



**ATHI WATER SERVICES BOARD**

**TENDER NO. AWSB/HQ/G.INS/02/2017-2018**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF GENERAL INSURANCE  
COVER FOR ATHI WATER SERVICES  
BOARD**

**FOR THE PERIOD 02-12-2017 TO 01-12-2018**

**The Chief Executive Officer  
Athi Water Services Board  
Africa Re-Centre, 3<sup>rd</sup> Floor, Hospital Rd  
P.O. Box 45283-00100 Nairobi, Kenya.  
Tel: +254 20 2724293  
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Email: [info@awsboard.go.ke](mailto:info@awsboard.go.ke)**

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**SECTION I - INVITATION TO TENDER**

**Tuesday, 12<sup>th</sup> September, 2017**

**INVITATION TO TENDER**

**GENERAL INSURANCE COVER FOR ATHI WATER SERVICES BOARD  
FOR THE PERIOD 02-12-2017 TO 01-12-2018**

**TENDER NO. AWSB/HQ/G.INS/02/2017-2018**

Athi Water Services Board (AWSB) invites bids from eligible Insurance brokerage firms for the provision of a General Insurance Cover from 02-12-2017 to 01-12-2018.

Interested eligible firms may obtain further information from and inspect the Tender documents from the Reception at Athi Water Services Board, Africa Re- Centre 3<sup>rd</sup> Floor, Hospital Road **during working hours.**

A complete set of Tender Documents may be obtained by interested firms upon payment of a non - refundable fee of **Kshs. 1,000.00** in cash or bankers cheque. The bidding documents may also be downloaded from AWSB website: [www.awsboard.go.ke](http://www.awsboard.go.ke) for free.

Completed tender documents with original and two copies in separate envelopes duly marked as "**ORIGINAL**" and "**COPY**" in plain sealed envelopes clearly marked:

**"TENDER FOR PROVISION OF GENERAL INSURANCE COVER FOR ATHI WATER SERVICES BOARD FOR THE PERIOD 02-12-2017 TO 01-12-2018"**

**"REF NO:" AWSB/HQ/G.INS/02/2017-2018**

**"DO NOT OPEN BEFORE 29<sup>TH</sup> SEPTEMBER, 2017 AT 12.00 NOON"**

and addressed to:

**The Chief Executive Officer  
Athi Water Services Board  
Africa Re-Centre, 3<sup>rd</sup> Floor, Hospital Rd  
P.O. Box 45283-00100  
Nairobi,  
Kenya.**

should either be deposited in the Tender Box located at the reception of Athi Water Services Board, Africa Re Centre, Hospital Road, 3<sup>rd</sup> Floor or posted to reach him on or before **29<sup>th</sup> September , 2017 at 12.00 noon Kenyan time.**

Tenders will be opened immediately thereafter in the presence of Representatives who choose to attend. **Any tenders received after 12.00 noon will be rejected.**

**CHIEF EXECUTIVE OFFICER**  
**ATHI WATER SERVICES BOARD**

**SECTION II - INSTRUCTION TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8 Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 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 has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
  - (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.



- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Friday, 29<sup>th</sup> September, 2017 at 12.00 Noon.**"
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

(c) 2.1.6.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **29<sup>th</sup> September, 2017 at 12.00 Noon.**

2.1.6.3 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.1.6.4 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

## **2.18. Opening of Tenders**

(d) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 noon on 29<sup>th</sup> September, 2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.2 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22 Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## **2.23 Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

2.2 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.3 Legal capacity to enter into a contract for procurement

2.4 Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

2.5 Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 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 thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next best evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

## Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>INSTRUCTION TO TENDER REFERENCE</b>	<b><i>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</i></b>
2.1	Indicate eligible tenderers: <b>Insurance brokerage firms Licensed by the Insurance Regulatory Authority to transact General Insurance Business</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 1,000 for hard copies. Bidders may also download the tender documents from the AWSB website: <a href="http://www.awsboard.go.ke">www.awsboard.go.ke</a></b>
2.1.1	<p><b>(Mandatory Requirements)</b>  Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:-</b></p> <ol style="list-style-type: none"> <li>1) <b>Must be registered with IRA for the current year and a copy of the current license be submitted.</b></li> <li>2) <b>Must have done annual gross premiums in previous year of Kshs.50 million.</b></li> <li>3) <b>Must have paid up capital of at least Kshs. 150 million.</b></li> <li>4) <b>Must give a list of 5 (five) corporate clients and the total clients premiums for the previous year</b></li> <li>5) <b>Must submit a copy of the audited accounts for the last three (3) years</b></li> <li>6) <b>Must have total number of management staff of at least 10 (No) and submit their CVs</b></li> <li>7) <b>Must submit certified copies of the following documents;</b> <ol style="list-style-type: none"> <li>(a) <b>PIN Certificate</b></li> <li>(b) <b>Tax Compliance Certificate</b></li> <li>(c) <b>Certificate of Registration/Incorporation</b></li> </ol> </li> <li>8) <b>Must be a member of the Association of Kenya Insurance (AKI)</b></li> </ol>
2.12.1	Tender security: Required Amount: Kshs. 200,000.00 or equivalent in a convertible currency
2.12.4	Form of Tender Security. <b>Bank guarantee, cash or bankers cheque. Tender security from insurance companies recognized by PPRA will be accepted.</b>



<b>INSTRUCTION TO TENDER REFERENCE</b>	<b><i>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</i></b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 90 days after date of Tender Opening</b>
2.15.1	<p>The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked</p> <p><b>“TENDER FOR GENERAL INSURANCE COVER FOR ATHI WATER SERVICES BOARD FOR THE PERIOD 02-12-2017 TO 01-12-2018”“REF NO: AWSB/HQ/G.INS/02/2017-2018”</b></p> <p><b>“DO NOT OPEN BEFORE 29<sup>TH</sup> SEPTEMBER, 2017 AT 12.00 NOON”</b></p> <p>name and address of the Firm, and with a warning <b>“DO NOT OPEN UNTIL 29<sup>TH</sup> SEPTEMBER 2017 AT 12.00 NOON.”</b></p>
2.15.2 (b)	Day, date and time of tender closing: <b>Friday, 29<sup>th</sup> September, 2017 at 12.00 noon.</b>
2.16.1	Deadline for submission of Tenders: <b>Friday, 29<sup>th</sup> September, 2017 at 12.00 noon.</b>
2.16.3	<p>Bulky tenders that will not fit in the tender box shall be delivered to:</p> <p>The CEO’s office and will be signed for if required.</p>
2.18.1	Opening of Tenders: <b>Friday, 29<sup>th</sup> September 2017 at 12.00 noon.</b>
2.25	<p>Award of Contract:</p> <p><b>“TENDER FOR GENERAL INSURANCE COVER FOR ATHI WATER SERVICES BOARD FOR THE PERIOD 02-12-2017 TO 01-12-2018” “REF NO:” AWSB/HQ/G.INS/02/2017-2018”</b></p> <p><b>Shall be awarded as a lot/per category.</b></p>
2.29	Particulars of performance security if applicable. <b>Applicable: 10% of the contract price.</b>

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III- GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor. The Procuring entity shall expect the insurance policy documents immediately after the payment.

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.2 Special Conditions of Contract as relates to the General Conditions of Contract

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.6 Performance Security	Applicable: 10% of the total contract sum.
3.7 Delivery of Services	For a Contract period of One (1 year) with an option of renewal for an additional one year subject to Satisfactory Performance
3.8 Payment	Annual premium will be paid either once or twice (on equal installments at the beginning and at policy mid-term) depending on available budget.
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional Board members, Staff, assets, etc. and or reduction of the same at a similar price
3.16 Applicable law	Laws of the Republic of Kenya



## **SECTION V: SCHEDULE OF REQUIREMENTS**

### **1.2 SCHEDULE OF REQUIREMENTS**

#### Section E. Specifications

##### **GENERAL**

1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed proposals for the insurance services they intend to provide.
2. Tenderers must indicate whether the insurance services offered comply with specified requirements.
3. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The AWSB reserves the right to reject the insurance services proposed, if such deviations shall be found to the use of such services.
4. The quotation summaries should take the format of the appended forms 'E<sub>1</sub>' to 'E<sub>9</sub>' and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
5. Any special requirements in respect to each class of insurance have been provided in the quotation forms 'E<sub>1</sub>' to 'E<sub>9</sub>'. Such requirements must be considered and addressed in the bids.

**TERMS OF REFERENCE (TOR) TO PROCURE GENERAL INSURANCE COVER FOR ATHI WATER SERVICES BOARD FOR THE PERIOD 2<sup>ND</sup> DECEMBER 2017 – 1<sup>ST</sup> DECEMBER 2018**

**1.0 INTRODUCTION**

Athi Water Services Board (AWSB) entered into a contract with Pacific Insurance Brokers (EA) Ltd for provision of General Insurance Cover Services for a period of one (1) year with effect from 2<sup>nd</sup> December 2015 and the contract was renewed for another one (1) year { 2.12.2016 - 1.12.2017 } following satisfactory performance by mutual agreement. This contract is due to lapse on 1<sup>st</sup> December 2017. It is against this background that AWSB invites Insurance Brokers and Underwriters to tender for provision General Insurance Services. Additional staff in the future will considered on the basis of this TOR.

The classes of insurance to be procured and provided include:

- i. Fire and Perils, Burglary,
- ii. Fidelity Guarantee,
- iii. Group Personal Accident,
- iv. Group Life Insurance,
- v. Funeral Expense,
- vi. Money Insurance,
- vii. ICT Computers and Accessories,
- viii. Electronic Equipment,
- ix. Motor (commercial and private),
- x. Motor Cycles,
- xi. Public Liability and
- xii. Professional Indemnity.

Currently, AWSB has ten (10) Board of Directors and sixty (60) employees. These figures may change from time to time depending on the number of members of the Board and staff in the service of AWSB.

**2.2 SCHEDULE OF REQUIREMENTS.**

**E1) FIRE AND PERILS**

The policy is based on Gross Current Replacement Cost. The cover extends to all assets of AWSB excluding land as per the following descriptions and valuations. (See schedule 1 below).

**SCHEDULE 1**

<b>STATION</b>	<b>OFFICE EQUIPMENT</b>	<b>FURNITURE</b>	<b>TOTALS</b>	<b>RATE (%)</b>	<b>PREMIUM</b>
	<b><u>KSHS.</u></b>	<b><u>KSHS.</u></b>	<b><u>KSHS.</u></b>		<b><u>KSHS.</u></b>
Athi Water Services Board Office Furniture, fixtures and fittings including contents at Africa Re Centre 1 <sup>st</sup> and 3 <sup>rd</sup> Floors	41,889,408.00	14,393,940.00	56,283,348.00		

SITUATION: Athi Water Services Board Offices

BASIS OF VALUATION: Reinstatement/Replacement

EXCESS DEDUCTIBLES:

EXCLUSIONS:

SPECIAL CONDITIONS/EXTENSIVE CLAUSES:

UNDERWRITERS:

**E2) BURGLARLY**

**SCHEDULE 2**

<b>STATION</b>	<b>OFFICE EQUIPMENT</b>	<b>FURNITURE</b>	<b>TOTALS</b>	<b>RATE (%)</b>	<b>PREMIUM</b>
	<b><u>KSHS.</u></b>	<b><u>KSHS.</u></b>	<b><u>KSHS.</u></b>		<b><u>KSHS.</u></b>
Athi Water Services Board Offices Africa Re Centre	41,889,408.00	14,393,940.00	56,283,348.00		

SITUATION: Athi Water Services Board Offices

BASIS OF VALUATION: Reinstatement/Replacement

EXCESS DEDUCTIBLES:

EXCLUSIONS:

SPECIAL CONDITIONS/EXTENSIVE CLAUSES:

UNDERWRITERS:

**E3) FIDELITY GUARANTEE**

Indemnity against direct pecuniary loss resulting from fraud or dishonesty of employees: -  
the Policy is to cover one staff who handle cash for and collusion of AWSB employees.

The schedule is made of: -

**CURRENT STAFF-ONE**

**SCHEDULE 3**

<b>NO.</b>	<b>LIMITS OF GUARANTEE</b>	<b>RATE %</b>	<b>PREMIUM (KSHS.)</b>
1	KShs. 500,000.00		

SITUATION : Anywhere in Kenya

EXCESS DEDUCTIBLES:

EXCLUSIONS:

SPECIAL CONDITIONS / EXTENSIVE CLAUSES:

UNDERWRITER:.....

Rate% ..... Premium .....

#### **E4) I. GROUP PERSONAL ACCIDENT (STAFF) INSURANCE**

The policy is to cover all the staff of Athi Water Services Board in and out of workplace 24 hours, 7 days a week. The expected benefits are:-

- i) Death – 5 years’ basic salary
- ii) Permanent Total Disability (PTD) - 5 years’ basic salary
- iii) Temporary Total Disability (TTD) earnings up to 104 weeks
- iv) Medical expenses to a limit of KShs. 500,000.00 per person per accident until full recovery or declaration of disability or death as per the law.

Sum assured: Basic Total Annual Salary (income): KShs: **118,500,492.00**

The schedule is made of: -

#### **CURRENT NUMBER OF STAFF AND THEIR BASIC SALARY RATES** **SCHEDULE 4**

<b>S.N O</b>	<b>STAFF POPULATION</b>	<b>BASIC SALARY (KSHS) P.M. AS AT 31/08/2017</b>	<b>ANNUAL BASIC SALARY (KSHS )</b>	<b>5 TIMES ANNUAL BASIC SALARY (KSHS)</b>
<b>TOTAL 60</b>		<b>9,875,041.00</b>	<b>118,500,492.00</b>	<b>592,502,460.00</b>

SITUATION : Anywhere in Kenya

EXCESS DEDUCTIBLES:

EXCLUSIONS:

SPECIAL CONDITIONS / EXTENSIVE CLAUSES:

UNDER WRITER:

**Rate% ..... Premium .....**

## **II. GROUP LIFE INSURANCE**

This policy is meant to cover all the members of staff (60) in case of death while in service from any cause. The value of the expected premium will be based on their 5 years' basic salary amounting to **Kshs. 592,502,460.00**

CLASS OF BUSINESS

GROUP LIFE ASSURANCE SCHEME

EMPLOYEES COVERED

60

TOTAL BENEFITS OF FIVE (5) YEARS BASIC SALARY: **KShs.....**

## **SCOPE OF COVER**

## **III. FUNERAL EXPENSE POLICY (FOR STAFF AND BOARD OF DIRECTORS)**

This policy is to cover funeral expenses for any member of staff and Director who passes away. The cover value is Kshs.100, 000.00 per person. AWSB currently has sixty (60) members of staff and ten (10) Directors. The cover should be in force at all-times and has no exclusions as to the cause of death.

This policy has no exclusions as to the cause of death.

➤ No excess

FUNERAL EXPENSE 100,000.00 PER STAFF  
FUNERAL EXPENSE 100,000.00 PER DIRECTOR

ANNUAL PREMIUM .....

**E5) MONEY INSURANCE**

Indemnity against loss of money and damage to safe/strong room directly associated with theft or attempted theft.

**SCHEDULE 5**

Items

Money in premises during business hours	KShs. 100, 000.00
Estimated annual carry	KShs. 1,200,000.00
Money in Transit	KShs. 100,000.00
Money in premises outside business hours	KShs. 100,000.00

SITUATION: AWSB OFFICES

EXCESS / DEDUCTIBLES:

EXCLUSIONS:

SPECIAL CONDITIONS / EXTENSIVE CLAUSES:

UNDER WRITER:.....

**Rate% ..... Premium .....**

**E6) D) ICT COMPUTERS AND ACCESSORIES**

ALL RISKS SCHEDULE

This covers computer hardware and accessories & electronics. Total sum insured is

**KShs 50,432,489.33**

**SCHEDULE 6**

<b>SUMMARY OF COMPUTERS, PRINTER, SERVERS &amp; PROJECTORS</b>				
<b>DESCRIPTION</b>	<b>STATION</b>	<b>AMOUNTS</b>	<b>RATE (%)</b>	<b>PREMIUM</b>
		<b>KSHS.</b>		<b>KSHS.</b>
COMPUTERS	AFRICA RE CENTRE			
LAPTOPS	AFRICA RE CENTRE			
SERVERS	AFRICA RE CENTRE			
PRINTERS	AFRICA RE CENTRE			
SONY LCD PROJECTORS	AFRICA RE CENTRE			
UNINTERRUPTIBLE POWER SUPPLY (UPS)SYSTEMS	AFRICA RE CENTRE			
DIGITAL CAMERAS	AFRICA RE CENTRE			
FUJITSU SCANNERS	AFRICA RE CENTRE			
D-LINK BASE SWITCH	AFRICA RE CENTRE			
<b>TOTAL</b>				

**LOCATION :** i) Anywhere in Kenya

Worldwide for portable items e.g. laptops, iPads, tablets etc.

Situation : AWSB OFFICES

Excess/ deductibles



**Details:**Total sum i) All risks insured is KShs.**11, 584,677.00**AWSB - ALL RISKS  
SCHEDULE

No.	Name Item	Model	Serial No	Value
Apple Ipad 3	MD524ZP	DMPK4G19F 18Y	99000289316690 8.00	90,166.10
Apple Ipad 3	MD524ZP	DMPK47LVF 18Y	99000289537121 7.00	90,166.10
Apple Ipad 3	MD524ZP	DMPK4BE3F 18Y	99000289320850 2.00	90,166.10
Apple Ipad 3	MD524ZP	DMPK4G5LF 18Y	99000289250365 5.00	90,166.10
Apple Ipad 3	MD524ZP	DMPK48GRF 18Y	99000289241431 7.00	90,166.10
Apple Ipad 3	MD524ZP	DMPJP7L1F1 8Y	99000235465605 .00	90,166.10
Apple Ipad 3	MD524ZP	DMPK4106F1 8Y	99000289051602 2.00	90,166.10
Apple Ipad 3	MD524ZP	DMPJNGSAF 18Y	99000236316745 .00	90,166.10
Apple Ipad 3	MD524ZP	DMPK4G5LF 18Y	99000289387321 4.00	90,166.10
Apple Ipad 3	MD524ZP	DMPK2ML1F 18Y	99000133902374 9.00	90,166.10
Apple Ipad air	ME993LLA	DMPM462DF 4YH	35197706068132 1.00	61,074.00
Apple Ipad air	ME993LLA	DMPNP4MLF 4YD	35884505972307 8.00	61,074.00
Apple Ipad air	ME993LLA	DMPM45EW F4YH	35197706008298 3.00	61,074.00
Apple Ipad air	ME993LLA	DMPM45PZF 4YH	35197706077409 2.00	61,074.00
Apple Ipad air	ME993LLB	DMPNP4V7F 4YD	35884505972531 3	61,074.00
Apple Ipad air	MD794B/B	DMPNT3HNF 4YH	35205706068846 6	61,074.00
Apple Ipad air	ME993LLA	DLXMV0KD F4YD	35197706448895 4	61,074.00
Apple Ipad air	ME989B/A	DLXLG0VW F4YD	35853105059091 0	61,074.00

Laptop	Apple	Mac Book pro 13"	W8039RQVAT M	106,611.84
laptop	Apple	Mac Book pro 13"	C02H4918DV13	135,548.42
Laptop	Apple	Macbook pro 13"	C02H490MDV13	106,611.84
Laptop	Apple	Mac Book pro 13"	W8039H3BATM	106,611.84
Laptop	Apple	Mac Book Pro 13"	C02F5JE2DH2H	135,548.42
Laptop	Helwett Packard	ENVY14	CNUI090T1Q	100,800.00
Laptop	Helwett Packard	Envy	CND3090W2M	108,000.00
Laptop	Helwett Packard	Envy	CND3090VH0	108,000.00
Laptop	Toshiba	Satellite L55-A	6D219543Q	170,640.00
Laptop	Toshiba	Satellite L55-A	6D219564Q	170,640.00
Laptop	Toshiba	Satellite L55-A	6D219678Q	170,640.00
Laptop	Toshiba	Satellite L55-A	6D219426Q	170,640.00
Laptop	Toshiba	Satellite L55-A	6D219294Q	170,640.00
Laptop	Toshiba	Satellite L55-A	6D219735Q	170,640.00
Laptop	Helwett Packard	Probook 4320s	CNF03724JH	82,800.00
Laptop	Toshiba	satellite	5A556622Q	86,400.00
Laptop	Toshiba	satellite	5A558473Q	86,400.00
Laptop	HP	probook 6470b	CNU326CWT3	64,800.00
Laptop	HP	Probook 6470b	CNU326CWQK	64,800.00
Laptop	Dell	Inspirion 15R	HFF6RY1	126,000.00
Laptop	HP	Probook 6470b	CNU326CWQG	64,800.00
Laptop	HP	Elite Book 2560p	CNU21221MS	86,400.00
Laptop	HP	Probook4340s	2CE2371NDF	118,872.00

Laptop	HP	Probook4340s	2CE2371MW1	118,872.00
Laptop	HP	Probook4340s	2CE2371N9G	118,872.00
Laptop	HP	Probook4340s	2CE2371N5D	118,872.00
Laptop	HP	Probook4340s	2CE2371N6N	118,872.00
Laptop	HP	Probook4340s	2CE2371N3K	118,872.00
Laptop	HP	Probook4340s	2CE2371N2G	118,872.00
scanner	HP	HP Scanjet 5590	CN237VH0PM	27,612.00
Laptop	Dell	Latitude E5440	GC4FG12	200,448.00
Laptop	Dell	Latitude E5440	635FG12	200,448.00
Laptop	Dell	Latitude E5440	J06FG12	200,448.00
Laptop	Dell	Latitude E5440	584FG12	200,448.00
Laptop	Dell	Latitude E5440	916FG12	200,448.00
Laptop	Dell	Latitude E5440	8V3FG12	200,448.00
Laptop	Dell	Latitude E5440	HY2FG12	200,448.00
Laptop	Dell	Latitude E5440	475FG12	200,448.00
Laptop	Dell	Latitude E5440	133FG12	200,448.00
Laptop	Dell	Latitude E5440	H64FG12	200,448.00
Laptop	Dell	Latitude E5440	G25FG12	200,448.00
Laptop	Dell	Latitude E5440	475FG12	200,448.00
Laptop	Lenovo	THINKPAD S3-S440	MP04XGPD	108,000.00
Laptop	Lenovo	THINKPAD T440P	PC01K0ZD	108,000.00
Desktop	Dell	Optiplex 7010	5YRJQ12	133,632.00
Desktop	Dell	XPS	37917228709	225,000.00

Laptop	Dell	Vostro1510	G9B0X3J	86,400.00
Laptop	Dell	Vostro1510	C8B0X3J	86,400.00
Laptop	Dell	Vostro1510	F8B0X31	86,400.00
Laptop	HP	Probook 4330S	CNU2012R6R	86,400.00
Laptop	HP	Probook 4540s	2CE2502Y2L	89,280.00
Laptop	HP	Probook 4540s	2CE2502Y32	89,280.00
Laptop	HP	Probook 4540s	2CE2502Y2H	89,280.00
Laptop	HP	Probook 4540s	2CE2502Y2G	89,280.00
Laptop	HP	Probook 6460b	CNU1371RTZ	110,880.00
Laptop	HP	Probook 6460b	CNU1371RJN	110,880.00
Laptop	HP	Probook	CNU0070H50	89,280.00
Laptop	Toshiba Satellite	C660-15N	6B202031K	92,790.00
Laptop	HP	Envy 17 Notebook	5CG32433G	154,929.60
Laptop	HP	350G1	5CG5010Z93	87,069.60
Laptop	HP	Probook 650 G1	5CG5114JM9	146,160.00
Laptop	HP	HP PAVILLION	5CD33731FZ	153,000.00
Laptop	HP	ENVY NOTEBOOK	CND6182QXD	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QX3	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QX4	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QX1	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QXL	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QXJ	125,100.00
Laptop	HP	ENVY NOTEBOOK	CND6182QX7	125,100.00

Laptop	HP	ENVY NOTEBOOK	CND6182QX8	125,100.00
Laptop	Dell	Latitude E6530	3N3NNX1	135,000.00
Laptop	Dell	Inspirion 7559	8Z0R1D2	177,300.00
Laptop	Dell	Inspirion 7559	F11R1D2	177,300.00
Laptop	Toshiba	Satellite P50t	2F068207S	104,400.00
Laptop	Toshiba	Satellite P50t	2F068257S	104,400.00
Digital Camera	Nikon	D3000	6350400	39,600.00
External HDD	Transcend	StoreJet 25M2	A47040O182	5,400.00
External HDD	Transcend	StoreJet 25M2	B609940092	5,850.00
External HDD	Transcend		C232690948	6,750.00
Sony Home Theatre	SONY	HOME THEATRE	3105329	28,800.00
Projector	Digital DLP	X28	X8FZ106AAAA ACO237	57,803.59
Projector	SONY VPL EX 222	VPL EX 222	5003214	81,000.00
Projector	Sony VPL- EX-100	VPL-EX-100	7205011412S	43,200.00
Sony Camera	sony			27,360.00
TV	LG	RT- 29FB75VE	501SYXB00010	39,520.80
TV	Samsung 32" LED			39,520.80
TV	LG			10,080.00
TV	SONY			28,933.20
<b>Total</b>				<b>11,584,677.00</b>

## II) ELECTRONIC EQUIPMENT

Electronic equipment sum insured is KShs. **38,888,712.33**

N o.	Item	Name Item	Model	Serial No	Value
1	Switch	D-Link	Gigabit	CN-0XJ146-2829864Q- 0094	87,552.00
2	Switch	D-Link	Gigabit	F3Y91C7000135	87,552.00
3	Switch	D-Link	Gigabit	F3Y91C7000153	87,552.00
4	Switch	D-Link	Gigabit	QBN21D8000610	87,552.00
5	DECODE R	Startimes	Startimes	596106854	3,000.00
6	DECODE R	Startimes	Startimes		3,000.00
7	DECODE R	GOTV	GOTV		3,000.00
8	Fax Machine	Panasonic	KX-FM131BX	4FA0B160435	18,000.00
9	Printer	Helwett Packard	CP3525DN	CNCTC5K0TX	86,400.00
10	Printer	Kyocera mita	Km-1620	AGH316377	125,280.00
11	Printer	Kyocera Taskalfa	520i KX	QWD1405079	438,891.84
12	Printer	Kyocera Taskalfa	5500i KX	N3Y1600379	581,387.04
13	Printer	Kyocera Taskalfa	5500i KX	N3Y1600350	581,387.04
14	Printer	Hp Color laser M551DN	hp M552DN	CNCTF6N17H	69,660.00
15	Printer	Hp Color laser M551DN	hp M552DN	CNCTF6N179	69,660.00
16	printer	Kyocera Taskalfa	5550ci	N292201922	899,804.16
17	Printer	Kyocera mita	FS3830N	GPK5244462	88,138.08
18	Printer	Kyocera mita	FS3830N	GPK52444287	88,138.08
19	Printer	Helwett Packard	551DN	CNCTDBZ0NH	73,008.00

20	printer	Helwett Packard	Laserjet 2420d	CNHW63GG7C	43,148.09
21	Printer	Kyocera Taskalfa	4550ci	N2E2Z06922	1,462,860.00
22	Printer	Helwett packard	M177	CNG6H5PGWP	36,018.00
23	Printer	Helwett packard	HP 452DN	VNC3M35551	44,860.00
24	SCANNER	Fujitsu	Fi-6670	4783	352,800.00
25	scanner	HP	HP Scanjet 5590	CN237VH0PM	27,612.00
26	SCANNER	Fujitsu	Fi-6670	4780	352,800.00
27	Server	Dell Poweredge (Server5)	R710	32BK15J	399,600.00
28	Server	Dell Poweredge (Server6)	R710	22BK15J	399,600.00
29	Server	Dell Poweredge	R420	HR4WJ5J	630,000.00
30	Server	Dell Poweredge	R420	567WJ5J	630,000.00
31	Server	Dell Poweredge	R420	FR4WJ5J	630,000.00
32	Server	Dell poweredge server plus Rack Kit	2950	COP8T2J	655,295.04
33	Shredder	HSM shredder	390.2	270030842	144,000.00
34	Shredder	HSM Shredder	125.2	330125211	62,640.00
35	Shredder	Kobra	240c		41,400.00
36	UPS	AEG	EB3100-0	B4587	404,640.00
37	UPS	AEG	ST4160C	163082100972	404,640.00
38	UPS	ELITE	Elite 1000pro	100412E1000N00506	14,400.00
39	UPS	ELITE	Elite 1000pro	100412E1000N00320	14,400.00
40	UPS	ELITE	Elite 1000pro	100412E1000N00286	14,400.00

4 1	UPS	ELITE	Elite 1000pro	100412E1000N006 04	14,400.00
4 2	UPS	APC UPS	APC BK650M1	BB1220X08293	12,240.00
4 3	UPS 650VA	APC Back- UPS	BX650CI- AF	5B1147T18110	5,489.64
4 4	UPS650V A	APC BACK- UPS	BX650CI- AF	3B1219X24271	5,489.64
4 5	UPS	APC	SUA30001	AS1108143291	24,300.00
4 6	UPS	APC	SUA30001	AS1108242734	24,300.00
4 7	UPS	APC	SUA30001	AS1108242729	24,300.00
4 8	UPS 1000VA	APC UPS	SUA10001	AS1142141841	19,440.00
4 9	UPS 1000VA	APC UPS	SUA10001	AS1142141846	19,440.00
5 0	UPS 100VA	APC UPS	SUA10001	AS1142141903	19,440.00
5 1	UPS 650VA	APC Back- UPS	BX650CI- AF	5B1147T18181	5,489.64
5 2	UPS 650VA	APC Back- UPS	BX650CI- AF	5B1147T19515	5,489.64
5 3	UPS	APC	SMT3000 1	AS1513239036	167,823.00
5 4	UPS	APC	SMT3000 1	AS1510140321	167,823.00
5 5	PDA	Pidion		awsb-ce-0126	108,000.00
5 6	PABX	ALCATEL Omni PBX		awsb-oe-0096	180,000.00
5 7	Linksys	WIRELESS-G LINK SYSTEM		awsb-ce-0300	5,760.00
5 8	Linksys	WIRELESS-G LINK SYSTEM		awsb-ce-03054	7,200.00
5 9	Linksys	WIRELESS-G LINK SYSTEM		12X10P05300321	7,200.00
6 0	Linksys	WIRELESS-N ACCESS POINT	WAP610N -ME	PUU00MC03212	7,650.00
6 1	Server	NetApp	FAS2552 Controller	SHFHU155000033 4	2,117,232.0 0



62	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200006 5	2,117,232.0 0
63	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200007 3	2,117,232.0 0
64	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200007 4	2,117,232.0 0
65	Switch	Cisco Nexus	5548UP	CMMDX10ARA	1,875,028.5 0
66	Server	NetApp	FAS2552 Controller	SHFHU155000039 1	2,117,232.0 0
67	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200009 4	2,117,232.0 0
68	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200007 2	2,117,232.0 0
69	Server	NetApp	FAS2552 Disk Shelf	SHFHU155200007 1	2,117,232.0 0
70	Switch	Cisco Nexus	5548UP	68-4157-01-MO	1,875,028.5 0
71	Scanners	KODAK	I3450	53639269	514,378.80
72	Scanners	KODAK	I3450	53639272	514,378.80
73	Scanners	KODAK	I3450	53639129	514,378.80
74	Scanners	KODAK	I3450	53639254	514,378.80
75	Printer	HP Designjet	T3100	CN4ADKH026	882,000.00
76	UPS	EATON	93E 60KVA	2041000046	4,067,179.2 0
77	Air Conditioner	LG	HS- C2455NQ 1	5066HACQJ1691	118,755.00
<b>TOTAL</b>					<b>38,888,712.33</b>

EXCLUSIONS:

EXCESS:

SPECIAL CONDITIONS/EXTENSIVE CLAUSES:

E7) **CLASS OF INSURANCE: MOTOR VEHICLES AND MOTOR CYCLES**

SUMMARY OF COVER: Indemnity against loss or damage to motor vehicles and legal liability to third parties arising out of use of motor official vehicles owned or operated by the insured.

TERRITORIAL LIMITS: Kenya

INTEREST & SUMS

INSURED :

LIMITS OF LIABILITY:

EXCESS :

SPECIAL CONDITIONS/  
EXTENSIVE CLAUSES:

UNDERWRITER :

**SCHEDULE 7**

**MOTOR VEHICLES INSURANCE VALUES FORMAT**

- Political Violence & Terrorism (PVT) inclusive.

DETAILS:

<b>PRIVATE MOTOR VEHICLES COMPREHENSIVE INSURANCE COVER</b>
-------------------------------------------------------------

SNO.	DESCRIPTION	VALUE (KSHS.)	RATE (%)	PVT RATE (%)	TOTAL PREMIUM
1					
2					
3					
4					
5					

**(PRIVATE COVER)**

S.No.	Reg. No	Location	Make	Value
1	KAT 169X	Limuru WSP	Toyota Corolla	430,000
2	KAV 505E	Karuri	Nissan B16 Saloon	430,000
3	KBG 430C	H/Office	Prado	2,180,000
4	KBG 833C	Kikuyu	Chevrolet (Saloon)	730,000
5	KBG 832C	Thika	Chevrolet (Saloon)	740,000
6	KBH 638C	H/office	Prado	2,230,000
7	KAR 767L	Thika	Prado	1,380,000
8	KBK 914J	Limuru	Saloon	850,000
9	KBP 942B	Muranga	Toyota Fortuner	1,650,000
10	KAV 685E	Ruiru	Nissan 4 x 4 D/C	670,000
11	KBG 998C	Karimenu	Nissan 4 x 4 D/C (J84)	950,000
12	KBG 991C	Kiambu	Nissan 4 x 4 D/C (J84)	1,120,000
13	KBG 960C	Limuru	Nissan 4 x 4 D/C (J84)	960,000
14	KBG 959C	Kikuyu	Nissan 4 x 4 D/C (J84)	970,000
15	KBG 961C	Karuri	Nissan 4 x 4 D/C (J84)	950,000
16	KBG 963C	Githunguri	Nissan 4 x 4 D/C (J84)	980,000
17	KBG 976C	Ruiru	Nissan 4 x 4 D/C (J84)	1,060,000
18	KBG 978C	Gatundu	Nissan 4 x 4 D/C (J84)	950,000
19	KBG 977C	Gatanga	Nissan 4 x 4 D/C (J84)	1,040,000
20	KBG 980C	Thika	Nissan 4 x 4 D/C (J84)	990,000
21	KBG 975C	Kiambu	Nissan 4 x 4 D/C (J84)	940,000
22	KBJ 675E	Gatundu	Nissan 4 x 4 D/C (J84)	930,000
23	KBJ 676E	Githunguri	Nissan 4 x 4 D/C (J84)	1,000,000
24	KBH 215C	Thika	Toyota D/C	1,360,000
25	KBK 637D	Thika	Ford Ranger D/C	1,130,000
26	KBL 287G	Gatanga	Nissan 4x4 D/C (J84)	1,130,000
27	KBK 358J	Karimenu	Toyota D/C	1,470,000
28	KBP 905E	Muranga	Totota D/C	1,910,000
29	KBP 626K	Karuri	Toyota D/C	1,720,000
30	KBG 979C	Karimenu	Nissan D/C	950,000
31	KBQ 927D	Gatanga	Toyota D/C	2,060,000
32	KBK 676Q	Ruiru	Ford Ranger D/C	1,110,000

33	KBP 937Q	Limuru	Toyota D/C	1,720,000
34	KBJ 905R	Muranga	Toyota D/C	1,340,000
35	KBJ 906R	Gatundu	Toyota D/C	1,500,000
36	KBP 095V	Githunguri	Ford Ranger D/C	1,200,000
37	KBK 676Q	Ruiru	Ford Ranger D/C	1,110,000
38	KBQ 270Z	Gatanga	Nissan Navara D/C	2,280,000
39	KBQ 269Z	Gatundu	Nissan Navara D/C	1,760,000
40	KBP 947A	Kiambu	Toyota D/C	2,120,000
41	KBP 943B	Kiambu	Toyota D/C	1,720,000
42	KCA 018F	AWSB	Toyota D/C	3,850,000
43	KBM 282H	AWSB	Toyota D/C	2,150,000
44	KBX 103Z	Nairobi	Toyota D/C	3,050,000
45	KBY 409Q	AWSB	Toyota D/C	3,150,000
46	KCB 785Z	AWSB	Toyota D/C	3,950,000
47	KBJ 917E	Limuru	TATA	1,050,000
48	KBH 065V	Kiambu	TATA	960,000
49	KBK 670Q	Kikuyu	Toyota D/C	1,100,000
50	KBW 714J	AWSB	Toyota D/C	2,710,000
51	KBP 844K	Thika	Toyota Saloon	1,100,000
52	KBN 899N	Thika	Toyota Saloon	2,580,000
53	KBV 248J	AWSB	Toyota D/C	2,650,000
54	KBV 249J	AWSB	Toyota D/C	2,670,000
55	KBV 955G	AWSB	Toyota D/C	2,580,000
56	KBV 953G	AWSB	Toyota D/C	2,590,000
57	KBV 950G	AWSB	Toyota D/C	2,710,000
58	KBY 970X	AWSB	Toyota D/C	2,780,000
59	KCE 067S	AWSB	Toyota D/C	3,940,000
60	KBW 715J	Kigoro	Toyota D/C	2,830,000
61	KBV 221J	AWSB	Toyota D/C	3,610,000
62	KBV 218J	AWSB	Toyota D/C	2,620,000
63	KCA 552Z	AWSB	TOYOTA D/C	4,060,000
64	KBT 065S	Thika	TOYOTA D/CABIN	2,020,000
65	KBY 407Q	AWSB	TOYOTA D/CABIN	3,290,000
66	KBQ 269Z	AWSB	NISSAN NAVARA	1,760,000
67	KCA 597Z	AWSB	TOYOTA D/CABIN	3,560,000
<b>TOTAL</b>				<b>119,941,100.00</b>

**MOTOR VEHICLES - COMMERCIAL COVER**

- Political Violence & Terrorism (PVT) inclusive

**COMMERCIAL MOTOR VEHICLES COMPREHENSIVE INSURANCE COVER**

SNO.	DESCRIPTION	VALUE (KSHS.)	RATE (%)	PVT RATE (%)	TOTAL PREMIUM
1					
2					
3					

### **COMMERCIAL COVER**

SN o.	Reg. No.		Make	Value
1	KBG 426C	Kikuyu	Mitsubishi Fuso F.M 657	2,210,000
2	KBG 425C	Ruiru	Mitsubishi Fuso F.M 657	2,150,000
3	KBU 856T	Thika	Isuzu FSR 33H	3,720,000
4	KBU 857T	Limuru	Isuzu FSR 33H	3,620,000
<b>TOTAL</b>				<b>11,700,000.00</b>

<b>COMMERCIAL MOTOR VEHICLES COMPREHENSIVE INSURANCE COVER</b>					
SNO.	DESCRIPTION	VALUE (KSHS.)	RATE %	PVT RATE (%)	TOTAL PREMIUM
1					
2					
3					

### **MOTOR CYCLES COVER**

S/No.	Reg. No		Make	Value
1.	KAN 085U	Gatanga	Yamaha M/C	44,000
2.	KAN 322U	Kiambu	Yamaha M/C	33,000
3.	KAW 381Z	Ruiru	Yamaha YBR 125	45,000
4.	KAV 997E	Gatundu	Yamaha YBR 125	27,000
5.	KAW 354Z	Karimenu	Yamaha YBR 125	27,000
6.	KAW 351Z	Karimenu	Yamaha YBR 125	26,000
7.	KAW 368Z	Gatanga	Yamaha YBR 125	32,000
8.	KAW 355Z	Gatanga	Yamaha YBR 125	40,000
9.	KAW 359Z	Kiambu	Yamaha YBR 125	45,000
10.	KAW 366Z	Kiambu	Yamaha YBR 125	46,000
11.	KAW 378Z	Limuru	Yamaha YBR 125	38,000
12.	KAV 992E	Kikuyu	Yamaha YBR 125	37,000
13.	KAW 389Z	Kikuyu	Yamaha YBR 125	37,500
14.	KAW 387Z	Karuri	Yamaha YBR 125	38,500
15.	KAW 390Z	Githunguri	Yamaha YBR125	37,000

16.	KAW 382Z	Githunguri	Yamaha YBR 125	37,000
17.	KAW 367Z	AWSB	Yamaha YBR 125	35,000
18.	KBG 629C	Limuru	Suzuki 123 cc	58,000
19.	KBG 630C	Limuru	Suzuki 123 cc	61,000
20.	KBG 631C	Limuru	Suzuki 123 cc	61,000
21.	KBG 626C	Kikuyu	Suzuki 123 cc	58,000
22.	KBG 633C	Karuri	Suzuki 123 cc	56,000
23.	KBG 634C	Karuri	Suzuki 123 cc	56,000
24.	KBG 635C	Githunguri	Suzuki 123 cc	54,000
25.	KBG 636C	Githunguri	Suzuki 123 cc	48,000
26.	KBG 641C	Ruiru	Suzuki 123 cc	45,000
27.	KBG 642C	Ruiru	Suzuki 123 cc	53,000
28.	KBG 643C	Ruiru	Suzuki 123 cc	45,000
29.	KBG 647C	Gatundu	Suzuki 123 cc	54,000
30.	KBG 648C	Gatundu	Suzuki 123 cc	31,000
31.	KBG 649C	Gatundu	Suzuki 123 cc	68,000
32.	KBG 650C	Karimenu	Suzuki 123 cc	64,000
33.	KBG 651C	Karimenu	Suzuki 123 cc	50,000
34.	KBG 652C	Karimenu	Suzuki 123 cc	68,000
35.	KBG 644C	Gatanga	Suzuki 123 cc	51,000
36.	KBG 645C	Gatanga	Suzuki 123 cc	50,000
37.	KBG 646C	Gatanga	Suzuki 123 cc	55,000
38.	KBG 653C	Thika	Suzuki 123 cc	51,000
39.	KBG 654C	Thika	Suzuki 123 cc	64,000
<b>TOTAL</b>				<b>1,826,000.00</b>

### PRICE SCHEDULE

SNO.	POLICY DESCRIPTION	SUM INSURED	PREMIUM (INCLUSIVE OF ALL TAXES AND LEVIES)	INSURER
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

<b>TOTAL PREMIUM</b>	
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**SCHEDULE 8**

**E) Public Liability**

This covers legal liability in respect of accidental death, bodily injury/illness or loss / damage to property of third parties, excluding professional indemnity & products liability risks.

The total sum insured is KShs. 2,000,000.00

Situation: Anywhere in Kenya.

Excess deductibles:

Special conditions / Extensive clauses:

Under write.....

Rate%..... Premium.....

**SCHEDULE 9**

**E) Indemnity Cover**

This covers Athi Water Services Board Directors and Senior Management against any legal costs and claims for damages to third parties which may arise out of an act, omission or breach of professional duty in the course of discharging their official duties.

Total Sum insured is KShs. 10,000,000.00

Situation: Anywhere in Kenya

Excess Deductibles:

Exclusions:

Special Conditions/Extensive clauses:

Underwriter: .....

Rate %..... Premium.....



#	Reg. No.	Location	Make	Valuation 2013/2014 FY
1	KAT 169X	Limuru W. Co.	Toyota Corolla Standard Saloon	517,000.00
2	KAV 505E	H/Office	Nissan B16 Saloon	796,811.00
3	KBG 430C	H/Office	Prado	1,966,679.00
4	KBG 833C	Kikuyu	Chevrolet (Saloon)	1,044,000.00
5	KBG 832C	H/Office	Chevrolet (Saloon)	920,000.00
6	KBH 638C	H/office	Prado	1,316,700.00
7	KAR 767L	Thika	Prado	1,348,000.00
8	KBK 914J	Limuru	Saloon	918,000.00
9	KBP 941B	H/Office	Toyota Fortuner	3,070,000.00
	<b>TOTAL</b>			<b>11,897,190.00</b>

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form -** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.

**Form Of Tender**

To:  
Name and address of procuring entity

Date  
\_\_\_\_\_  
Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Medical Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**Price Schedule Forms**

**Note: In case of discrepancy between unit price and total, the unit price shall prevail.**

We undertake, if our tender is accepted, to place/ provide medical insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and  
[name of tenderer] of [city and country of tenderer] (hereinafter  
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the various insurance covers and  
has accepted a tender by the tenderer for the supply of the services in the sum of \_  
\_\_\_\_\_  
[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed  
as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the  
tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring  
entity to provide the required various insurance covers and to remedy defects therein  
in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of  
the provision of the services and the remedying of defects therein, the Contract Price  
or such other sum as may become payable under the provisions of the contract at the  
times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in  
accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence  
of \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax</p> <p>Email.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Name of your  
bankers .....

.....

Branch.....

	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p>																				

	<p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="269 260 347 289">Name</th> <th data-bbox="545 260 688 289">Nationality</th> <th data-bbox="837 260 1078 289">Citizenship details</th> <th data-bbox="1203 260 1289 289">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="318 306 347 336">1.</td> <td colspan="3" data-bbox="363 306 1451 336">.....</td> </tr> <tr> <td data-bbox="318 352 347 382">2.</td> <td colspan="3" data-bbox="363 352 1451 382">.....</td> </tr> <tr> <td data-bbox="318 399 347 428">3.</td> <td colspan="3" data-bbox="363 399 1451 428">.....</td> </tr> <tr> <td data-bbox="318 445 347 474">4.</td> <td colspan="3" data-bbox="363 445 1451 474">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	.....			2.	.....			3.	.....			4.	.....		
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	<p>Date.....Signature of Candidate.....</p>																				