



Agro-Chemical and Food Company Limited

OPEN TENDER

PROVISION OF MEDICAL INSURANCE SERVICES

ACFC/INS/01/2023/24

Agro Chemical and Food Company Limited

P.O. Box 18 – 40107, Muhoroni

Email: tenders@acfc.co.ke

Website: www.acfc.co.ke

SUBMISSION DEADLINE: APRIL 27 2023 AT 1230HRS



Agro-Chemical and Food Company Limited

INVITATION TO TENDER

Tender №.: ACFC/INS/01/2023/24

Tender Name: PROVISION OF MEDICAL INSURANCE SERVICES

1. Agro Chemical and Food Company Limited (ACFC) invites sealed tenders for the provision of Medical insurance Services for an initial period of one year starting July 1, 2023 and renewable once upto a maximum of two years subject to satisfactory performance.
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours (*i.e., as from 0900 to 1600 hours, Monday to Friday except during public holidays*) at the address given below.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KShs.1,000 in cash or Banker's Cheque and Agro Chemical and Food Company Limited.
5. Tender documents may also be viewed and downloaded from the ACFC website: www.acfc.co.ke or the Public Procurement Information Portal (PIIP): www.tenders.go.ke free of charge. Tenderers who download the tender document must forward their particulars immediately to tenders@acfc.co.ke to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a tender Security of **KShs.100,000.00** only valid for 150days in form of a guarantee from a reputable bank or an insurance company in favour of Agro Chemical and Food Company Limited. (*Self-insured tender securities are not allowed*).
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **April 27, 2023 at 1230hrs**. Electronic Tenders **will not** be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information, and purchasing tender document.

Agro Chemical and Food Company Limited
Muhoroni Town, next to Muhoroni Sugar Company Limited
P.O. Box 18 – 40107, Muhoroni
Tel: +254 722-205448/ 734-242871
Email: purchasing@acfc.co.ke

B. Address for Submission of Tenders.

The Managing Director
Agro Chemical and Food Company Limited
Muhoroni Town, next to Muhoroni Sugar Company Limited
P.O. Box 18 – 40107, Muhoroni

C. Address for Opening of Tenders.

Agro Chemical and Food Company Limited
ACFC Training Centre at the Factory in Muhoroni

Any canvassing or giving of false information will lead to automatic disqualification.



Amos W. Mwaighonyi

For: MANAGING DIRECTOR

April 12, 2023

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

- 2.1 Throughout this tendering document:
- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) If the contexts requires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

3. Fraud and Corruption

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

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of

intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

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

consultants for any part of the Contract including related Services.

- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek 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.ira.go.ke
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

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

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

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

exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8 Clarification of Tendering Document

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

9 Amendment of Tendering Document

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

C. Preparation of Tenders

10 Cost of Tendering

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

11 Language of Tender

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

12 Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
- a) **Form of Tender** prepared in accordance with ITT 13;
 - b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
 - c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
 - d) **Alternative Tender:** if permissible in accordance with ITT 14;
 - e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit

the Tenderer, in accordance with ITT 21.3;

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

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

13 Form of Tender and Schedule of Requirements

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

14 Alternative Tenders

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

15 Tender Prices and Discounts

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

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

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

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

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16 Currencies of Tender and Payment

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

17 Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

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

18 Documents Establishing the Eligibility and Qualifications of the Tenderer

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

19. Period of Validity of Tenders

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

20. Tender Security

- 20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement

proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

- 20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) If the successful Tenderer fails to:
 - i) Sign the Contract in accordance with ITT 45; or
 - ii) Furnish a performance security in accordance with ITT 46.
- 20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

- 21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

- 22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
- a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
 - b) in an envelope marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
 - i) in an envelope marked "ORIGINAL-ALTERNATIVETENDER", the alternative Tender; and

- ii) in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

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

22.3 The outer-envelopes shall:

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

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

23 Deadline for Submission of Tenders

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

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

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

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

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

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

26 Tender Opening

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

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

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

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

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

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

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

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

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who are present shall be requested to sign the record. The

omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

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

28 Clarification of Tenders

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

29 Deviations, Reservations, and Omissions

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

30. Determination of Responsiveness

- 30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

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

31. Non-conformities, Errors and Omissions

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

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

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

32. Arithmetical Errors

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

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

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

34. Margin of Preference and Reservations

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

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

35. Evaluation of Tenders

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

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

- 37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

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

38. Qualification of the Tenderer

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

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

- 39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering

process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

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

41. Notice of Intention to enter in to a Contract

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

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

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

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

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

44. Negotiations

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall

not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

- 44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

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

46. Signing of Contract

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

47. Performance Security

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

48. Publication of Procurement Contract

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

Tender opening.

49. Procurement Related Complaint and Administrative Review

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

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

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: <i>ACFC/INS/01/2023/24</i> The Procuring Entity is: <i>Agro Chemical and Food Company Limited</i> The name of the ITT is: <i>Provision of Medical Insurance Services</i>
ITT 2.2	The Intended date commencing providing the Insurance Services is <i>July 1, 2023</i> for an initial period of one year and renewable annually subject to Satisfactory Performance up to a maximum of two years.
	B. Contents of Tendering Document
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at the Address indicated in the Invitation to Tender. ii) The Procuring Entity shall publish its response at the website www.acfc.co.ke and www.tenders.go.ke
ITT 7.2	There shall be no pre-arranged pretender site visit nor Pre-Tender meeting.
ITT 14.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 19.1	The Tender validity period shall be 120 days.
ITT 20.1	A Tender Security of Kenya Shillings, one hundred thousand (KShs.100,000) only in favour of Agro Chemical And Food Company Limited <i>shall be</i> required. A Tender-Securing Declaration <i>shall not be</i> required.
ITT 21.1	In addition to the original of the Tender, the number of copies is: one (i.e., one original and one copy)
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney.
	D. Submission and Opening of Tenders
ITT 23.1	For Tender submission purposes only, the Procuring Entity's address shall be as indicated in the Invitation to Tender.
ITT 23.1	The deadline for Tender submission is: April 27, 2023 at 1230hrs. Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
ITT 26.1	The Tender opening shall take place at the address indicated in the Invitation to Tender.
	E. Evaluation and Comparison of Tenders
ITT 34.2	Margin of preference shall be not allowed.
	F. Award of Contract
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p data-bbox="352 271 916 405"> The Managing Director Agro Chemical And Food Company Limited P.O. Box 18 – 40107, Muhoroni complaints@acfc.co.ke </p> <p data-bbox="352 443 1337 472">In summary, a Procurement-related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> <li data-bbox="400 510 975 539">(i) the terms of the Tender Documents; and <li data-bbox="400 544 1126 573">(ii) the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

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

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

Evaluation and contract award Criteria

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

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part 2-Procuring Entity's Insurance Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

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

3. **Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply: **Other Criteria**; if permitted under ITT 35.2 (d):
.....

4. Multiple Contracts

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

5. Alternative Tenders (ITT14.1)

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

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2-Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the

Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. MARGIN OF PREFERENCE

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

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

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

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

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

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

7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings _____.
 - ii) Minimum average annual turnover of Kenya Shillings ____ [*insert amount*], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ____ [*insert of year*] years.]
 - iii) At least _____ (*insert number*) of contract (s) of a similar nature executed within

Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings _____equivalent.

iv) Other conditions depending on their seriousness.

a) History of non-performing contracts:

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

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

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

Evaluation Criteria

I. Preliminary Evaluation Criteria

No.	Requirements	Responsive? YES/NO
MR1	Certified copy of Certificate of Incorporation/Registration	
MR2	Provide certified Copy of Valid Tax Compliance Certificate	
MR3	Provide certified copy of current form CR12	
MR4	Provide certified Copy of registration as member of AKI for year 2023	
MR5	Provide certified Copy of registration as member of IRA for year 2023	
MR6	Must submit tender security of KShs.100,000 valid for 150 days from date of tender opening	
MR7	Duly filled & signed price schedule in the format provided	
MR8	Duly filled & signed form of tender in the format provided	
MR9	Duly filled & signed certificate of independent tender determination.	
MR10	Duly filled & signed Confidential Business Questionnaire in the format provided	
MR11	Duly filled & signed Self-Declaration that the person/tenderer is not debarred in the matter of The Public Procurement and Asset Disposal Act 2015.	
MR12	Duly filled & signed Self-Declaration that the person/ tenderer will not engage in any corrupt or fraudulent practice.	
MR13	Duly filled & signed Declaration and Commitment to the Code of Ethics	
MR14	Must provide evidence of GPA/WIBA cover for employees and their agents	
MR15	Must submit a copy of valid NHIF Compliance certificate	
MR16	Must submit a copy of valid NSSF Compliance certificate	

MR17	Power of attorney confirming the signature as a person duly authorized to sign the tender on behalf of the Tenderer	
------	---	--

At this stage, the tenderer's Bid will either be responsive or non-responsive. The non-responsive bids will be eliminated from the entire evaluation process and will not be considered further

II. Technical Evaluation Criteria

S/N	Evaluation Attribute	Weighting Score	Max. Score
T1	Five (5) years' of experience in Medical Underwriting	Attach proof. <i>(1mk for each complete year)</i>	5
T2	Conformance with the ACFC's scope of requirement.	Bidder's response on requirement.	20
T3	Provide evidence of at least five (5) corporate clients with whom you have had similar assignments in the past three years (2020 - 2022)	Copies of Contract/ LSO/ Policies (<i>5 x 1mks</i>) Reference letters of client letterheads including details contact persons' (<i>5 x 2mks</i>)	15
T4	Provide a country wide list of approved health providers where you have credit facilities	Provide list. ACFC reserves the right to confirm directly with the listed providers.	5
T5	Provide reference letters from at least five (5) approved health providers within Western Kenya region with whom you have credit facilities	Reference Letters (<i>5 x 2mks</i>)	10
T6	Organizational structure/profile with clearly defined roles	Organizational structure/profile	5
T7	Qualifications & Experience of the Head Of Medical Underwriting	Qualifications in the relevant field (<i>3mks</i>) At least five (5) years' experience in Medical Underwriting (<i>6mks</i>) <i>(attach copies of certificates & CV)</i>	9
T8	Two other Technical Staff proposed for the assignment	Qualifications in the relevant field (<i>2 x 1mks</i>) At least two (2) years' experience (<i>2 x 2mks</i>) Evidence of knowledge in medical underwriting (<i>2 x 2mks</i>) <i>(attach copies of certificates & CV)</i>	10
T9	Provide details of physical location of offices including contacts for ease of communication	Provide details of physical location & contacts, and copies of either title, lease document or latest utility bills	5
T10	Two (2) years audited account statements (2020 -2022)	Attach Documents (<i>2 x 1mk</i>) Return on asset (ROA) of 5% & above (<i>2mks</i>) Current Ratio of 1 & above (<i>2mks</i>)	6
T11	Bank reference Letter/letter of credit	Provide Letter	5
T12	Document presentation	Well organized, bound & paginated	5
		TOTAL	100

Only bidders who score 80% and above to next stage of evaluation. Bidders who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.

STAFF MEDICAL COVER EVALUATION SHEET

Scope of Cover	Complied	Not Complied (Bidder's Offer)
The cover should provide for medical and surgical expenses reasonably incurred by the insured members as a direct result of their sustaining accidental bodily injury and/or illness and/or a disease within the period of insurance.		
Age		
Members actively in service from age 18 to age 65.		
A member already in the scheme can have cover extended up to 70 years of age provided that he/she remains in active service and subject to underwriting.		
Dependent Children from 0 Months (term Baby of 38 Weeks) of age up till the age of 18 years or to the age of 24 years if residing with their parents and enrolled full-time in a recognized post- secondary institution.		
The waiting period before cover commences for a new employee is 0 days.		
Coverage for Hospitalization (Inpatient Cover)		
Inpatient cover should provide for medically necessary hospital bed charges (standard ward bed), doctors' bills, anaesthetist's bills, operating theatre fees, pharmacy, laboratory and investigations reasonably incurred by an insured member.		
This cover should be on credit facility with our service providers.		
Outpatient Services		
Members of the scheme should have a choice of medical attendant but treatment will be restricted to medical practitioners registered with the Kenya Medical Practitioners & Dentists Board.		
Cover will be on credit facility basis with our providers and on 100% re-imburement.		
Super Enhanced Cover Including Pre-existing, Chronic conditions and HIV conditions		
<i>Special benefits under the Super Enhanced cover</i>		

Pre-existing, Chronic and HIV should be covered to the full limit of outpatient and inpatient limit.		
Congenital Illness should be Covered		
Benefits		
The benefits under category Senior and Middle management staff should be based on shared cover per family.		
The benefits for union staff should be based on the member only under the inpatient cover.		
<u>Other benefits:</u>		
The Cover should also provide for:		
Last expenses (employees only) Kshs. 100,000		
Caesarean Section		
Inpatient dental hospitalization resulting from an accident.		
Dental Cover: <ul style="list-style-type: none"> - Cover limit at KShs.35,000 - Dental consultation - Extractions (surgical extractions) - Filings (Except previous metals) - Teeth scaling - Dental X-rays - Dental prescriptions - Aesthetic Fees - Minor oral surgery 		
Optical Cover <ul style="list-style-type: none"> - Cover limit at KShs.35,000 - Routine optical consultations - Optometrist consultations and eye examinations. - Frames/Lenses prescription - Prescribed lenses and replacement lenses - Optical prescriptions 		
Maternity Cover at Kshs, 150,000		
Psychiatric conditions.		
Post hospitalization.		
KEPI vaccines.		

PAP smear and PSA (employees and spouses).		
Outpatient and Inpatient dental hospitalization resulting from an illness (apart from Laser eye Surgery). Maximum of 35,000.00		
Outpatient and Inpatient optical hospitalization resulting from an illness (apart from Laser eye Surgery). Maximum of 35,000.00		
Air Cross Boarder Evacuation.		
Local Ambulance services for transportation of a sick Member for treatment from an area where facilities for adequate care do not exist to the next available hospital or licensed medical facility.		
Claims related to expenses arising whilst the Member is temporarily abroad and requiring emergency treatment for an illness or injury that occurs during the period of travel.		
Treatment costs arising from a condition that warrants treatment overseas because the treatment is not available in Kenya.		
Covid 19 Cover		
The cover caters for all necessary medical treatment and services and includes nursing care, intensive care, diagnostic or other medically necessary facilities and services, doctors bills, operating theatres fees, pharmacy drugs, laboratory and investigations.		
Premium		
All premiums should be on annual basis and should include ITL (0.2%), IPCF Tax (0.25%) and Stamp duty.		

III. Financial Evaluation and Award Recommendation

This would involve verification of the financial offers and checking for arithmetical errors, omissions and comparison of price among the qualified bidders who qualify at technical evaluation. The total lowest priced bid will be considered best evaluated and subsequently recommended for award.

Note: *the following formulas shall be used in calculations during Technical Evaluation.*

$$\text{Return on Asset (ROA)} = \frac{\text{Earnings After Tax}}{\text{Total Assets}}$$

$$\text{Current Ratio} = \frac{\text{Current assts}}{\text{Current liabilities}}$$

SECTION IV- TENDERING FORMS

1. Form of Tender

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

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

Tender Name and Identification:.....[insert identification]

To: [Insert complete name of Procuring Entity]

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

SCHEDULE OF TENDERED ITEMS ND PRICES

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No 1						
No 2						
No 3						

- e) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”) [Delete if not appropriate, or amend to suit]

We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

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

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

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

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

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

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

Date signed:..... *[insert date of signing] day of [insert month], [insert year].*

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company.....

ii) State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) **Conflict of interest disclosure**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender 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 design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name _____ Title _____ Signature & Date _____
[Name, title and signature of authorized agent of Tenderer and Date]

C. SELF-DECLARATION FORMS

FORM SD1

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

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

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

Dated this _____ day of _____ 2023.

[Authorized Officer's Name]

[Designation]

[Signature & Date]

Bidder's Company Seal / Rubber Stamp

FORM SD2

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

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

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

Dated this _____ day of _____ 2023.

[Authorized Officer's Name]

[Designation]

[Signature & Date]

Bidder's Company Seal / Rubber Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

[Authorized Officer's Name]

[Designation]

[Signature & Date]

[Name & Office Address for the Firm]

[Telephone No.]

[Email]

Bidder's Company Seal / Rubber Stamp

[Witness' Name]

[Signature & Date]

D. APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted be low highlight Kenya's policy of no tolerance for such practices and behavior:
- i). A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - ii). A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
 - iii). Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - iv). The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

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

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “*corrupt practice*” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “*fraudulent practice*” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) “*obstructive practice*” is:
 - ✓ deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ✓ acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “*fraudulent practice*” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;

- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

Signed & Stamped

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

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

SCHEDULE OF PRICES FORM

OUT-PATIENT

PRICE SCHEDULE- MIDDLE MANAGEMENT								
	M	M +1	M +2	M +3	M +4	M +5	M +6	Total
	KShs	KShs	KShs	KShs	KShs	KShs	KShs	KShs
60,000								
80,000								
100,000								
120,000								
140,000								
160,000								

PRICE SCHEDULE- SENIOR MANAGEMENT								
	M	M +1	M +2	M +3	M +4	M +5	M +6	Total
	KShs	KShs	KShs	KShs	KShs	KShs	KShs	KShs
85,000								
110,000								
135,000								
160,000								
185,000								
210,000								

IN-PATIENT

Category	Limit (KShs)	Premium (KShs)
		Kshs
Senior Management	2,000,000	
Middle management	1,500,000	
Union Staff	300,000	

Note: The price validity should be 120 days from the date of the tender opening.

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

Signature of Tenderer *[signature of person signing the Tender]*

Date..... *[insert date]*

TENDERER INFORMATION FORM

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

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

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

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

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

QUALIFICATION INFORMATION

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

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

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

Other party(ies) Cause of dispute Details of litigation award Amount involved

- a) _____
- b) _____

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required _____

1 NOTIFICATION OF INTENTION TO AWARD

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

1) For the attention of Tenderer's Authorized Representative

Name: *[insert Authorized Representative's name]*

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

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

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

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

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

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

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

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

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

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

The successful Tenderers are listed below.

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

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

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

3) How to request a debriefing

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

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

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

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

Title/position:[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

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

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

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

4) How to make a complaint

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

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

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

Title/position:.....[insert title/position]

Agency:.....[insert name of Procuring Entity]

Email address:.....[insert email address]

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint with in the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.

The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke

5) Standstill Period

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

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

On behalf of the Procuring Entity:

Name: _____ **Signature:** _____

Title/position: _____

Telephone: _____ **Email:** _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

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

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

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

Please return the attached Contract dully signed Authorized Signature
.....

Name and Title of Signatory :.....

Name of Agency:

Attachment: Contract

4 FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas _____ [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated _____ [*Date of submission of tender*] for the _____ [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

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

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

**PART II – SCHEDULE OF
INSURANCE
REQUIREMENTS**

SECTION V – SCHEDULE OF REQUIREMENTS

Scope of Cover

The cover should provide for insured medical and surgical expenses cover reasonably incurred by the insured members as a direct result of their sustaining accidental bodily injury and/or illness and/or a disease within the period of insurance.

Age

- Members actively in service from age 18 to age 65.
- A member already in the scheme can have cover extended up to 70 years of age provided that he/she remains in active service and subject to underwriting.
- Dependent Children from 0 Months (term Baby of 38 Weeks) of age up till the age of 18 years OR to the age of 25 years if residing with their parents and enrolled full-time in a recognized post- secondary institution OR beyond 25 years if with disability subject to proof that the disability has occasioned full dependence on the member.
- The waiting period before cover commences for a new employee is 0 days.

Structure of the Cover

The inpatient and outpatient cover shall be based per family shared.

Cover Benefits

a) Inpatient cover

- Inpatient limit offer per the price schedule attached.
- The cover should be on credit facility with our service providers.

Benefits provided for

- Diagnostic consultation
- Doctors, surgeon, anaesthetist, operating theatre fees and hospital board accommodation charges in a standard ward bed.
- Physiotherapist fees
- ICU expenses
- Drugs, dressings, surgical appliances and laboratory and cost of investigations reasonably incurred by an insured member.
- Local and air evacuation
- First emergency caesarean section in the lifetime of a female employee / spouse (delivery only) within the inpatient limit.
- Inpatient dental and optical hospitalization resulting from an accident covered up to the full inpatient limit.
- Inpatient dental hospitalization resulting from an illness.
- Inpatient optical hospitalization resulting from an illness.
- Psychiatric illness covered up to 20% of the inpatient limit.
- Day surgery

b) Outpatient Services

- Outpatient limit offer is as per the price schedule attached.
- Treatment will be by a doctor registered with the Kenya Medical Practitioners & dentists Board.
- Drugs prescribed by a doctor and dispensed by a licensed pharmacist.
- Outpatient laboratory and Radiology services.
- Surgical dressing, casts, splints, braces and crutches
- Physiotherapy fees

- Outpatient surgical operations
- Counselling upon referral by a general practitioner will be covered within the outpatient limit,
- Investigative procedures e.g., MRI, CT scan, Xray, EEG, ECG etc
- Cover will be on credit facility basis with our providers and on 100% re-imburement.

c) Dental Benefit

- Cover limit at KShs. 35,000
- Dental consultation
- Extractions (surgical extractions)
- Filings (Except previous metals)
- Teeth scaling
- Dental X-rays
- Dental prescriptions
- Aesthetic Fees
- Minor oral surgery

d) Optical Benefit

- Cover limit at KShs. 35,000
- Routine optical consultations
- Optometrist consultations and eye examinations.
- Frames/Lenses prescription
- Prescribed lenses and replacement lenses
- Optical prescriptions

e) Maternity Benefit

- The limit should be up to Kshs. 150,000 within the inpatient limit.
- The scope of the cover should include the following services.
 - ✓ Inpatient costs incurred for normal and caesarean deliveries.
 - ✓ Labor and recovery wards.
 - ✓ Obstetrics and ultrasounds
 - ✓ Professional fees
 - ✓ Pregnancy and maternity related hospitalization
 - ✓ Other related ailments and complications including ectopic pregnancies and miscarriages.

f) Last / Funeral Expense Benefit

- Funeral / last expense cover of Kshs. 100,000 within the inpatient limit.

g) Service providers

- The cover should have a broad geographical distribution network within the country.
- The cover should provide for overseas referrals.

Super Enhanced Cover – Including Pre-existing, Chronic conditions and HIV conditions

Special benefits under the Super Enhanced cover

- Covid-19 treatment
- Pre-existing, Chronic and HIV should be covered to the full limit of outpatient and inpatient limit.

- Congenital Illness should be Covered

COVID19

Scope of Cover:

The cover caters for all necessary medical treatment and services and includes nursing care, intensive care, diagnostic or other medically necessary facilities and services, doctors bills, operating theatres fees, pharmacy drugs, laboratory and investigations.

The cover caters for COVID-19 and related Complications. It is an enhancement of the main cover and covers the following:

- Outpatient testing of symptomatic members within the outpatient limit.
- Testing of COVID-19 in GOK approved facilities in line with the GOK protocols.
- Inpatient treatment up to a limit of Kshs. 500,000 within the inpatient limit.
- Members covered are the principal members as per the enclosed list of members.

Financial Implication

- The Financial implication of the COVID-19 enhanced cover should be clearly spelt out and separated from the price schedule below.

Benefits

- The Inpatient benefits under category Senior and Middle management staff should be based on shared cover per family.
- The benefits for union staff should be based on the member only under the inpatient cover.

MEDICAL INSURANCE SERVICES

IN-PATIENT

CATEGORY	BASIS	IN-PATIENT LIMIT
Senior Management	Per Family	KShs. 2,000,000.00
Middle Management	Per Family	KShs. 1,500,000.00
Union Staff	Per Member	KShs. 300,000.00

OUT-PATIENT

CATEGORY	MIDDLE MANAGEMENT	SENIOR MANAGEMENT
Member	KShs. 60,000	KShs. 85,000
Member + 1	KShs. 80,000	KShs. 110,000
Member + 2	KShs. 100,000	KShs. 135,000
Member + 3	KShs. 120,000	KShs. 160,000
Member + 4	KShs. 140,000	KShs. 185,000
Member + 5	KShs. 160,000	KShs. 210,000

Premiums

- All premiums should be on an annual basis and should include ITL (0.2%), IPCF Tax (0.25%) and Stamp duty.

AGRO CHEMICAL AND FOOD COMPANY LIMITED
Senior Management List (2023-2024)

S/N	PARENT NAME	FAMILY SIZE	RELATIONSHIP	TITLE	FORENAME	SURNAME	DOB
1	Joseph Andere	M+5	Member	Mr	Joseph	Andere	04-05-1969
2	Joseph Andere		Spouse	Mrs	Mildred	Achieng	25-10-1974
3	Joseph Andere		Unmarried Child	Master	Bradley	Andere	24-06-2000
4	Joseph Andere		Unmarried Child	Master	Cyril	Odhiambo	20-01-1998
5	Joseph Andere		Unmarried Child	Master	Glenn	Andere	25-04-2007
6	Joseph Andere		Unmarried Child	Master	Paul	Jura Andere	08-09-2004
7	David J. Ojwang	M+5	Member	Mr	David	J. Ojwang	25-05-1967
8	David J. Ojwang		Spouse	Mrs	Milka	Juma Owino	10-08-1982
9	David J. Ojwang		Unmarried Child	Master	Joe	Rasugu	16-12-2015
10	David J. Ojwang		Unmarried Child	Miss	Faith	Adongo Babu	13-06-2004
11	David J. Ojwang		Unmarried Child	Miss	Risper	Auma	04-05-2001
12	David J. Ojwang		Unmarried Child	Mr.	Moses	Otieno Opiyo	13-06-2004
13	Moses Kolum	M+2	Member	Mr	Moses	Kolum	22-07-1966
14	Moses Kolum		Spouse	Mrs	Janeffer	N. Kolum	22-06-1972
15	Moses Kolum		Unmarried Child	Master	Timothy	K. Kolum	28-02-2004
16	Albert Mita Mita	M+3	Member	Mr	Albert	Mita Mita	19-04-1964
17	Albert Mita Mita		Spouse	Mrs	Juliet	Anyango Ayieko	24-04-1967
18	Albert Mita Mita		Unmarried Child	Master	Martin	E. Mitamita	12-10-2003
19	Albert Mita Mita		Unmarried Child	Miss	Loice	Atieno	29-10-2000
20	Reuben K. Odhiambo	M+3	Member	Mr	Reuben	K. Odhiambo	04-12-1968
21	Reuben K. Odhiambo		Spouse	Mrs	Grace	Anyango Oloo	01-08-1970
22	Reuben K. Odhiambo		Unmarried Child	Master	John	W. Odhiambo	25-04-2002
23	Reuben K. Odhiambo		Unmarried Child	Miss	Linet	Mildred	16-11-2006
24	Cassian Safari Mwasafu	M+5	Member	Mr	Cassian	Safari Mwasafu	20-01-1967
25	Cassian Safari Mwasafu		Spouse	Mrs	Fina	Shali Mwakima	08-05-1973
26	Cassian Safari Mwasafu		Unmarried Child	Master	Faustina	M. Safari	02-06-2004
27	Cassian Safari Mwasafu		Unmarried Child	Master	Maximillian	Mwasafu	16-08-1998
28	Cassian Safari Mwasafu		Unmarried Child	Master	Moris	Mwakima	15-12-2001
29	Cassian Safari Mwasafu		Unmarried Child	Miss	Immaculate	Kagomba	19-01-2006
30	Alan Mugeru Andagalu	M+5	Member	Mr	Alan	Mugeru Andagalu	01-03-1975
31	Alan Mugeru Andagalu		Spouse	Mrs	Susan	Atieno Makitu	22-07-1978
32	Alan Mugeru Andagalu		Unmarried Child	Master	Israel	Bahati Andagalu	17-03-2018
33	Alan Mugeru Andagalu		Unmarried Child	Miss	Emanuella	Hawi	25-12-2016
34	Alan Mugeru Andagalu		Unmarried Child	Miss	Precious	Favour Andagalu	23-03-2018
35	Alan Mugeru Andagalu		Unmarried Child	Miss	Victoria	M. Andagalu	22-02-2008
36	Linah N. Osiemo	M+5	Member	Ms	Linah	N. Osiemo	02-10-1975
37	Linah N. Osiemo		Spouse	Mr	Raymond	N. Moindi	30-07-1974
38	Linah N. Osiemo		Unmarried Child	Master	Peter	Osongo Nyambeki	26-11-2006
39	Linah N. Osiemo		Unmarried Child	Miss	Evelyn	Bonareri	31-10-2003
40	Linah N. Osiemo		Unmarried Child	Miss	Lesley	Makori	26-12-2006
41	Linah N. Osiemo		Unmarried Child	Miss	Paula	Moraa	01-01-2010
42	David Morogo	M+3	Member	Mr	David	Morogo	12-03-1973
43	David Morogo		Spouse	Mrs	Judith	C. Tuimising	01-11-1980
44	David Morogo		Unmarried Child	Master	Caleb	Kipkemboi	10-10-2007
45	David Morogo		Unmarried Child	Master	Nicholas	Kiprop	29-03-2011
46	Edwin O. Owiti	M+5	Member	Mr	Edwin	O. Owiti	24-08-1976
47	Edwin O. Owiti		Spouse	Mrs	Lilian	Atieno Muma	29-03-1975
48	Edwin O. Owiti		Unmarried Child	Master	Ron	H. Owiti	23-01-2009
49	Edwin O. Owiti		Unmarried Child	Master	Tom	A. Owiti	25-04-2001
50	Edwin O. Owiti		Unmarried Child	Miss	Faith	Anyango	26-01-2006
51	Edwin O. Owiti		Unmarried Child	Miss	Stacy	S. Owiti	26-01-2006
52	Peter Macharia Kihunyu	M+4	Member	Mr	Peter	Macharia Kihunyu	23-09-1969
53	Peter Macharia Kihunyu		Spouse	Mrs	Teresia	Wanjiku	05-01-1971
54	Peter Macharia Kihunyu		Unmarried Child	Master	Austin	Kariuki Kihunyu	21-03-2007

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55	Peter Macharia Kihunyu		Unmarried Child	Master	Kevin	Chege Kihunyu	27-09-2003
56	Peter Macharia Kihunyu		Unmarried Child	Master	Patrick	Macharia Kihunyu	14-08-1999
57	Patrick Ouma	M+4	Member	Mr	Patrick	Ouma	18-03-1983
58	Patrick Ouma		Spouse	Mrs	Yvonne	Hellen Awiti	18-05-1988
59	Patrick Ouma		Unmarried Child	Master	Aristide	Francis Ago	31-08-2015
60	Patrick Ouma		Unmarried Child	Master	Cian	Patrick Monye	02-03-2020
61	Patrick Ouma		Unmarried Child	Master	Paul	M. Nyagaya	03-02-2009
62	Abel Michael Oichoe	M+5	Member	Mr	Abel	Michael Oichoe	30-12-1965
63	Abel Michael Oichoe		Spouse	Mrs	Norah	Kemuma Kaosa	30-12-1969
64	Abel Michael Oichoe		Unmarried Child	Master	Dennis	Manduku	31-12-1999
65	Abel Michael Oichoe		Unmarried Child	Master	Felix	Morang`a	20-08-2008
66	Abel Michael Oichoe		Unmarried Child	Miss	Erica	Kemuma	15-04-2015
67	Abel Michael Oichoe		Unmarried Child	Miss	Ezina	Mokeira	31-01-1998
68	Dorothy A.O. Rota	M+4	Member	Ms	Dorothy	A.O. Rota	18-09-1974
69	Dorothy A.O. Rota		Spouse	Mr	Glence	Odhiambo Arwa	01-01-1976
70	Dorothy A.O. Rota		Unmarried Child	Master	Powell	Arwa Odhiambo	25-04-2010
71	Dorothy A.O. Rota		Unmarried Child	Master	Reagan	Omondi Odhiambo	24-03-2001
72	Dorothy A.O. Rota		Unmarried Child	Miss	Rachel	Atieno	12-12-1999
73	Amos Wanyelo Mwaighonyi	M+3	Member	Mr	Amos	Wanyelo Mwaighonyi	14-02-1970
74	Amos Wanyelo Mwaighonyi		Spouse	Mrs	Nancy	M.Wangare	01-01-1969
75	Amos Wanyelo Mwaighonyi		Unmarried Child	Master	Dennis	W.Mwaghonyi	13-12-2001
76	Amos Wanyelo Mwaighonyi		Unmarried Child	Master	Nickson	M.Mwaghonyi	26-08-2004
77	Elijah Abongo Owino	M+3	Member	Mr	Elijah	Abongo Owino	26-06-1974
78	Elijah Abongo Owino		Spouse	Mrs	Joyce	Aluoch Ngoye	01-01-1980
79	Elijah Abongo Owino		Unmarried Child	Miss	Chiquitor	Akinyi	01-12-2000
80	Elijah Abongo Owino		Unmarried Child	Miss	Qun	Quency Obede	18-11-2005
81	James O. Nyamwaya	M+5	Member	Mr	James	O. Nyamwaya	23-07-1975
82	James O. Nyamwaya		Spouse	Mrs	Sarah	Achieng`	02-06-1980
83	James O. Nyamwaya		Unmarried Child	Master	Dan	Emmanuel Opiyo	02-09-2009
84	James O. Nyamwaya		Unmarried Child	Miss	Anne	Opiyo	01-10-2002
85	James O. Nyamwaya		Unmarried Child	Miss	Marion	G. Apondi	30-06-2001
86	James O. Nyamwaya		Unmarried Child	Miss	Terry	Adongo	01-10-2002
87	Paul Mahero	M+5	Member	Mr	Paul	Mahero	20-02-1979
88	Paul Mahero		Spouse	Mrs	Caroline	N. Otieno	26-08-1985
89	Paul Mahero		Unmarried Child	Master	Antony	Okoth Mahero	05-03-2019
90	Paul Mahero		Unmarried Child	Master	David	Omondi Mahero	27-09-2017
91	Paul Mahero		Unmarried Child	Miss	Eva	Atieno Mahero	11-09-2012
92	Paul Mahero		Unmarried Child	Miss	LeeAnn	Achieng	18-12-2007
93	Tom Odongo	M+5	Member	Mr	Tom	Odongo	30-06-1979
94	Tom Odongo		Spouse	Mrs	Christine	Otieno	04-01-1983
95	Tom Odongo		Unmarried Child	Master	Michael	Richard Odongo	15-12-2014
96	Tom Odongo		Unmarried Child	Master	Richard	Odongo	17-12-2005
97	Tom Odongo		Unmarried Child	Miss	Daisy	Odongo	01-01-2008
98	Tom Odongo		Unmarried Child	Miss	Dursille	Odongo	20-09-2019
99	Sharon Nyawira Cheruiyot	M	Member	Ms	Sharon	Nyawira Cheruiyot	13-12-1989
100	Duke Matara Motanya	M+4	Member	Mr	Duke	Matara Motanya	20-07-1983
101	Duke Matara Motanya		Spouse	Mrs	Betty	N. Wekesa	15-11-1986
102	Duke Matara Motanya		Unmarried Child	Miss	Amaara	Kwamboka	02-03-2018
103	Duke Matara Motanya		Unmarried Child	Miss	Chloe	Kerubo	07-07-2015
104	Duke Matara Motanya		Unmarried Child	Miss	Tameera	Phidelia	09-11-2014
105	Paul Simiyu Musee	M+3	Member	Mr	Paul	Simiyu Musee	02-11-1981
106	Paul Simiyu Musee		Spouse	Mrs	Maurine	Sikuku	07-01-1984
107	Paul Simiyu Musee		Unmarried Child	Miss	Maya	Electine Musee	27-05-2018
108	Paul Simiyu Musee		Unmarried Child	Miss	Mia	Marie Musee	27-05-2018
109	Nashon Oduor Tado	M+1	Member	Mr	Nashon	Oduor Tado	01-07-1980

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110	Nashon Oduor Tado		Unmarried Child	Miss	Lirona	Amia Tado	11-06-2010
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S/N	PARENT NAME	FAMILY SIZE	RELATIONSHIP	TITLE	FORENAME	SURNAME	DOB
1	Jacinter Ochieng'	M+1	Member	Ms	Jacinter	Ochieng'	15-08-1965
2	Jacinter Ochieng'		Spouse	Mr	Tom	Jalang'o Gaya	28-12-1964
3	Anne Nyokabi Kamau	M+3	Member	Ms	Anne	Nyokabi Kamau	15-01-1970
4	Anne Nyokabi Kamau		Spouse	Mr	Peter	Kabiru Kariuki	01-01-1963
5	Anne Nyokabi Kamau		Unmarried Child	Master	Johnson	Kamau	18-11-2004
6	Anne Nyokabi Kamau		Unmarried Child	Miss	Faith	Wangechi	29-06-1998
7	John Nyawanda	M+3	Member	Mr	John	Nyawanda	02-06-1964
8	John Nyawanda		Spouse	Mrs	Milcah	Akinyi Omamo	01-01-1973
9	John Nyawanda		Unmarried Child	Master	Lesley	Chepkemboi	01-01-2008
10	Gabriel Ochieng Okello	M+4	Member	Mr	Gabriel	Ochieng Okello	20-09-1968
11	Gabriel Ochieng Okello		Spouse	Mrs	Eunice	Akoth Ochieng	05-12-1974
12	Gabriel Ochieng Okello		Unmarried Child	Master	Eric	O. Ochieng'	05-11-2003
13	Gabriel Ochieng Okello		Unmarried Child	Master	Martin	O. Ochieng'	30-04-2000
14	Benard Kiseu	M+5	Member	Mr	Benard	Kiseu	05-02-1965
15	Benard Kiseu		Spouse	Mrs	E.Z.	Mwadime	11-11-1972
16	Benard Kiseu		Unmarried Child	Master	Michael	K. Mwazuna	28-09-2010
17	Benard Kiseu		Unmarried Child	Miss	Annette	Wakio	09-11-2000
18	Benard Kiseu		Unmarried Child	Miss	Elizabeth	Pendo	21-04-2008
19	Pamella Atieno Orwa	M+3	Member	Mr	Pamella	Atieno Orwa	04-04-1973
20	Pamella Atieno Orwa		Spouse	Mr	Paul	Omondi Miguda	09-05-1965
21	Pamella Atieno Orwa		Unmarried Child	Master	Moses	Mich Miguda	22-09-2001
22	Pamella Atieno Orwa		Unmarried Child	Master	Tobias	B. Miguda	30-07-1999
23	Milton Odhiambo Opiyo	M+4	Member	Mr	Milton	Odhiambo Opiyo	22-11-1972
24	Milton Odhiambo Opiyo		Spouse	Mrs	Jackline	Akoth	01-01-1980
25	Milton Odhiambo Opiyo		Unmarried Child	Master	Samuel	J.O. Odhiambo	15-07-2007
26	Milton Odhiambo Opiyo		Unmarried Child	Miss	Azriel	Onyango Odhiambo	13-05-2016
27	Milton Odhiambo Opiyo		Unmarried Child	Miss	Gloria	T. Adhiambo	12-01-2002
28	William Nyore	M+5	Member	Mr	William	Nyore	31-12-1964
29	William Nyore		Spouse	Mrs	Beatrice	Atieno Ogutu	04-11-1980
30	William Nyore		Unmarried Child	Master	Mike	Odhiambo	23-11-2007
31	William Nyore		Unmarried Child	Master	Peter	Nyore	27-06-2003
32	William Nyore		Unmarried Child	Master	Sydney	Ogutu	23-02-2005
33	William Nyore		Unmarried Child	Miss	Faith	Achieng	01-01-2008
34	Nelly Awino Wadawi	M+2	Member	Ms	Nelly	Awino Wadawi	12-03-1970
35	Nelly Awino Wadawi		Unmarried Child	Master	Carey	K. Wadawi	18-03-1999
36	Nelly Awino Wadawi		Unmarried Child	Miss	Cindy	Wadawi	28-07-2004
37	Gilbert Wabwire Ongweko	M+5	Member	Mr	Gilbert	Wabwire Ongweko	14-05-1970
38	Gilbert Wabwire Ongweko		Spouse	Mrs	Wynegrace	Nyongesa	12-11-1972
39	Gilbert Wabwire Ongweko		Unmarried Child	Master	James	A. Wabwire	04-06-2003
40	Gilbert Wabwire Ongweko		Unmarried Child	Master	Paul alvin	Wabwire	04-06-2003
41	Gilbert Wabwire Ongweko		Unmarried Child	Miss	Charity	Wabwire	24-01-1998
42	Gilbert Wabwire Ongweko		Unmarried Child	Miss	Rachel	N. Wabwire	16-07-1999
43	Lameck K. Maiyo	M+4	Member	Mr	Lameck	K. Maiyo	12-11-1973
44	Lameck K. Maiyo		Spouse	Mrs	Leonida	C. Cheboi	03-05-1977
45	Lameck K. Maiyo		Unmarried Child	Master	Cyprian	K. Maiyo	09-08-1999
46	Lameck K. Maiyo		Unmarried Child	Master	Wayne	K. Maiyo	15-06-2001
47	Lameck K. Maiyo		Unmarried Child	Miss	Noelle	Jerop	29-12-2006
48	Noel Ayuma Sande	M+2	Member	Ms	Noel	Ayuma Sande	07-09-1964
49	Noel Ayuma Sande		Unmarried Child	Master	Apollo	Jaako Lusi	13-12-1962
50	Noel Ayuma Sande		Unmarried Child	Miss	MaryClair	Atieno	26-11-2000
51	Vitalis Chelimo	M+3	Member	Mr	Vitalis	Chelimo	03-05-1972
52	Vitalis Chelimo		Spouse	Mrs	Marietta	A. Muthoka	10-07-1981
53	Vitalis Chelimo		Unmarried Child	Miss	Gloria	Jeruto	02-02-2007
54	Vitalis Chelimo		Unmarried Child	Miss	Ivy	C. Chelimo	10-12-2000
55	Paul A. Oluoch	M+5	Member	Mr	Paul	A. Oluoch	05-03-1969
56	Paul A. Oluoch		Spouse	Mrs	Pamela	Atieno Oloo	08-07-1966
57	Paul A. Oluoch		Unmarried Child	Master	David	Onyango	15-08-2008
58	Paul A. Oluoch		Unmarried Child	Master	Jerome	Okech Oluoch	18-05-2004

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59	Paul A. Oluoch		Unmarried Child	Miss	Flora	Atieno	09-02-2000
60	Paul A. Oluoch		Unmarried Child	Miss	Marsha	Henry Otieno	14-12-2006
61	Leah A. Oduor	M+5	Member	Ms	Leah	A. Oduor	11-03-1974
62	Leah A. Oduor		Spouse	Mr	John	Otieno Olwenyi	01-01-1980
63	Leah A. Oduor		Unmarried Child	Master	Waalace	Oduor	19-06-2004
64	Leah A. Oduor		Unmarried Child	Miss	Angella	Taabu	01-08-2002
65	Leah A. Oduor		Unmarried Child	Miss	Purity	Beth Auma	28-01-2000
66	Leah A. Oduor		Unmarried Child	Miss	Suzzianne	Romello	02-07-2009
67	Grace Lulu Minae	M+2	Member	Ms	Grace	Lulu Minae	04-04-1976
68	Grace Lulu Minae		Unmarried Child	Miss	Matthew	Muriu Jaba Lulu	26-02-2013
69	Grace Lulu Minae		Unmarried Child	Miss	Mercy	Mware Jata Lulu	11-05-2010
70	Rose Akoth Ayiecho	M+1	Member	Ms	Rose	Akoth Ayiecho	23-02-1970
71	Rose Akoth Ayiecho		Spouse	Mr	Denis	Ochieng' Asembo	18-12-1963
72	Ernest K. Langat	M+4	Member	Mr	Ernest	K. Langat	10-12-1979
73	Ernest K. Langat		Spouse	Mrs	Francisca	C. Langat	03-02-1989
74	Ernest K. Langat		Unmarried Child	Master	Ian	Kipyegon	15-08-2014
75	Ernest K. Langat		Unmarried Child	Miss	Eucabeth	Cherono	08-06-2011
76	Ernest K. Langat		Unmarried Child	Miss	Lydia	Chelang'at	14-07-2007
77	James O. Oware	M+2	Member	Mr	James	O. Oware	07-09-1980
78	James O. Oware		Spouse	Mrs	Merceline	Auma Otieno	30-03-1980
79	James O. Oware		Unmarried Child	Master	Liam	Nollan Siji	29-01-2018
80	Denish Okoth Ogal	M+3	Member	Mr	Denish	Okoth Ogal	01-01-1978
81	Denish Okoth Ogal		Spouse	Mrs	Mouline	Otieno	25-12-1978
82	Denish Okoth Ogal		Unmarried Child	Master	Keith	Omondi	19-02-2009
83	Denish Okoth Ogal		Unmarried Child	Master	Ken	Ochieng'	22-05-2000
84	Carolyn Ambogo Wanyama	M+2	Member	Ms	Carolyn	Ambogo Wanyama	29-06-1976
85	Carolyn Ambogo Wanyama		Unmarried Child	Miss	Abbygael	J.K. Wanjiru	18-05-2012
86	Carolyn Ambogo Wanyama		Unmarried Child	Miss	Naomi	M. Akaranga	27-12-2001
87	Jacqueline N. Sululu	M+4	Member	Ms	Jacqueline	N. Sululu	15-01-1972
88	Jacqueline N. Sululu		Spouse	Mr	Bulinya	Sifuna Roy	15-08-1961
89	Jacqueline N. Sululu		Unmarried Child	Master	Michel	Bosibori	12-10-2006
90	Jacqueline N. Sululu		Unmarried Child	Master	Stephen	Masinde	23-07-2013
91	Jacqueline N. Sululu		Unmarried Child	Miss	Christian	S. Bulinya	27-02-2011
92	Robert Zakayo Andika	M+4	Member	Mr	Robert	Zakayo Andika	01-01-1966
93	Robert Zakayo Andika		Spouse	Mrs	Elina	Imbila Andika	07-04-1974
94	Robert Zakayo Andika		Unmarried Child	Master	Harison	M. Andika	28-12-1998
95	Robert Zakayo Andika		Unmarried Child	Master	Ronald	Andika	01-12-2004
96	Robert Zakayo Andika		Unmarried Child	Master	Wellington	O. Andika	30-06-2002
97	Judy Chepkorir Koech	M+4	Member	Ms	Judy	Chepkorir Koech	01-08-1982
98	Judy Chepkorir Koech		Spouse	Mr	Silas	Otieno	01-08-1958
99	Judy Chepkorir Koech		Unmarried Child	Master	Kevin	Kipchumba	13-07-2003
100	Judy Chepkorir Koech		Unmarried Child	Miss	Faith	Nicole A. Otieno	28-03-2011
101	Judy Chepkorir Koech		Unmarried Child	Miss	Margaret	N. A. Otieno	30-11-2013
102	Mark C.O. Onyango	M+2	Member	Mr	Mark	C.O. Onyango	14-05-1979
103	Mark C.O. Onyango		Spouse	Mrs	Jacqueline	Vinaywa Sagala	14-08-1979
104	Mark C.O. Onyango		Unmarried Child	Master	Kyle	O. Ochieng	16-12-2007
105	Jecinta Okongo	M+3	Member	Ms	Jecinta	Okongo	02-05-1976
106	Jecinta Okongo		Spouse	Mr	Michael	Odhiambo Ongiso	07-10-1973
107	Jecinta Okongo		Unmarried Child	Miss	Annette	Atieno	29-10-2004
108	Jecinta Okongo		Unmarried Child	Miss	Beryl	Atieno	20-12-1998
109	Elvis Oloo Odongo	M+2	Member	Mr	Elvis	Oloo Odongo	28-10-1977
110	Elvis Oloo Odongo		Spouse	Mrs	Hellen	Awuor	31-03-1986
111	Elvis Oloo Odongo		Unmarried Child	Miss	Josphine	I. Odongo	13-06-2012
112	Peterson K. Nyangate	M+5	Member	Mr	Peterson	K. Nyangate	01-01-1976
113	Peterson K. Nyangate		Spouse	Mrs	Beatrice	K. Okoyo	01-01-1977
114	Peterson K. Nyangate		Unmarried Child	Master	Andy	Carroll Okoyo	05-02-2016
115	Peterson K. Nyangate		Unmarried Child	Master	Jeyden	Kerry Nyabuto	05-02-2016
116	Peterson K. Nyangate		Unmarried Child	Miss	Harriet	Kerubo	27-01-2004
117	Peterson K. Nyangate		Unmarried Child	Miss	Judith	Nyambeki	10-12-2007

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118	George H. Okwama	M+5	Member	Mr	George	H. Okwama	27-09-1966
119	George H. Okwama		Spouse	Mrs	Joyce	N. Hosea	05-08-1974
120	George H. Okwama		Unmarried Child	Master	Gad	Imbo Hosea	04-09-2004
121	George H. Okwama		Unmarried Child	Master	Nashon	O. Hosea	14-09-1998
122	George H. Okwama		Unmarried Child	Miss	Faith	Akinyi Hosea	16-10-1999
123	George H. Okwama		Unmarried Child	Miss	Joy	Achieng Hosea	10-12-2010
124	Stanley M. Luvandale	M+3	Member	Mr	Stanley	M. Luvandale	19-06-1982
125	Stanley M. Luvandale		Spouse	Mrs	Kweya	Ruth Oneya	03-03-1990
126	Stanley M. Luvandale		Unmarried Child	Master	Shawn	Kareem Luvandale	17-07-2018
127	Stanley M. Luvandale		Unmarried Child	Miss	Shantel	Kageha	12-12-2013
128	Kennedy Otieno Awange	M+3	Member	Mr	Kennedy	Otieno Awange	30-01-1982
129	Kennedy Otieno Awange		Spouse	Mrs	Rosemary	Auma Orero	20-02-1989
130	Kennedy Otieno Awange		Unmarried Child	Miss	Gift	Marsha Otieno	14-08-2013
131	Kennedy Otieno Awange		Unmarried Child	Miss	Pheobe	Debra Otieno	25-05-2017
132	Richard Ouma Ogwang	M+5	Member	Mr	Richard	Ouma Ogwang	18-05-1978
133	Richard Ouma Ogwang		Spouse	Mrs	Hallorine	A. Otieno	21-03-1984
134	Richard Ouma Ogwang		Unmarried Child	Master	Fred	Williams Ouma	17-01-2008
135	Richard Ouma Ogwang		Unmarried Child	Miss	Maria	Linet Ouma	04-02-2020
136	Richard Ouma Ogwang		Unmarried Child	Miss	Melisa	J. Jumah	15-11-2010
137	Richard Ouma Ogwang		Unmarried Child	Miss	Shanell	Mellia Ouma	24-07-2017
138	Margaret Nekesa Mubweka	M+3	Member	Ms	Margaret	Nekesa Mubweka	24-08-1976
139	Margaret Nekesa Mubweka		Spouse	Mr	Daniel	M. Ochenja	14-06-1964
140	Margaret Nekesa Mubweka		Unmarried Child	Miss	Gift	Ochenja Mudanyi	20-04-2009
141	Margaret Nekesa Mubweka		Unmarried Child	Miss	Mary	Nafula Ochenja	31-07-2002
142	James Kipruto Kili	M+4	Member	Mr	James	Kipruto Kili	28-12-1979
143	James Kipruto Kili		Spouse	Mrs	Susan	Jepkoech	16-10-1980
144	James Kipruto Kili		Unmarried Child	Miss	Jephtah	Tigoi	24-11-2010
145	James Kipruto Kili		Unmarried Child	Miss	Jether	Ruto	03-05-2012
146	James Kipruto Kili		Unmarried Child	Miss	Simrith	Jeptoo	25-12-2007
147	Duncan Ochieng Opetu	M+4	Member	Mr	Duncan	Ochieng Opetu	28-11-1972
148	Duncan Ochieng Opetu		Spouse	Mrs	Lucy	Mutinda Mwathi	02-07-1975
149	Duncan Ochieng Opetu		Unmarried Child	Master	Mark	Elly Opetu	09-08-1998
150	Duncan Ochieng Opetu		Unmarried Child	Master	Ryan	Omondi Opetu	01-09-2002
151	Duncan Ochieng Opetu		Unmarried Child	Miss	Faith	Kanini Opetu	01-01-2008
152	Isaac Karani Walela	M+2	Member	Mr	Isaac	Karani Walela	12-02-1985
153	Isaac Karani Walela		Spouse	Mrs	Velma	Naliaka Loteni	19-10-2000
154	Isaac Karani Walela		Unmarried Child	Master	Jean	Peters Karani	02-03-2020
155	Fredrick Otieno Opeyo	M+5	Member	Mr	Fredrick	Otieno Opeyo	30-11-1985
156	Fredrick Otieno Opeyo		Spouse	Mrs	Marseline	Atieno Ochido	27-06-1986
157	Fredrick Otieno Opeyo		Unmarried Child	Master	Brilliant	A. Otieno	16-01-2012
158	Fredrick Otieno Opeyo		Unmarried Child	Master	Israel	Kerssey Otieno	04-04-2019
159	Fredrick Otieno Opeyo		Unmarried Child	Master	Louis	Otieno Otieno	23-09-2015
160	Fredrick Otieno Opeyo		Unmarried Child	Master	Maxin	A. Otieno	29-09-2007
161	Hellen Onyancha	M+3	Member	Ms	Hellen	Onyancha	19-01-1980
162	Hellen Onyancha		Spouse	Mr	Silas	O. Otieno	17-02-1978
163	Hellen Onyancha		Unmarried Child	Master	Nicholas	O. Otieno	13-03-2007
164	Hellen Onyancha		Unmarried Child	Master	Ryan	Nathan Otieno	22-10-2012
165	Reuben Kiptum Mutai	M+5	Member	Mr	Reuben	Kiptum Mutai	15-02-1983
166	Reuben Kiptum Mutai		Spouse	Mrs	Rael	Jabet	10-11-1989
167	Reuben Kiptum Mutai		Unmarried Child	Master	Branton	Kipkemboi Tum	15-11-2016
168	Reuben Kiptum Mutai		Unmarried Child	Master	Bravin	Kiplagat Tum	15-11-2016
169	Reuben Kiptum Mutai		Unmarried Child	Miss	Beauty	Jeruto	27-07-2014
170	Reuben Kiptum Mutai		Unmarried Child	Miss	Betty	Jepkosgei	24-08-2011
171	Martha T. Semo	M+5	Member	Ms	Martha	T. Semo	22-04-1972
172	Martha T. Semo		Spouse	Mr	Dickson	Amunga	16-12-1968
173	Martha T. Semo		Unmarried Child	Master	Derick	Sande	15-12-2003
174	Martha T. Semo		Unmarried Child	Master	James	Musumba	19-08-1998
175	Martha T. Semo		Unmarried Child	Master	William	Andabwa	09-03-2011
176	Martha T. Semo		Unmarried Child	Miss	Lydia	Anyanzwa	18-04-2000

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177	Samuel Kamua Muthui	M+3	Member	Mr	Samuel	Kamua Muthui	27-09-1976
178	Samuel Kamua Muthui		Spouse	Mrs	Beatrice	W. Kahara	12-11-1980
179	Samuel Kamua Muthui		Unmarried Child	Master	Peter	M. Kamau	18-03-2003
180	Samuel Kamua Muthui		Unmarried Child	Miss	Joy	Wangui Kamau	17-09-2011
181	Washington O. Lusi	M+5	Member	Mr	Washington	O. Lusi	01-01-1976
182	Washington O. Lusi		Spouse	Mrs	Ruth	A. Odhiambo	01-01-1982
183	Washington O. Lusi		Unmarried Child	Master	Moses	Oduor	02-05-2016
184	Washington O. Lusi		Unmarried Child	Miss	Elsa	Atieno	23-12-2003
185	Washington O. Lusi		Unmarried Child	Miss	Lucy	Akoth	01-01-2002
186	Washington O. Lusi		Unmarried Child	Miss	Norah	Aketch	08-08-1999
187	Bonface N. Muyembe	M+5	Member	Mr	Bonface	N. Muyembe	30-01-1970
188	Bonface N. Muyembe		Spouse	Mrs	Charity	W. Kabutu	27-02-1974
189	Bonface N. Muyembe		Unmarried Child	Miss	ABIGAEL	CHEPCHUMBA	11-09-2013
190	Bonface N. Muyembe		Unmarried Child	Miss	Angeline	Muyembe	10-10-1999
191	Bonface N. Muyembe		Unmarried Child	Miss	Deborah	Mmbali	05-06-2005
192	Bonface N. Muyembe		Unmarried Child	Miss	LYNN	CHEPTOO	26-10-2017
193	Shem Nyanamba Nyakundi	M+3	Member	Mr	Shem	Nyanamba Nyakundi	07-01-1985
194	Shem Nyanamba Nyakundi		Spouse	Mrs	Peres	Achieng Otieno	24-08-1991
195	Shem Nyanamba Nyakundi		Unmarried Child	Miss	Bernice	Bwari Nyakundi	19-07-2017
196	Shem Nyanamba Nyakundi		Unmarried Child	Miss	Favour	Nyaituga Nyakundi	27-10-2019
197	Stephen Owala Ogonyo	M+3	Member	Mr	Stephen	Owala Ogonyo	23-11-1985
198	Stephen Owala Ogonyo		Spouse	Mrs	Dorcas	Mbula Kiio	04-10-1990
199	Stephen Owala Ogonyo		Unmarried Child	Miss	Sarah	Divine Owala	26-10-2020
200	Stephen Owala Ogonyo		Unmarried Child	Miss	Stephania	Adasa	24-05-2016
201	Stanslaus Magame Osundwa	M+3	Member	Mr	Stanslaus	Magame Osundwa	29-09-1986
202	Stanslaus Magame Osundwa		Spouse	Mrs	Linet	Maina Magame	11-03-1988
203	Stanslaus Magame Osundwa		Unmarried Child	Miss	Hope	Jill Amakobe	18-11-2021
204	Stanslaus Magame Osundwa		Unmarried Child	Miss	Joy	Kanaga Magame	09-02-2015
205	Monica Jebiwott Kiprais	M	Member	Ms	Monica	Jebiwott Kiprais	27-08-1990
206	Pascal Cheng'oli Poipoi	M+5	Member	Mr	Pascal	Cheng'oli Poipoi	26-03-1976
207	Pascal Cheng'oli Poipoi		Spouse	Mrs	Faridah	Nekesa Cheng'oli	26-04-1980
208	Pascal Cheng'oli Poipoi		Unmarried Child	Master	Paul	Khaemba	28-09-2001
209	Pascal Cheng'oli Poipoi		Unmarried Child	Master	Sammy	Nyukuri	19-10-2012
210	Pascal Cheng'oli Poipoi		Unmarried Child	Miss	Loice	Naliaka	23-06-2016
211	Pascal Cheng'oli Poipoi		Unmarried Child	Miss	Stacy	Cheng'oli	09-04-2002
212	Simon Mwangi Ndururi	M+4	Member	Mr	Simon	Mwangi Ndururi	10-09-1975
213	Simon Mwangi Ndururi		Spouse	Mrs	Esther	Wanjiru Kuria	01-02-1980
214	Simon Mwangi Ndururi		Unmarried Child	Master	Charles	Ndururi Mwangi	07-04-2008
215	Simon Mwangi Ndururi		Unmarried Child	Miss	Agnes	Waithera Mwangi	06-03-2004
216	Simon Mwangi Ndururi		Unmarried Child	Miss	Maryphilips	Zawadi Mwangi	05-04-2017
217	Stephen Wasike Opuo	M+5	Member	Mr	Stephen	Wasike Opuo	01-01-1972
218	Stephen Wasike Opuo		Spouse	Mrs	Lucy	Khasoa Opuo	01-01-1985
219	Stephen Wasike Opuo		Unmarried Child	Master	Allan	Ian Wanja	03-05-2008
220	Stephen Wasike Opuo		Unmarried Child	Master	Elvis	Wanjala Opuo	12-01-2002
221	Stephen Wasike Opuo		Unmarried Child	Master	Isaac	Wasike Opuo	21-11-2015
222	Stephen Wasike Opuo		Unmarried Child	Miss	Petronilla	Nafuna Opuoro	26-09-2003
223	Emmanuel Kipkirui Mutai	M+4	Member	Mr	Emmanuel	Kipkirui Mutai	22-12-1980
224	Emmanuel Kipkirui Mutai		Spouse	Mrs	Eddy	Jeptoo Chepkwony	07-08-1984
225	Emmanuel Kipkirui Mutai		Unmarried Child	Master	Derick	Kipruto Kirui	01-12-2009
226	Emmanuel Kipkirui Mutai		Unmarried Child	Miss	Happy	Daima Mutai	17-11-2006
227	Emmanuel Kipkirui Mutai		Unmarried Child	Miss	Hope	Almasi Mutai	01-02-2018
228	Godfrey Naaman Oyoola	M+3	Member	Mr	Godfrey	Naaman Oyoola	25-07-1975
229	Godfrey Naaman Oyoola		Spouse	Mrs	Hopeline	Diana Juma	12-09-1984
230	Godfrey Naaman Oyoola		Unmarried Child	Master	Lenny	De George	04-09-2005
231	Godfrey Naaman Oyoola		Unmarried Child	Miss	Peace	Miriam	08-09-2009
232	Philip Ochieng Hongo	M+4	Member	Mr	Philip	Ochieng Hongo	19-11-1979
233	Philip Ochieng Hongo		Spouse	Mrs	Rose	Atieno Ougo	17-01-1981
234	Philip Ochieng Hongo		Unmarried Child	Master	Brian	Kelly Ochieng	25-03-2003
235	Philip Ochieng Hongo		Unmarried Child	Miss	Terry	Peres Auma	02-01-2007

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236	Philip Ochieng Hongo		Unmarried Child	Miss	Yvonne	Hanna Thure	03-07-2016
237	Hillary Kirior	M+2	Member	Mr	Hillary	Kirior	08-08-1982
238	Hillary Kirior		Spouse	Mrs	Viola	Chemutai	20-02-1983
239	Hillary Kirior		Unmarried Child	Master	Desmond	Kiprop	30-08-2003
240	Silas Achando Ouma	M+3	Member	Mr	Silas	Achando Ouma	08-05-1985
241	Silas Achando Ouma		Spouse	Mrs	Effy	Bisonge	06-01-1989
242	Silas Achando Ouma		Unmarried Child	Master	Emmanuel	Einstein Achando	26-04-2018
243	Silas Achando Ouma		Unmarried Child	Master	Jerome	Bisonga Achando	25-08-2012
244	Michael Ochieng Omollo	M+2	Member	Mr	Michael	Ochieng Omollo	18-12-1986
245	Michael Ochieng Omollo		Spouse	Mrs	Lilian	Atieno Ochieng	02-10-1994
246	Michael Ochieng Omollo		Unmarried Child	Miss	Amelia	Adley Ochieng	06-02-2021
247	Sinei Kipkoech Erick	M	Member	Mr	Sinei	Kipkoech Erick	08-05-1990
248	Evans Saisi Ichaminya	M+4	Member	Mr	Evans	Saisi Ichaminya	06-06-1985
249	Evans Saisi Ichaminya		Spouse	Mrs	Sarah	Imali Oduor	12-01-1991
250	Evans Saisi Ichaminya		Unmarried Child	Master	Aiden	Avaye Saisi	16-01-2019
251	Evans Saisi Ichaminya		Unmarried Child	Miss	Joy	Michele	13-11-2015
252	Evans Saisi Ichaminya		Unmarried Child	Miss	Lyla Luhunga	Saisi	25-07-2022
253	Bonface Opili Ekutu Echosit	M+1	Member	Mr	Bonface	Opili Ekutu Echosit	17-08-1990
254	Bonface Opili Ekutu Echosit		Spouse	Mrs	Elmelda	Kwambita Nyakundi	02-05-1995
255	Denis Kirima Ongaki	M+2	Member	Mr	Denis	Kirima Ongaki	08-08-1992
256	Denis Kirima Ongaki		Spouse	Mrs	Everline	Moraa Nyamamba	07-04-1994
257	Denis Kirima Ongaki		Unmarried Child	Miss	Patience	Tylar Kemunto Kirima	25-05-2019
258	Sheilah Gunyanyi Musera	M+4	Member	Ms	Sheilah	Gunyanyi Musera	17-08-1985
259	Sheilah Gunyanyi Musera		Spouse	Mr	Evans	Ayodo Ochieng	17-07-1986
260	Sheilah Gunyanyi Musera		Unmarried Child	Miss	Ashley	Auril Ayodo	17-06-2013
261	Sheilah Gunyanyi Musera		Unmarried Child	Miss	Martha	Ayodo	15-05-2021
262	Sheilah Gunyanyi Musera		Unmarried Child	Miss	Treacey	Benta Amaita	21-06-2005
263	Barnabas Kibet Kibor	M+5	Member	Mr	Barnabas	Kibet Kibor	21-12-1977
264	Barnabas Kibet Kibor		Spouse	Mrs	Gladys	Jelagat	01-01-1980
265	Barnabas Kibet Kibor		Unmarried Child	Master	Bravin	Kipchumba	04-07-2015
266	Barnabas Kibet Kibor		Unmarried Child	Master	Brian	Kimutai	23-02-2005
267	Barnabas Kibet Kibor		Unmarried Child	Miss	Felis	Jepleting	22-02-2018
268	Barnabas Kibet Kibor		Unmarried Child	Miss	Fridah	Jepkirui	13-11-2006
269	Sally Manuela Ouma	M	Member	Ms	Sally	Manuela Ouma	29-11-1986
270	Beryl Awuor Owiti	M+4	Member	Mrs	Beryl Awuor	Owiti	20-09-1979
271	Beryl Awuor Owiti		Spouse	Mr	Peter Oshiambo	Ondu	26-06-1978
272	Beryl Awuor Owiti		Unmarried Child	Master	Gilbert Chris	Omondi	04-12-2014
273	Beryl Awuor Owiti		Unmarried Child	Master	Joseph Paul	Onyango	01-03-2017
274	Beryl Awuor Owiti		Unmarried Child	Miss	Josphine Mercy	Akinyi	25-10-2007
275	Clement Argwins Oduor	M+5	Member	Mr	Clement Argwins	Oduor	23-10-1969
276	Clement Argwins Oduor		Spouse	Mrs	Patricia Adhiambo	Oyugi	20-10-1979
277	Clement Argwins Oduor		Unmarried Child	Master	Frankiline	Otieno	15-10-2006
278	Clement Argwins Oduor		Unmarried Child	Master	Ryan	Omondi	18-02-2020
279	Clement Argwins Oduor		Unmarried Child	Miss	Christine	Akoth	10-10-2013
280	Clement Argwins Oduor		Unmarried Child	Miss	Jill Jackline	Atieno	29-06-2016
281	Silas Kisiero Kecha	M+4	Member	Mr	Silas Kisiero	Kecha	17-07-1980
282	Silas Kisiero Kecha		Spouse	Mrs	Nancy	Nekesa	27-12-1986
283	Silas Kisiero Kecha		Unmarried Child	Master	Victor Kwemoi	Kisiero	24-04-2008
284	Silas Kisiero Kecha		Unmarried Child	Miss	Blessed Chepeek	Kisiero	25-07-2009
285	Silas Kisiero Kecha		Unmarried Child	Miss	Ruth Yego	Kisiero	01-07-2012
286	Patrice Obute Awelo	M	Member	Ms	Patrice Obute	Awelo	25-12-1993
287	AlphonseOmete Onsune	M+2	Member	Mr	AlphonseOmete	Onsune	01-06-1993
288	AlphonseOmete Onsune		Spouse	Mrs	Emmaculate Mumbua	Kyalo	13-06-1997
289	AlphonseOmete Onsune		Unmarried Child	Miss	Audrey Tiana	Onsune	28-01-2018
290	Violet Ijai	M+1	Member	Ms	Violet	Ijai	19-05-1974
291	Violet Ijai		Unmarried Child	Master	Jacob	Etavaki	15-05-2004

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S/N	PARENT NAME	FAMILY SIZE	RELATIONSHIP	TITLE	FORENAME	SURNAME	DOB
1	Ochieng` Fredrick Oduol	M	Member	Mr	Ochieng` Fredrick	Oduol	01-01-1990
2	Amugune Kennedy Elavatsa	M	Member	Mr	Amugune Kennedy	Elavatsa	01-01-1970
3	Onyango Walter Ondiwa	M	Member	Mr	Onyango Walter	Ondiwa	27-07-1975
4	Maina Philemon Wainaina	M	Member	Mr	Maina Philemon	Wainaina	02-01-1958
5	Mwandawiro Margaret Wambugha	M	Member	Mr	Mwandawiro Margaret	Wambugha	21-06-1978
6	Opondo Joseph Ochieng`	M	Member	Mr	Opondo Joseph	Ochieng`	05-05-1974
7	Odero Charles Owino	M	Member	Mr	Odero Charles	Owino	21-06-1982
8	Otiu Isaya Odiwuor	M	Member	Mr	Otiu Isaya	Odiwuor	11-04-1984
9	Anduru James Okungu	M	Member	Mr	Anduru James	Okungu	01-08-1985
10	Ojany Samuel Juma	M	Member	Mr	Ojany Samuel	Juma	12-03-1990
11	Ayany Benard Okeyo	M	Member	Mr	Ayany Benard	Okeyo	13-09-1972
12	Wasonga Dennis	M	Member	Mr	Wasonga	Dennis	20-08-1976
13	Okere John Omolo	M	Member	Mr	Okere John	Omolo	23-02-1976
14	Mola William Ochieng	M	Member	Mr	Mola William	Ochieng	30-06-1983
15	Owino Ernest Odhiambo	M	Member	Mr	Owino Ernest	Odhiambo	10-11-1985
16	Nguri James Macharia	M	Member	Mr	Nguri James	Macharia	15-03-1986
17	Kitonyi Musyoka	M	Member	Mr	Kitonyi	Musyoka	11-02-1987
18	Omena Michael Ouma	M	Member	Mr	Omena Michael	Ouma	09-05-1984
19	Kungu Hezekia Elkana	M	Member	Mr	Kungu Hezekia	Elkana	28-06-1987
20	Nguma Safari Charo	M	Member	Mr	Nguma Safari	Charo	27-02-1988
21	Nyakira James Otieno	M	Member	Mr	Nyakira James	Otieno	23-03-1987
22	Ayombe Thomas Odoyo	M	Member	Mr	Ayombe Thomas	Odoyo	22-06-1982
23	Ongaro Peter Agwenge	M	Member	Mr	Ongaro Peter	Agwenge	16-05-1986
24	Miya Charles Otieno	M	Member	Mr	Miya Charles	Otieno	08-01-1989
25	Bii Peter Kipkirui	M	Member	Mr	Bii Peter	Kipkirui	14-10-1989
26	Wambua Peter Muoki	M	Member	Mr	Wambua Peter	Muoki	23-12-1989
27	Ontinta Robert Makori	M	Member	Mr	Ontinta Robert	Makori	23-04-1984
28	OmorO Ochieng` Collins	M	Member	Mr	OmorO Ochieng`	Collins	04-04-1968
29	Makokha Andrew Kusimba	M	Member	Mr	Makokha Andrew	Kusimba	01-08-1990
30	Nyamwanda Thomas Odhiambo	M	Member	Mr	Nyamwanda Thomas	Odhiambo	20-07-1993
31	Oketch Anthony Wariadho	M	Member	Mr	Oketch Anthony	Wariadho	24-10-1988
32	Obwogi George	M	Member	Mr	Obwogi	George	17-01-1979
33	Kuremu Cyrus Bukosi	M	Member	Mr	Kuremu Cyrus	Bukosi	22-05-1980
34	Wandera Jackson Oduory	M	Member	Mr	Wandera Jackson	Oduory	31-12-1959
35	Onditi Enock Otieno	M	Member	Mr	Onditi Enock	Otieno	15-08-1983
36	Juma Nicholas Odhiambo	M	Member	Mr	Juma Nicholas	Odhiambo	21-06-1974
37	Akunda Elijah	M	Member	Mr	Akunda	Elijah	02-09-1978
38	Ogongo Francis Otieno	M	Member	Mr	Ogongo Francis	Otieno	23-06-1977
39	Torus Sammy Kipkemoi	M	Member	Mr	Torus Sammy	Kipkemoi	01-01-1970
40	Ondari Alfred Okero	M	Member	Mr	Ondari Alfred	Okero	01-01-1977
41	Ogelenge Alex Osiba	M	Member	Mr	Ogelenge Alex	Osiba	01-01-1961
42	Odhiambo Daniel	M	Member	Mr	Odhiambo	Daniel	15-04-1979
43	Manyasi Nicodemus Wesonga	M	Member	Mr	Manyasi Nicodemus	Wesonga	01-06-1965
44	Mzera Henry Mwawuda	M	Member	Mr	Mzera Henry	Mwawuda	22-11-1976
45	Lagat Eliud	M	Member	Mr	Lagat	Eliud	01-01-1975
46	Opuru Moses Etiang`	M	Member	Mr	Opuru Moses	Etiang`	01-01-1975
47	Onyang` Philip Ogutu	M	Member	Mr	Onyang` Philip	Ogutu	01-01-1975
48	Okoth Mishael Kennedy	M	Member	Mr	Okoth Mishael	Kennedy	29-01-1974
49	Aloo Jerald Otieno	M	Member	Mr	Aloo Jerald	Otieno	22-06-1982
50	Miduma Kenneth Odero	M	Member	Mr	Miduma Kenneth	Odero	01-01-1958
51	Owuor Charles Odondi	M	Member	Mr	Owuor Charles	Odondi	15-02-1985
52	Obuya Henry Oduor	M	Member	Mr	Obuya Henry	Oduor	16-05-1966
53	Owino John Juma	M	Member	Mr	Owino John	Juma	11-12-1982
54	Angong`a Patrick Otieno	M	Member	Mr	Angong`a Patrick	Otieno	24-04-1992

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55	Nyando Joab Owiti	M	Member	Mr	Nyando Joab	Owiti	01-01-1991
56	Mutangili Morrice Kanyakwa	M	Member	Mr	Mutangili Morrice	Kanyakwa	05-03-1992
57	Ngoje Bonface Ochanda	M	Member	Mr	Ngoje Bonface	Ochanda	05-03-1992
58	Kioli Patrick Muindi	M	Member	Mr	Kioli Patrick	Muindi	02-10-1986
59	Odhiambo Samuel Onyango	M	Member	Mr	Odhiambo Samuel	Onyango	11-05-1989
60	Nyambere Erick Onyango	M	Member	Mr	Nyambere Erick	Onyango	01-01-1987
61	Ouma Gaylord Ochieng`	M	Member	Mr	Ouma Gaylord	Ochieng`	13-01-1968
62	Awuonda Silas Odhigo	M	Member	Mr	Awuonda Silas	Odhigo	29-01-1973
63	Mekubo Ezekiel Nyakwama	M	Member	Mr	Mekubo Ezekiel	Nyakwama	26-04-1983
64	Odero Julius Othuon	M	Member	Mr	Odero Julius	Othuon	25-07-1982
65	Yogo Beatrice Aoko	M	Member	Mr	Yogo Beatrice	Aoko	04-03-1987
66	Kijana Bernard Onyango	M	Member	Mr	Kijana Bernard	Onyango	22-01-1989
67	Ogonji George Owuor	M	Member	Mr	Ogonji George	Owuor	12-04-1983
68	Terer John Kipkoech	M	Member	Mr	Terer John	Kipkoech	01-01-1970
69	Saka Daniel Onyango	M	Member	Mr	Saka Daniel	Onyango	23-02-1979
70	Ahori Shadrack Dodo	M	Member	Mr	Ahori Shadrack	Dodo	01-01-1972
71	Osiba Yohana Otubongor	M	Member	Mr	Osiba Yohana	Otubongor	20-07-1972
72	Cheruiyot Carolyne Chepkoech	M	Member	Mr	Cheruiyot Carolyne	Chepkoech	02-02-1965
73	Owino Erick Anyango	M	Member	Mr	Owino Erick	Anyango	10-05-1983
74	Oyeng` George Odhiambo	M	Member	Mr	Oyeng` George	Odhiambo	08-12-1965
75	Oketi Pauline Maero	M	Member	Mr	Oketi Pauline	Maero	01-01-1975
76	Mutua Paul Ngunga	M	Member	Mr	Mutua Paul	Ngunga	01-01-1975
77	Munywoki Alfred Yata	M	Member	Mr	Munywoki Alfred	Yata	01-01-1975
78	Onyango Millicent Achieng`	M	Member	Mr	Onyango Millicent	Achieng`	03-09-1970
79	Kolumn Cosmas Kipkoge	M	Member	Mr	Kolumn Cosmas	Kipkoge	26-12-1979
80	Onyino Joseph Ogelo	M	Member	Mr	Onyino Joseph	Ogelo	18-09-1973
81	Akello Milka Atogo	M	Member	Mr	Akello Milka	Atogo	20-11-1979
82	Kemboi Peter Kimutai	M	Member	Mr	Kemboi Peter	Kimutai	12-09-1987
83	Maiyo Kiplagat Edwin	M	Member	Mr	Maiyo Kiplagat	Edwin	12-09-1981
84	Odago Kennedy Okoth	M	Member	Mr	Odago Kennedy	Okoth	04-11-1986
85	Kimenye Sammy Mutua	M	Member	Mr	Kimenye Sammy	Mutua	22-01-1977
86	Kisengu Norbert Awuor	M	Member	Mr	Kisengu Norbert	Awuor	07-12-1967
87	Ochaka Samson Amuoro	M	Member	Mr	Ochaka Samson	Amuoro	01-10-1975
88	Opondo Harriet Akinyi	M	Member	Mr	Opondo Harriet	Akinyi	16-10-1968
89	Wanjala Linet Nerima	M	Member	Mr	Wanjala Linet	Nerima	16-06-1984
90	Ojuondo Steven Odhiambo	M	Member	Mr	Ojuondo Steven	Odhiambo	29-10-1984
91	Oporu Michael Imunyo	M	Member	Mr	Oporu Michael	Imunyo	01-01-1980
92	Kiprotich Emily	M	Member	Mr	Kiprotich	Emily	18-06-1974
93	Osano Bonface Odhiambo	M	Member	Mr	Osano Bonface	Odhiambo	18-05-1971
94	Adem Frederick Owuor	M	Member	Mr	Adem Frederick	Owuor	17-05-1990
95	Otieno Dickson Abwao	M	Member	Mr	Otieno Dickson	Abwao	02-11-1983
96	Mwanzi Keneth Egosangwa	M	Member	Mr	Mwanzi Keneth	Egosangwa	12-05-1988
97	Oware Maurice Ouma	M	Member	Mr	Oware Maurice	Ouma	02-07-1992
98	Langat Nelson Towett	M	Member	Mr	Langat Nelson	Towett	11-01-1970
99	Kidera Erick Omondi	M	Member	Mr	Kidera Erick	Omondi	04-06-1980
100	Osire Willis Odhiambo	M	Member	Mr	Osire Willis	Odhiambo	16-01-1974
101	Mwambi Domiciano Monange	M	Member	Mr	Mwambi Domiciano	Monange	04-06-1983
102	Menya Duncan Omondi	M	Member	Mr	Menya Duncan	Omondi	17-04-1974
103	Kosgei Leah Chepchirchir	M	Member	Mrs	Kosgei Leah	Chepchirchir	06-06-1971
104	Odiwuor Ammon Angwang`o	M	Member	Mr	Odiwuor Ammon	Angwang`o	01-01-1973
105	Hellen Chepkorir	M	Member	Mr	Hellen	Chepkorir	03-01-1966
106	Sang Jackson Kiptoo	M	Member	Mr	Sang Jackson	Kiptoo	01-01-1962
107	Shikuku Derick Barasa	M	Member	Mr	Shikuku Derick	Barasa	01-01-1970
108	Alosi Fredrick Otieno	M	Member	Mr	Alosi Fredrick	Otieno	22-03-1974
109	Cornel Auma Owuor	M	Member	Mr	Cornel Auma	Owuor	01-01-1980

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110	David Kipsang Mutai	M	Member	Mr	David Kipsang	Mutai	01-01-1980
111	Fredrick Oduor Onyango	M	Member	Mr	Fredrick Oduor	Onyango	01-01-1980
112	Erick Omondi Otieno	M	Member	Mr	Erick Omondi	Otieno	01-01-1980
113	Alfred Kipngetich Mutai	M	Member	Mr	Alfred Kipngetich	Mutai	01-01-1980
114	Syprose Achieng` Rapando	M	Member	Ms	Syprose Achieng`	Rapando	01-01-1980
115	George Odhiambo Aming	M	Member	Mr	George Odhiambo	Aming	01-01-1980
116	Benard Kibet Rotich	M	Member	Mr	Benard Kibet	Rotich	01-01-1980
117	Vincent Okoth Omware	M	Member	Mr	Vincent Okoth	Omware	01-01-1980
118	Nicholas Onyango Ochele	M	Member	Mr	Nicholas Onyango	Ochele	01-01-1980
119	Tonui Kipngeno Alfred	M	Member	Mr	Tonui Kipngeno	Alfred	01-01-1980
120	Evans Kipkemoi Terer	M	Member	Mr	Evans Kipkemoi	Terer	01-01-1980
121	Felix Odhiambo Were	M	Member	Mr	Felix Odhiambo	Were	01-01-1980
122	Sharon Jepkoech	M	Member	Ms	Sharon	Jepkoech	05-05-1993
123	Beatrice Jepkeboi	M	Member	Ms	Beatrice	Jepkeboi	01-01-1980

**PART III – CONDITIONS OF
CONTRACT AND
CONTRACT FORMS**

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties, e t c

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

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

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

2.3. Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

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

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5. Termination

2.5.1 By the Procuring Entity

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

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

3. Obligations of the Insurance Provider

3.1 General

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

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

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Reporting Obligations

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

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

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

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

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

3.6.2 Correction for Over-payment

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

3.7 Performance Security

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

3.8 Fraud and Corruption

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

4 Insurance Provider's Personnel

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

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

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

6 Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Interest on Delayed Payments

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

7. Quality Control

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

8 Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

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

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

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

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

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

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

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

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

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the

other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is July 1, 2023.
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date: July 1, 2023</p> <p>Completion or Expiry Date: June 30, 2024</p> <p>Duration of the coverage: one year, with provision for renewal for another one year subject to satisfactory performance.</p>
<i>Others</i>	<i>(Specify as appropriate)</i>

APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

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

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

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

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

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment]

To: _____ [insert complete name of Procuring Entity]

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

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

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----% of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent	1. Exercises significant influence or control over the Company body of the Company (tenderer)
	National identity card number or Passport number			Indirectly----% of voting rights		
	Personal Identification		Indirectly----% of shares			

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

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Postal address				or indirectly?:	directly or indirectly?
	Residential address				Direct.....	Direct.....
	Telephone number				Indirect.....	Indirect.....
	Email address					
	Occupation or profession					
3.						
etc.						

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National Identity Card Number or Passport Number, Personal Identification Number, Date of Birth, Residential Address, email address and Telephone Number..*
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

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

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

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

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

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

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

Bidder Official Stamp