.

2.4. FORCE MAJEURE

2.4.1. 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 IN SO FAR 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.

2.4.2. 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.

2.4.3. 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 UPON RESUMPTION OF THE SERVICES ON A PRO-RATA BASIS.

2.5. TERMINATION

2.5.1. BY THE PROCURING ENTITY

THE PROCURING ENTITY MAY TERMINATE THIS CONTRACT, BY ISSUING A WRITTEN NOTICE OF NOT LESS THAN THIRTY (30) DAYS TO THE INSURANCE PROVIDER AND SUCH NOTICE SHALL BE GIVEN UPON 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 THE FRAUD AND ANTI-CORRUPTION STATEMENT, IN COMPETING FOR OR IN EXECUTING THE CONTRACT.

2.5.2. BY THE INSURANCE PROVIDER

THE INSURANCE PROVIDER MAY TERMINATE THIS CONTRACT, BY ISSUING A WRITTEN NOTICE OF NOT LESS THAN THIRTY (30) DAYS TO THE PROCURING ENTITY AND SUCH NOTICE SHALL BE GIVEN UPON THE OCCURRENCE OF ANY OF THE EVENTS SPECIFIED IN PARAGRAPHS (A) AND (B) OF THIS SUB-CLAUSE 2.5.2:

A) IF THE PROCURING ENTITY FAILS TO PAY ANY MONIES DUE TO THE INSURANCE PROVIDER PURSUANT TO THIS CONTRACT AND NOT SUBJECT TO DISPUTE PURSUANT TO CLAUSE 7 WITHIN 45 DAYS; 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 PARTIES SHALL MAKE PAYMENTS AS FOLLOWS:

A) THE PROCURING ENTITY SHALL MAKE THE FOLLOWING PAYMENTS TO THE INSURANCE PROVIDER REMUNERATION PURSUANT TO CLAUSE 6 FOR SERVICES SATISFACTORILY PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION;

B) EXCEPT IN THE CASE OF TERMINATION PURSUANT TO PARAGRAPHS (B), (C) OF SUB-CLAUSE 2.5.1 AND (B) OF SUB-CLAUSE 2.5.2, REIMBURSEMENT OF ANY REASONABLE COST INCIDENTAL 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 COMMENSURATE 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 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, 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 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

I) DURING THE TERM OF THIS CONTRACT, NEITHER THE INSURANCE PROVIDER NOR THE PERSONNEL SHALL ENGAGE, EITHER DIRECTLY OR INDIRECTLY, IN ANY OF THE FOLLOWING ACTIVITIES:

A) ANY BUSINESS OR PROFESSIONAL ACTIVITIES IN KENYA WHICH WOULD CONFLICT WITH THE ACTIVITIES AS SIGNED TO THEM UNDER THIS CONTRACT;

B) HIRE PUBLIC EMPLOYEES IN ACTIVE DUTY OR ON ANY TYPE OF LEAVE, TO PERFORM ANY ACTIVITY UNDER THIS CONTRACT.

II) AFTER THE TERMINATION OF THIS CONTRACT, SUCH OTHER ACTIVITIES AS MAY BE SPECIFIED IN THE SCC.

3.3. CONFIDENTIALITY	THE INSURANCE PROVIDER AND ITS PERSONNEL SHALL NOT, EITHER DURING THE TERM OR AFTER THE EXPIRATION OF THIS CONTRACT, DISCLOSE ANY PROPRIETARY OR CONFIDENTIAL INFORMATION RELATING TO 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 THE REPORTS AND DOCUMENTS, AND WITHIN THE PERIODS SPECIFIED IN THE **SCC**
3.5. DOCUMENTS PREPARED BY THE INSURANCE PROVIDER TO BE THE PROPERTY OF THE PROCURING ENTITY.	ALL REPORTS, AND OTHER DOCUMENTS AND SOFTWARE PREPARED 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 DELIVER ALL SUCH DOCUMENTS AND SOFTWARE TO THE PROCURING ENTITY TOGETHER WITH A DETAILED INVENTORY THEREOF UPON TERMINATION OR EXPIRATION OF THIS CONTRACT,. 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 THAN 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.

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 OR BY WAY OF COMPENSATION IN THE EVENT THAT THE OVERPAYMENT IS AFTER THE LAST PREMIUM. 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 6.4.

3.7. PERFORMANCE SECURITY

THE INSURANCE PROVIDER SHALL BE REQUIRED TO PROVIDE PERFORMANCE SECURITY TO THE PROCURING ENTITY AS SPECIFIED IN THE **SCC**

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 BROKER OR OTHER PARTY, THE AMOUNT AND CURRENCY, AND THE PURPOSE OF THE COMMISSION OR FEE. IN ADDITION, INFORMATION REQUIRED UNDER THE FRAUD AND ANTI-CORRUPTION STATEMENT AND THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PUBLIC PROCUREMENT.	
4. INSURANCE PROVIDER'S PERSONNEL	THE CONTRACT SHALL OBLIGATE THE INSURANCE PROVIDER TO PROVIDE SPECIFIC PERSONNEL FOR CARRYING OUT 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 PREMIUMS OTHERWISE PAYABLE TO THE INSURANCE PROVIDER UNDER THIS CONTRACT SHALL BE INCREASED OR DECREASED ACCORDINGLY AND CORRESPONDING ADJUSTMENTS SHALL BE MADE TO THE AMOUNTS REFERRED TO IN SUB-CLAUSES 6.2

6. PAYMENTS TO THE INSURANCE PROVIDER

6.1. LUMP-SUM REMUNERATION

THE INSURANCE PROVIDER'S REMUNERATION MAY 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. SETTLEMENT OF DISPUTES

7.1 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.

7.2 ARBITRATION IF THE INSURANCE PROVIDER IS A KENYAN FIRM

7.2.1. ANY CLAIM OR DISPUTE BETWEEN THE PARTIES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT NOT SETTLED AMICABLY IN ACCORDANCE WITH SUB-CLAUSE 7.1 SHALL BE FINALLY SETTLED BY ARBITRATION. ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE ARBITRATION LAWS OF KENYA.

7.2.2. 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.

7.2.3 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.

7.2.4 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.

I. 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 AGREE ON THE APPOINTMENT OF AN ARBITRATOR WITHIN THIRTY DAYS OF THE NOTICE. IF THE PARTIES FAIL TO AGREE ON THE APPOINTMENT OF AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED, ON THE REQUEST OF THE APPLYING PARTY, BY THE CHAIRMAN OF THE CHARTERED INSTITUTE OF ARBITRATORS (KENYA BRANCH).

7.2.4 THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON THE PARTIES.

7.3. FAILURE TO COMPLY WITH ARBITRATOR'S DECISION

7.3.1 IN THE EVENT THAT A PARTY FAILS TO COMPLY WITH THE ARBITRAL AWARD, THEN THE OTHER PARTY MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS IT MAY HAVE, REFER THE MATTER TO A COMPETENT COURT OF LAW FOR ENFORCEMENT.

7.3.2 ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF PROCEDURE SPECIFIED IN THE SCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

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SECTION VII - SPECIAL CONDITIONS OF CONTRACT

	GCC Reference and SCC Detail
GCC Reference	**1.1. DEFINITIONS** K) "PARTY" MEANS THE PROCURING ENTITY OR THE INSURANCE PROVIDER, AS THE CASE MAY BE, AND "PARTIES" MEANS BOTH OF THEM AS SPECIFIED IN THE **SCC;**
SCC Detail	THE PARTIES TO THE CONTRACT ARE: THE PROCURING ENTITY IS _____
SCC Detail	THE INSURANCE PROVIDER IS _____
SCC Detail	THE CONTRACT NAME IS _____
GCC Reference	**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**.
SCC Detail	FOR NOTICES, THE PROCURING ENTITY'S ADDRESS SHALL BE:

SCC Detail	ATTENTION: [*INSERT FULL NAME OF PERSON, IF APPLICABLE]* POSTAL ADDRESS:(*FULL POSTAL ADDRESS)*
SCC Detail	PHYSICAL ADDRESS: (*FULL LOCATION ADDRESS- INSERT CITY, STREET NAME, BUILDING NAMED FLOOR NUMBER, ROOM NUMBER*
SCC Detail	TELEPHONE: [*INCLUDE TELEPHONE NUMBER, INCLUDING COUNTRY AND CITY CODES)*
SCC Detail	ELECTRONIC MAIL ADDRESS: *[INSERT E-MAIL ADDRESS, IF APPLICABLE]*
GCC Reference	**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.**
SCC Detail	THE AUTHORIZED REPRESENTATIVES ARE: FOR THE PROCURING ENTITY: _____ [*NAME, POSTAL ADDRESS, EMAIL, TELEPHONE NUMBER]*

SCC Detail	FOR THE INSURANCE PROVIDER: *[NAME, POSTAL ADDRESS, EMAIL, TELEPHONE NUMBER]*
GCC Reference	**2.2. COMMENCEMENT AND DURATION OF SERVICES** THE COMMENCEMENT DATE AND DURATION OF THE INSURANCE COVER SHALL BE SPECIFIED IN THE **SCC.**
SCC Detail	THE COMMENCEMENT DATE AND DURATION OF THE INSURANCE COVER SHALL BE: COMMENCEMENT DATE _____ COMPLETION OR EXPIRY DATE_____ DURATION OF THE COVERAGE _____
GCC Reference	**3.2. CONFLICT OF INTERESTS** 3.2.1 INSURANCE PROVIDER NOT TO BENEFIT FROM COMMISSIONS AND DISCOUNTS. II) AFTER THE TERMINATION OF THIS CONTRACT, SUCH OTHER ACTIVITIES AS MAY BE SPECIFIED IN THE SCC.
SCC Detail	AFTER THE TERMINATION OF THIS CONTRACT, THE ACTIVITIES ARE: _____ _____

GCC Reference	**3.4. REPORTING OBLIGATIONS** THE INSURANCE PROVIDER SHALL SUBMIT TO THE PROCURING ENTITY THE REPORTS AND DOCUMENTS, AND WITHIN THE PERIODS SPECIFIED IN THE **SCC**
SCC Detail	SPECIFY THE REPORTS AND DOCUMENTS REQUIRED INCLUDING THE PERIODS _____
GCC Reference	**3.5. DOCUMENTS PREPARED BY THE INSURANCE PROVIDER TO BE THE PROPERTY OF THE PROCURING ENTITY.** ALL REPORTS, AND OTHER DOCUMENTS AND SOFTWARE PREPARED 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 DELIVER ALL SUCH DOCUMENTS AND SOFTWARE TO THE PROCURING ENTITY TOGETHER WITH A DETAILED INVENTORY THEREOF UPON TERMINATION OR EXPIRATION OF THIS CONTRACT,. 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**.
SCC Detail	SPECIFY THE RESTRICTIONS ABOUT THE FUTURE USE OF THE DOCUMENTS, IF ANY.

GCC Reference	**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 THAN 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.
SCC Detail	THE LIQUIDATED DAMAGES PER DAY IS _____ THE DATE BY WHEN THE COMPENSATION COSTS SHOULD BE MADE IS _____ DAYS THE TOTAL AMOUNT OF LIQUIDATED DAMAGES SHALL NOT EXCEED _____
GCC Reference	**3.7. PERFORMANCE SECURITY** THE INSURANCE PROVIDER SHALL BE REQUIRED TO PROVIDE PERFORMANCE SECURITY TO THE PROCURING ENTITY AS SPECIFIED IN THE **SCC**
SCC Detail	SPECIFY THE FORM OF PERFORMANCE SECURITY AND THE PERCENTAGE

GCC Reference	**6.1. LUMP-SUM REMUNERATION** THE INSURANCE PROVIDER'S REMUNERATION MAY 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**
SCC Detail	CONTRACT PRICE IS _____
GCC Reference	**6.3. TERMS AND CONDITIONS OF PAYMENT** PAYMENTS WILL BE MADE TO THE INSURANCE PROVIDER ACCORDING TO THE PAYMENT SCHEDULE STATED IN THE **SCC.**
SCC Detail	THE PAYMENT SHALL BE MADE AS FOLLOWS _____ (SPECIFY THE PAYMENT SCHEDULE E.G. LUMPSUM ETC)
GCC Reference	**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.**
SCC Detail	INTEREST SHALL BE PAID TO THE INSURANCE PROVIDER FOR EACH DAY OF DELAYED PAYMENT AT THE RATE OF _____% PER MONTH.

GCC Reference	**7. SETTLEMENT OF DISPUTES** 7.3.2 ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF PROCEDURE SPECIFIED IN THE SCC.
SCC Detail	THE RULES OF PROCEDURE FOR ARBITRATION PROCEEDINGS ***WITH A FOREIGN INSURANCE PROVIDER*** SHALL BE _____(*PE TO SPECIFY THE APPLICABLE RULES AND PROCEDURES E.G., UNCITRAL ARBITRATION RULES, RULES OF ICC ETC)*

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