



**TENDER NO. KP1/9A.2/OT/001/INS/24-25
FOR PROVISION OF INSURANCE SERVICES**

DATE OF TENDER DOCUMENT: APRIL 2024

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

TENDER DOCUMENT FOR PROVISION OF INSURANCE SERVICES
(E-PROCUREMENT NATIONAL OPEN TENDER SYSTEM)

THE KENYA POWER & LIGHTING COMPANY PLC
CENTRAL OFFICE, STIMA PLAZA,
KOLOBOT ROAD, PARKLANDS,
P.O. BOX 30099-00100,
NAIROBI,
KENYA.

Telephones: +254-20-3201000; 3644000 Pilot Lines

Telephones: +254-711031904; 0711031932 Cellular

Facsimile: +254-20-3514485; 3750240

E-mail: Procurement@kplc.co.ke

Jmuigai@kplc.co.ke

Jmutai@kplc.co.ke

Mmbacha@kplc.co.ke

Website: www.kplc.co.ke

This tender document is NOT for SALE. No part of this document shall be changed, modified, amended, reproduced, copied or distributed without written permission from KPLC.

Contents

PREFACE.....	3
ABBREVIATIONS	8
PART 1 - TENDERING PROCEDURES	12
SECTION I - INSTRUCTIONS TO TENDERERS	13
SECTION II - TENDER DATA SHEET (TDS).....	30
SECTION III-EVALUATION & QUALIFICATION CRITERIA	36
SECTION IV- TENDERING FORMS	42
A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	45
ii) Conflict of interest disclosure.....	46
B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	48
SELF-DECLARATION FORMS	49
SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015	49
SELF- DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.	50
DECLARATION AND COMMITMENT TO THE CODE OF ETHICS	51
QUALIFICATION INFORMATION	63
1. NOTIFICATION OF INTENTION TO AWARD.....	64
2. REQUEST FOR REVIEW.....	67
3. LETTER OF AWARD.....	67
4. FORM OF CONTRACT	69
SECTION V: SCHEDULE OF INSURANCE REQUIREMENTS	71
PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS.....	114
APPENDIX TO THE CONTRACT	123
BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	124

PREFACE

Pursuant to Section 70 of the Public Procurement and Asset Disposal Act 2015, this Standard Tender Document (STD) has been prepared by Kenya Power based on The Public Procurement Regulatory Authority's Standard Tender Document (STD) for use for Procurement of Insurance Services.

DEFINITIONS

1. **Insurance** is a means of protection from financial loss. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss. Insurance transactions involve the insured assuming a guaranteed and known relatively small cost in the form of payment to the insurer in exchange for the insurer's promise to compensate the insured in the event of a covered loss. The loss may or may not be financial, but it must be reducible to financial terms, and must involve something in which the insured has an insurable interest established by ownership, possession, or pre-existing relationship. The most common insurance covers are on Health Insurance (Medicare), Life Insurance, Business and Farming, and Property and Casualty (Vehicles, Motorcycles, Boat and Watercraft, Homes, Land and Farms, Buildings and Travel).
2. The insured receives a contract known as an **Insurance Policy**, which details the conditions and circumstances under which the insured will be financially compensated. When a client takes out an insurance, essentially, he/she buys an Insurance Policy. **An Insurance Policy** is a standard industry form (like a banking account form) that indicates what is covered, its value, and conditions under which a claim can be made under an insurance contract. The amount of money charged by the insurer to the insured for the coverage set forth in the insurance policy is called the premium. If the insured experiences a loss which is potentially covered by the insurance policy, the insured submits a claim to the insurer for processing by a payment for the loss. Insurance Policies cover any period, but usually they are annual, renewable. Some business insurances like travel and goods transit or workmen's compensation may take shorter periods depending on when the eventuality is likely to occur.
3. Insurance involves pooling funds from *many* insured entities to pay for the losses that some may incur. The insured entities are therefore protected from risk for a fee, with the fee being dependent upon the frequency and severity of the event occurring. In order to be an insurable risk, the risk insured against must meet certain characteristics. When a company insures an individual entity, there are basic legal requirements and regulations. Several commonly cited legal principles of insurance include indemnity, benefit insurance, insurable interest, and contribution insurances.
4. Insurance can have various effects on society through the way that it changes who bears the cost of losses and damage. On one hand it can increase fraud; on the other it can help societies and individuals prepare for catastrophes and mitigate the effects of catastrophes on both households and societies. Insurance can influence the probability of losses through moral and preventive steps by the insurance company. Insurers attempt to address carelessness through inspections, policy provisions requiring certain types of maintenance, and possible discounts for loss mitigation efforts. While in theory insurers could encourage investment in loss reduction, in practice insurers do not aggressively pursue loss control measures-particularly to prevent disaster losses such as hurricanes-because of concerns overrate reductions and legal battles.
5. Claims and loss handling is the materialized utility of insurance; it is the actual "product" paid for. Claims may be filed by insureds directly with the insurer or through brokers or agents. The insurer may require that the claim be filed on its own proprietary forms, or may accept claims on a standard industry form. Incoming claims are classified based on severity and are assigned to adjusters whose settlement authority varies with their knowledge and experience. The adjuster undertakes an investigation of each claim, usually in close cooperation with the insured, determines if coverage is available under the terms of the insurance contract, and if so, the reasonable monetary value of the claim, and authorizes payment.

ABBREVIATIONS

AO	Accounting Officer
CBK	Central Bank of Kenya
CBQ	Confidential Business Questionnaire
FY	Financial / Fiscal Year
GTP	Guaranteed Technical Particulars
IFT	Invitation for Tenders
ITT	Instructions to Tenderers
JV	Joint Venture
NCB	National Competitive Tender
PPADA	Public Procurement and Asset Disposal Act, 2015
PPADR	Public Procurement and Asset Disposal Regulations 2020
PPRA	Public Procurement Regulatory Authority
PTD	Permanent Total Disability
R	Responsive
RU	Recommended Underwriter(s)
NR	Not-Responsive
STD	Standard Tender Documents
TDS	Tender Data Sheet
AKI	Association of Kenya Insurers
AIBK	Association of Insurance Brokers of Kenya

INVITATION FOR TENDER

April 2024

TENDER NO: KP1/9A.2/OT/001/INS/24-25

NAME: PROCUREMENT OF INSURANCE SERVICES FOR THE PERIOD 01.07.2024 TO 30.06.2026

1.1 Introduction.

The Kenya Power & Lighting (KPLC) invites bids from eligible Tenderers for **Procurement of Insurance Services for the Period 1st July, 2024 to 30th June, 2026**. Interested Eligible Tenderers may obtain further information from the General Manager- Supply Chain, The Kenya Power & Lighting at Stima Plaza, 3rd Floor, Kolobot Road, P.O. Box 30099 – 00100 Nairobi, Kenya.

1.2 Obtaining tender documents.

1.2.1 Tender documents detailing the requirements may be obtained from the KPLC E- Procurement Portal RFX1000002632

1.2.2 Prospective bidders may also download the tender document from KPLC's website (www.kplc.co.ke) free of charge.

1.3 Submission of Tender documents

Completed Tenders are to be submitted in electronic format on the KPLC's E-procurement portal on the due date and time published on the portal. Tenderers are required to visit the portal from time to time for revised closing dates and addendums. The Tender is to be submitted **ONLINE** on or before the submission date and time indicated on the **KPLC tendering portal**.

1.4 Tender Closing Date and Time

Tender closing date and time is as specified in the KPLC's tendering portal.

1.5 Prices

Offered Price should be inclusive of all taxes, duties, levies and delivery costs to the premises (where applicable) of KPLC or other specified site must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for **One Hundred and Eighty (180) days** from the closing date of the tender. ***Please note that prices indicated on the KPLC tendering portal should be exclusive of VAT.***

1.6 Opening of submitted Tenders

Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in KPLC Auditorium at Stima Plaza, Kolobot Road, Parklands, Nairobi. All health protocols during opening **must** be observed and **only one representative** will be allowed in opening venue.

1.7 Pre-Bid Meeting

There will be a Pre-Bid meeting on **22nd April 2024**

TENDER SUBMISSION CHECKLIST

Bidders are advised to clearly label their documents while uploading on the portal.

A- INSURANCE BROKERAGE FIRMS

No.	Item	Tick Where Provided
1.	Tender Security – Bank Guarantee or Letters of Credit (issued by Banks Licensed by the Central Bank of Kenya), Guarantee by a deposit taking Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund.	
2.	Form of Tender;	
3.	Confidential Business Questionnaire;	
4.	Certificate of Independent Tender Determination;	
5.	Duly completed Self-Declaration forms(Form SD1&SD2)	
6.	Declaration and Commitment in the Code of Ethics;	
7.	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law .	
8.	Bank Guarantee of Kshs. 3 million deposited with the IRA,	
9.	Licenses of Registration, by IRA for years 2020-2024	
10.	Audited Financial Statements issued within two (2) years of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report. KPLC reserves the right to check the authenticity of these books of accounts with Kenya Revenue Authority & Insurance Regulatory Authority.	
11.	List of the top five (5) clients, in ascending order, handled by the Tenderer within the last five (5) years with premiums of at least 50 million;	
12.	Valid Professional Indemnity Cover minimum limit of liability Kshs. 200million, territorial limit within Kenya.	
13.	Beneficial Ownership Form duly completed and signed.	
14.	Submission and considering, Registration Certificate –Must have been in existence for at least five (5) years;	
15.	PIN Certificate	
16.	Tenderer's Valid Tax Compliance Certificate	
17.	Power of Attorney signed and stamped by a Commissioner for Oaths.	
18.	Tender is valid for the period of 180 days	
19.	Recommended Underwriters Authorization Form(s)	
20.	Submission of AIBK certificate for year 2024	
21.	(Previous Service Providers only) Statement of Current Position of Outstanding Claims including Litigation Claims), including a complete list of any outstanding claims, amounts reserved and proposals going forward for conclusion. .Non-provision will be treated as non-compliance and the Tenderer's bid will be rendered non-responsive.	
22.	Statement by the bidder's Principal Officer undertaking that: (i) The bidder will render claims administration services to KPLC, until all the claims that fall under the tender duration are concluded; (ii) The processing of any claims shall not exceed the claims processing period given in the details of service; (iii) All details provided are accurate and that any material misrepresentation could lead to policy cancellation.	
23.	Data Controller and Data Processor Certificates certified by the Issuing Office.	

B. UNDERWRITERS

No.	Item	Tick Where Provided
1.	Form of Tender;	
2.	Confidential Business Questionnaire;	
3.	Certificate of Independent Tender Determination;	
4.	Duly completed Self-Declaration forms(Form SD1&SD2)	
5.	Declaration and Commitment in the Code of Ethics;	
6.	Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law .	
7.	Membership Certificate with Association of Kenya Insurers (AKI) for the Year 2024.	
8.	Audited Financial Statements issued within two (2) years of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report. KPLC reserves the right to check the authenticity of these books of accounts with Kenya Revenue Authority & Insurance Regulatory Authority.	
9.	List of the top ten (10) clients, in ascending order, handled by the Tenderer within the last two (2) years with premiums above 50 million;	
10.	Valid Professional Indemnity Cover minimum limit of liability Kshs. 200million, territorial limit within Kenya.	
11.	Beneficial Ownership Form duly completed and signed.	
12.	Registration Certificate –Must have been in existence for at least ten(10) years;	
13.	PIN Certificate	
14.	Tenderer's Valid Tax Compliance Certificate	
15.	Power of Attorney signed and stamped by a Commissioner for Oaths.	
16.	Tender is valid for the period of 180 days	
17.	(Previous Service Providers only) Statement of Current Position of Outstanding Claims including Litigation Claims), including a complete list of any outstanding claims, amounts reserved and proposals going forward for conclusion. .Non-provision will be treated as non-compliance and the Tenderer's bid will be rendered non-responsive.	
18.	Statement by the bidder's Principal Officer undertaking that: (i) The bidder will render claims administration services to KPLC, until all the claims that fall under the tender duration are concluded; (ii) The processing of any claims shall not exceed the claims processing period given in the details of service; (iii) All details provided are accurate and that any material misrepresentation could lead to policy cancellation.	

***NOTES TO TENDERERS**

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.

2. All Kenyan registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

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 KPLC, 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 KPLC) 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 KPLC. It excludes KPLC'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 KPLC 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 KPLC requires compliance with the provisions of the **Competition Act 2010**, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil actions may be imposed. To this effect, Tenderers 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, KPLC 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 KPLC 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 KPLC.

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 agreement or with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. 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 KPLC, 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 indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of KPLC regarding this Tendering process; or
 - e) Any of its affiliates participated as a consultant in the preparation of KPLC'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 KPLC 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 KPLC 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 KPLC 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 KPLC is not part of this tendering document.
- 6.3 Unless obtained directly from KPLC, KPLC 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 KPLC 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 KPLC in writing at KPLC's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with **ITT 7.2**. KPLC 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. KPLC shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with **ITT 7.4**, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, KPLC 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, KPLC 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. KPLC 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 KPLC 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 KPLC 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 KPLC 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 KPLC in writing at KPLC's address specified in the **TDS**. KPLC 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**. KPLC 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**, KPLC 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, KPLC 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, KPLC 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 KPLC in accordance with *ITT 6.3*. KPLC shall also promptly publish the addendum on KPLC'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, KPLC 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 KPLC 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 KPLC 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** 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 this 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 KPLC.

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 V, 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 KPLC'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 KPLC, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable KPLC 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 KPLC 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 KPLC 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 KPLC. 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 KPLC.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if KPLC 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 KPLC (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 of will ensue unless the tenderer can show to the reasonable satisfaction of KPLC that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

18.1 To establish the Tenderer's 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 KPLC'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 KPLC in accordance with **ITT 23.1**). A tender valid for a shorter period shall be rejected by KPLC as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KPLC 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 a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

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, combine

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 KPLC 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**. KPLC 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, KPLC shall recommend to the **PPRA** that **PPRA** debar 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 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-ALTERNATIVE TENDER”, 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 KPLC 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 KPLC 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, KPLC 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 KPLC 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 KPLC 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 KPLC and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 KPLC shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with **ITT 23**. Any Tender received by KPLC 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 withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by KPLC 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**, KPLC 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 chooses 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 KPLC 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 KPLC attending Tender opening in the manner specified in the **TDS**.

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

26.8 KPLC 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 KPLC 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 KPLC 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, KPLC may, at KPLC's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that KPLC may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KPLC shall not be considered. KPLC'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 KPLC 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 KPLC'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 KPLC'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, KPLC'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 KPLC 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, KPLC may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, KPLC 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, KPLC 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 KPLC 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 KPLC 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, KPLC 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, KPLC 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 based on each item and not a combination of items.

36. Comparison of Tenders

36.1 KPLC 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, KPLC 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 KPLC determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, KPLC 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 KPLC is concerned that it (KPLC) 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, KPLC 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. KPLC may also seek written clarification from the tenderer on the reason for the high tender price. KPLC shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, KPLC may accept or not accept the tender depending on KPLC's budget considerations.

ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, KPLC 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 KPLC determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or

other manipulations), KPLC 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 KPLC 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 KPLC 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 KPLC 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 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 KPLC 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 KPLC 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 *(b)* above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a briefing 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 tenderer 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 KPLC has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

43. Debriefing by KPLC

- 43.1 On receipt of KPLC's Notification of Intention to Enter into a Contract referred to in *ITT 43*, an unsuccessful tenderer may make a written request to KPLC for a debriefing on specific issues or concerns regarding their tender. KPLC 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. KPLC 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 KPLC'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 KPLC's requirements. The items that would need to be attended to by KPLC 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 KPLC's requirements.
- 44.3 KPLC shall prepare minutes of negotiations that are signed by KPLC 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, KPLC 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 **21days** 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, KPLC 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 KPLC.
- 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 KPLC, 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 KPLC. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless KPLC 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 KPLC 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, KPLC 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 KPLC;
- 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 reference number of the Invitation for Tenders is: <i>KPI/9A.2/OT/001/INS/24-25</i> The Procuring Entity is: KENYA POWER & LIGHTING COMPANY PLC The name of the Tender is: PROVISION OF INSURANCE SERVICES FOR THE PERIOD 1ST JULY, 2024 TO 30TH JUNE, 2026 The number and identification of this Invitation for Tenders is: RFx 1000002632
ITT 2.1(a)	KPLC shall use the following electronic-procurement system to manage this tendering process: SAP Tendering Portal on www.kplc.co.ke (NB: Bidders are required to log on and register via this link to be able to participate in this tender) The electronic-procurement system shall be used to manage the following aspects of the tendering process: (Issuing Tendering document, submission of Tenders, opening of Tenders) Proof of receipt will be done via the bidder's Submitted Response Number for the RFx 1000002632
ITT 2.2	The commencement date for the services shall be 1st July 2024 ; and the duration shall be for two (2) years .
ITT 4.1	1) Only Insurance service providers registered and operating in Kenya by Insurance Regulatory Authority are eligible to tender and sign contracts 2) Joint Ventures are not applicable in this Tender
ITT 4.3	(g) Not Applicable
ITT 4.4	Not Applicable
ITT 4.5	Not Applicable
ITT 4.10	Insurance Companies shall have been in business for a minimum of fifteen(15) years.
	B. Contents of Tendering Document
ITT 7.1 and 8.1	(a) Address where to send enquiries is: <i>General Manager, Supply Chain & Logistics, The Kenya Power and Lighting Company PLC, Stima Plaza, 3rd Floor Kolobot Road, Parklands P.O Box 30099 - 00100 Nairobi, Kenya Telephone: +254-20-3201821 Electronic mail address: procurement@kplc.co.ke and copy to Jmutai@kplc.co.ke; Mmbacha@kplc.co.ke; to reach the KPLC not later than seven (7) days before tender closing date).</i>
	(b) KPLC will publish its response at the website www.kplc.co.ke
ITT 7.2	Pre-Tender meeting <i>shall</i> take place at the following date, time and place: Date: 22nd April, 2024 Time: 10.00.a.m Place: Stima Plaza Auditorium
ITT 7.3	The Tenderer will submit any questions in writing, to reach KPLC not later 22 nd April, 2024, 10.00am.
ITT 7.5	Minutes of the pre-Tender meeting shall be published on KPLC's website and on the KPLC tendering portal.
ITT 12.1	The Tenderer shall submit the following:- (b) <i>Schedule of Prices form, as required in this tender</i> (c) <i>Tender Security of Kshs.2 million</i> (d) <i>Not Applicable</i> (e) <i>Power of Attorney authorizing the person signing the tender on behalf of the tenderer.</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>(i) Post qualification requirement.</i>
ITT 14	Not Applicable
ITT 15.3	Discounts shall only be applicable to premium rates and must have concurrence of the RU in their supporting quotations. The procuring entity reserves the right to verify rates quoted from RU.
ITT 15.5	<i>This shall only apply to Motor Policies awarded on a premium rate(s) fixed for the duration of the contract and/or declaration policies namely:-</i> (i) <i>Air Travel</i> (ii) <i>Employers Liability (Common Law)</i> (iii) <i>Fire and Perils Consequential Loss</i> (iv) <i>Staff Mortality and Morbidity Insurances</i> (v) <i>Last Expense Insurances</i> (vi) <i>Marine Cargo and/or Goods in Transit</i> (vii) <i>Motor Vehicle Insurances</i>
ITT 18.3	Not Applicable
ITT 19.1	The Tender validity period shall be 180 days .
ITT 20.1	Tender Security shall be 2 Million Kenyan Shillings. The Tender Security shall be valid for a minimum of thirty (30) days beyond the validity of the Tender. The Original Tender Security shall be kept in an envelope clearly labeled with the Tender Name and Number and shall be deposited at KPLC Stima Plaza, 3rd Floor, Supply Chain Reception Tender Box on or before the 30th April, 2024 at 10.00am.
ITT 20.3	The tender security shall be in the form of a bank guarantee of a financial institution approved and licensed by the Central Bank of Kenya.
ITT 21	Not Applicable
ITT 22	Not Applicable
D. Submission and Opening of Tenders	
ITT 23.1	Tenders must be received by KPLC by 30th April, 2024 not later 10.00am as specified in the KPLC tendering portal.
ITT 25	Withdrawals, substitution or modifications can be done through the KPLC tendering portal before the tender closing date and time.
ITT 26.1	The Tender opening shall take place at: Stima Plaza, Auditorium Kolobot Road. Date: 30th April, 2024 Time: 10.30 a.m. The electronic Tender opening procedure shall be: SAP Tendering Portal on www.kplc.co.ke
ITT 26.2	Not applicable
ITT 26.3	Not applicable
ITT 26.4	Not applicable
ITT 26.5	The following shall be read out at the Tender Opening:- i. Contents of the Tender Security (Name of Tenderer, Issuing Bank, Value and Validity) ii. Name of Tenderer and Total value of Tender as indicated in the form of Tender
ITT 26.6	The Tender Form Register and Tender Security Register as read out at Tender opening shall be signed by KPLC representatives and witnessed by representatives of Tenderers who choose to attend.
E. Evaluation and Comparison of Tenders	
ITT 33.2	Conversion of currencies shall be based on the CBK selling exchange rate on the closing date of the Tender.
F. Award of Contract	
ITT 40	Award Criteria – the policies shall be categorized in 2 lots i.e Lot 1 and Lot 2.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Lot 1 Policies: 1(a) Fire and Perils (Consequential Loss); (b) Fire and Perils (Substations); 2(a) Group Life Assurance (with WIBA 2007, Last Expense and Critical Illness) OR 2(b) & (c); 2(b) Group Life Assurance (with Last Expense & Critical Illness Riders) AND 2(c) Group Personal Accident/WIBA2007 Insurance; 3. Public/Products Liability (with Consequential Loss)</p> <p>Award Criteria: Lot 1 Policies Starting from the highest priced policy, and progressing to the lowest priced policy, the policies shall be awarded to the lowest evaluated tenderer. A tenderer can only be awarded ONE of these policies and cannot subsequently participate in the award of the remaining Lot 1 policies and the entire Lot 2 policies. With the exception of the Employers Liability award, which will be to the Underwriter for the GPA/WIBA policy;</p> <p>Lot 2 Policies The remaining policies not listed above; as per Schedule of Requirements.</p> <p>Award Criteria: Lot 2 Policies A tenderer who has already been awarded a Lot 1 policy shall not qualify for award of Lot 2 policies;</p> <p>Only tenderers who fail to qualify for award of Lot 1 policies shall qualify for award of Lot 2 policies; with the exception of the Employers Liability award, which will be to the Underwriter for the GPA/WIBA policy;</p> <p>The policies shall be awarded to the lowest evaluated tenderer.</p>
ITT 47.1	<p>Performance Security: The successful Tenderer(s) shall provide 2.5% of their total award value, while the Underwriter(s) shall provide 7.5% of their total award.</p>
ITT 49.1	<p>The procedures for making a procurement related complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from PPRA website www.ppra.go.ke</p> <p>If a Tenderer wishes to make a Procurement- related Complaint, the tenderer should submit its complaint following these procedures, in writing (by the quickest means available e.g. email) to: For the Attention: Title/Position: GENERAL MANAGER, SUPPLY CHAIN & LOGISTICS Email Address: procurement@kplc.co.ke JKngeno@kplc.co.ke;</p> <p>In summary, a Procurement Related Complaint may challenge any of the following:</p> <ul style="list-style-type: none"> (i) The terms of the tendering document (ii) KPLC’s decision to award the contract

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Conversion of currencies shall be based on the CBK selling exchange rate on the closing date of the Tender.

This section contains the criteria that the Procuring Entity shall use to evaluate the 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*.

Evaluation and contract award Criteria

KPLC 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

KPLC 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 Schedule of (Insurance) Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. Tenders that do not pass the Preliminary Examination will be considered unresponsive and will not be considered further.

2.1 Part 1 - Preliminary Evaluation

Evaluation of Insurance Brokerage Firms

These are mandatory requirements. They shall include confirmation of the following: -

2.1.1 Submission of Tender Security - Checking its validity, whether it is Original; whether it is sufficient; whether it is authentic; whether it is issued by a local bank/institution; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

2.1.2 Submission of :

(a) Duly completed and signed Form of Tender

(b) Submission and considering the Confidential Business Questionnaire: -

i) Duly completed and signed

ii) That the Tenderer is not ineligible as per ITT 3.

(c) Certificate of Independent Tender Determination, duly completed and signed

(d) Self -Declaration Form(s) SD 1 & SD2 duly completed and signed

(e) Submission of Declaration and Commitment in the Code of Ethics, duly completed and signed

(f) Evidence of Bank Guarantee of Kshs. 3 million deposited with the IRA.

(g) Submission of Declaration and Commitment in the Code of Ethics, duly completed and signed

(h) Audited Financial Statements issued within two(2) years of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.

(i) List of the top five (5) clients, in ascending order, handled by the Tenderer within the last five (5) years with premiums of 50 million and above;

(j) Valid Professional Indemnity Cover minimum limit of liability Kshs.200million, territorial limit within Kenya. Tenderers must attach a copy of the franked policy document and/or endorsement where applicable stamped by the issuing Underwriter.

- (k) Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law
- (l) Beneficial Ownership Form duly completed and signed.
- 2.1.3 Submission and considering the following: -
- a) Tenderer's Registration Certificate - Must have been in existence for at least five (5) years
 - b) Tenderer's PIN Certificate.
 - c) Tenderer's Valid Tax Compliance Certificate.
- 2.1.4 That the Tender is valid for the period of 180 days.
- 2.1.5 Power of Attorney signed and stamped by a Commissioner for Oaths. The person lawfully authorized by the Power of Attorney shall sign all forms and documents in the tender. A power of Attorney shall not be required where the bidder is a sole-proprietor or the only shareholder of a company.
- 2.1.6 Recommended Underwriters Authorization Form(s)
- 2.1.6b Original underwriters quotation certified by the recommended underwriter
- 2.1.7 Submission of AIBK certificate for year 2024
- 2.1.8 Statement by the bidder's Principal Officer undertaking that:
- (i) The bidder will render claims administration services to KPLC, until all the claims that fall under the tender duration are concluded;
 - (ii) The processing of any claims shall not exceed the claims processing period given in the details of service;
 - (iii) All details provided are accurate and that any material misrepresentation could lead to policy cancellation.
- 2.1.9 Tenderers must have Data Controller and Data Processor Certificates certified by the Issuing Office.
- 2.1.10 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

Tenderers will proceed to the Technical Evaluation Stage only if they are found to be compliant with Part 1 above, Preliminary Evaluation under ITT 35

**Part II (a) : Technical Evaluation -
Evaluation of Insurance Brokerage Firms**

Table 1: Compliance to Details of Service (indicate 'YES' for full compliance)

No.	Description	Bidders Response on Compliance
1.	The Insurance Broker shall analyze, review, and scrutinize the Policy Document/Endorsements. Cover should be as per the Tender document. NB. This should be submitted within 30 days after Notification of Award.	
2.	The Insurance Broker shall ensure preparation of monthly claims bordereaux which must be submitted to the Procuring Entity by the 15 th of the following month.	
3.	The Insurance Broker shall arrange quarterly tripartite meetings to review performance of the policy by 15 th day of the beginning of the following quarter.	
4.	The Insurance Broker shall ensure settlement of documented claims by the Recommended Underwriter within thirty (30) days upon full documentation.	
5.	The Insurance Broker shall ensure that the Service Level Agreement between the Insurance Broker and the Recommended Underwriter is submitted to KPLC within fifteen (15) days of commencement of coverage.	
6.	Ensure that Air Travel cards, Marine Cargo/Goods in Transit and Motor Certificates are received within one (1) day of request for cover.	
7.	Ensure submission of premium reconciliation statements for air travel and motor policies on a quarterly basis by the 15 th of the next quarter.	
8.	Ensure entering of appearance by the appointed advocate and submit memo of appearance to KPLC within seven (7) days of receipt of summonses from KPLC for Directors and Officers Liability, Employer's Liability, Motor, and Public	

	Liability policies.	
9.	Prepare and submit to KPLC updated litigation schedule on a quarterly basis for Directors and Officers Liability, Employer's Liability, Motor, and Public Liability policies.	
10.	Partial Discharge Vouchers (DVs) for Group Life/WIBA 2007 on accruing accidental medical expenses shall be issued and payment processed on a quarterly basis.	
11.	A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to KPLC within fourteen (14) days of medical re-examination of claimants by the recommended underwriter.	
12.	Last Expense claims shall be settled within 48 hours of notification of claim.	
13.	Ensure appointment of assessors/loss adjustors/investigators within one (1) day of notification of a claim by KPLC.	
14.	Ensure submission of assessor's/loss adjustors/investigators report to the recommended underwriter(s) within seven (7) days of their (assessors) appointment.	
15.	Ensure that Marine Hull, Motor and Aviation insurance certificates are received at KPLC within 7 days before expiry of policies.	
16.	Average Claims Settlement to be within thirty (30) days of full documentation by KPLC	
17.	Ensure weekly collection of mail from KPLC premises and prompt delivery of (refund) cheques to KPLC.	

Evaluation of the bidder's responsiveness to a Scoring Criteria:

The total score is 100%. Only tenders who will have attained a threshold score (75 out of 100) 75% in this stage will proceed to the next stage

No.	Evaluation Criteria	Scoring Scale	Maximum Score
1.	Period of Operations (Attach Certificate of Incorporation)	5 – 10 Years – 5 marks 10 – 15 Years – 10 marks Over 20 Years – 15 marks	15 Marks
2.	Professional Indemnity Policy and Schedule ((Attach Certified Insurance Certificate))	Kshs 100 – 150m – 5 marks; Kshs 151 – 199m – 10 marks; Over Kshs 200m – 15 marks	15 Marks
3	Annual Premium Turnover (Evidence will be an extract of the Audited financial statements issued within 2 years of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.)	Kshs 200 – 400m: 5 marks Kshs 401 – 500m: 10 marks Over Kshs 500m – 15 marks	15 Marks
4	Team Qualifications and Experience: (Attach Certified Copies of Certificates, CVs signed by Authorized Officer and Copies of Valid Employment Contracts – Tenderer to redact any information they consider are of a personal nature)		15 marks
	(a) Principal Officer	15 Years Insurance Industry Experience – 2.5 marks ACII/AIIK – 1 marks Bachelor's Degree – 1 mark	
	(b) Three (3) Other Technical Staff	10 Years Insurance Industry Experience – Each 1.5 marks, Total 4.5 marks; ACII/AIIK – Each 1.0 marks, Total 3.0 marks	

		Bachelor's Degree – Each 1.0 mark, Total 3.0 marks	
5	Paid up share capital as per cr12	Above 30M -15 marks 20m – 29m – 10 marks 10m – 19m – 5 marks	15 marks
6	List of leading clients whose premium is above 20 million each falling within 2022 - 2024	Above 15 – 15marks 10 – 15 – 10marks 5 – 9 – 5marks	15 marks
7	Experience in management and facilitation of Risk Surveys, Risk Management, Training and other add on values for the last five years (2019-2023). (Evidence - Provide recommendation letters signed and stamped by the client on the client's letter head). Tenderers to provide a list of the five (5) clients together with the Contact Person(s), Telephone Numbers and Email addresses. KPLC reserves the right to confirm authenticity and validity of the information provided.	1 marks for each recommendation letter	5 Marks
8	Provide documentary evidence of certified paid-up capital-CR12 and a copy annual return from register of companies.	Kshs. 600,000,000 (General Insurers) (nominal shares) (1 Marks) KShs. 600,000,000 to 1billion (nominal shares) (2.5 Marks) OR Kshs.400million (Life Insurers) (1 mark) Over 400 million (2.5 Marks)	2.5 Marks
9	Advanced Insurance System- attach a current certified copy of contract with service provider for the purpose of this tender, it should be within the last 12 months before tender closing date.	Certified certificate by service provider (2.5) Marks	2.5 Marks
		Maximum Score	100 Marks

Only tenderers obtaining a minimum raw score of 75% shall proceed to the Financial Stage of Evaluation

Preliminary Evaluation -Underwriting Firms

These are mandatory requirements. They shall include confirmation of the following: -

2.1.11 Submission of :

- (a) Duly completed and signed Form of Tender*
- (b) Submission and considering the Confidential Business Questionnaire: -*
 - i) Duly completed and signed*
 - ii) That the Tenderer is not ineligible as per ITT 3.*
- (c) Certificate of Independent Tender Determination, duly completed and signed*
- (d) Self -Declaration Form(s) SD 1 & SD2 duly completed and signed*
- (e) Submission of Declaration and Commitment in the Code of Ethics, duly completed and signed*
- (f) Submission of Declaration and Commitment in the Code of Ethics, duly completed and signed*
- (g) Audited Financial Statements issued within two (2) years months of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.*
- (h) List of the top ten (10) clients, in ascending order, handled by the Underwriter, in the last two(2) years, with premiums of above Kshs. 50 million..*

- (i) For Tenderers who have handled KPLC's Portfolio within the last Four (4) years i.e. between 1st January, 2020 and 31st December, 2023 – A Statement of Current Position of Outstanding Claims including Litigation Claims), including a complete list of any outstanding claims, amounts reserved and proposals going forward for conclusion. Non-provision will be treated as non-compliance and the Tenderer's bid will be rendered non-responsive.
- (j) Valid Professional Indemnity Cover minimum limit of liability of over Kshs. 200million, territorial limit within Kenya. Tenderers must attach a copy of the franked policy document and/or endorsement where applicable stamped by the issuing Underwriter.
- (k) Certificate of Confirmation of Directors and Shareholding (C.R.12) for registered companies and if not a registered company a business name for those trading as a sole proprietor or a partnership registered under the Kenyan law
- (l) Beneficial Ownership Form duly completed and signed.
- 2.1.12 Submission and considering the following: -
- Tenderer's Registration Certificate - Must have been in existence for at least fifteen (15) years
 - Tenderer's PIN Certificate.
 - Tenderer's Valid Tax Compliance Certificate.
- 2.1.13 That the Tender is valid for the period of 180 days.
- 2.114 Power of Attorney signed and stamped by a Commissioner for Oaths. The person lawfully authorized by the Power of Attorney shall sign all forms and documents in the tender. A power of Attorney shall not be required where the bidder is a sole-proprietor or the only shareholder of a company.
- 2.1.15 Provision of current Reinsurance cover slips for all proposed covers (submit IRA letter confirming acceptance of reinsurance arrangements for 2024)
- 2.1.16 Certified Letter of confirmation from reinsurers of their terms and conditions
- 2.1.17 Submission of AKI certificate for year 2024
- 2.1.18 Statement by the bidder's Principal Officer undertaking that:
- The bidder will render claims administration services to KPLC, until all the claims that fall under the tender duration are concluded;
 - The processing of any claims shall not exceed the claims processing period given in the details of service;
 - All details provided are accurate and that any material misrepresentation could lead to policy cancellation.
- 2.1.19 Tenderers must have Data Controller and Data Processor Certificates certified by the Issuing Office.
- 2.1.20 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

Table 1: Compliance to Details of Service (indicate 'YES' for full compliance)

No.	Description	Bidders Response on Compliance
1.	The Underwriter shall issue the Policy Document/Endorsements. Cover should be as per the Tender document. NB. This should be submitted within 30 days after Notification of Award.	
2.	The Underwriter shall prepare monthly claims bordereaux which must be submitted to the Procuring Entity by the 15 th of the following month.	
3.	The Underwriter shall attend quarterly tripartite meetings to review performance of the policy.	
4.	The Underwriter shall settle documented claims within thirty (30) days upon full documentation.	
5.	The Underwriter shall ensure that the Service Level Agreement is in place between themselves and broker within fifteen (15) days of commencement of coverage.	
6.	Ensure that Air Travel cards, Marine Cargo/Goods in Transit and Motor Certificates are received within one (1) day of request for cover.	
7.	Ensure submission of premium reconciliation statements for air travel and motor policies on a quarterly basis by the 15 th of the next quarter.	
8.	Ensure entering of appearance by the appointed advocate and submit memo of	

	appearance to broker within seven (7) days of receipt of summonses from KPLC for Directors and Officers Liability, Employer's Liability, Motor, and Public Liability policies.	
9.	Prepare updated litigation schedule on a quarterly basis for Directors and Officers Liability, Employer's Liability, Motor, and Public Liability policies.	
10.	Partial Discharge Vouchers (DVs) for Group Life/WIBA 2007 on accruing accidental medical expenses shall issue payment(s) on a quarterly basis.	
11.	A copy of the medical re-examination report and a corresponding discharge voucher where applicable shall be availed to broker within fourteen (14) days of medical re-examination of claimants by the underwriter.	
12.	Last Expense claims shall be settled within 48 hours of notification of claim.	
13.	Ensure appointment of assessors/loss adjustors/investigators within one (1) day of notification of a claim.	
14.	Ensure submission of assessor's/loss adjustors/investigators report to the underwriter(s) within seven (7) days of their (assessors) appointment.	
15.	Ensure that Marine Hull, Motor and Aviation insurance certificates are received at KPLC within 7 days before expiry of policies.	
16.	Average Claims Settlement to be within thirty (30) days of full documentation.	

Evaluation of the Underwriters responsiveness to a Scoring Criteria:

The total score is 100%. Only tenders who will have attained a threshold score (75 out of 100)

75% in this stage will proceed to the next stage

No.	Evaluation Criteria	Scoring Scale	Maximum Score
1.	Period of Operations (Attach Certificate of Incorporation)	5 – 9 Years – 0 marks 10 – 19 Years – 10 marks Over 20 Years – 15 marks	15 Marks
2.	Professional Indemnity Policy and Schedule (Attach Certified Insurance Certificate)	Kshs 200m – 2 marks; Kshs 201 – 300m – 3 marks; Kshs 301 – 400m – 4 marks; Over Kshs 400m – 5 marks	5 Marks
3.	Branch network of the underwriter	Above 15 branches 10marks 10– 15 branches – 5marks	10marks
4.	Capital adequacy ratio (Solvency ratio)	150% and above – 15marks 120% - 149% - 10marks 100% - 119% - 5marks	15marks
5.	List of reputable clients whose premium is above 50 million (excluding pensions, annuities & medical business) each falling within 2022-2024	Above 10 clients – 15marks 5-9 clients – 10marks	15marks
6.	Paid up share capital	Above 700m – 15marks 501-700m – 10marks 300-500m – 5marks	15marks
5	Annual Premium Turnover (Evidence will be an extract of the Audited financial statements issued within 2 years of this tender. Bidders must clearly indicate the Auditor's ICPAK practicing license registration number in the audited financial statements report.)	Up to Kshs 5bn – 7 marks Kshs 5.1bn – 6bn:9 marks Kshs 6.1bn – 7bn: 12 marks Kshs 7.1bn – 8bn: 14 marks Over Kshs 8.1bn – 15 marks	15 Marks
7.	Experience in management and facilitation of Risk Surveys, Risk Management, Training and other add on values for the last five years (2019-2023). (Evidence - Provide recommendation letters signed and stamped by the client on the client's letter head). Tenderers to provide a list of the five (5) clients together with the Contact Person(s), Telephone Numbers and Email addresses.	1 marks for each recommendation letter	5 Marks

	KPLC reserves the right to confirm authenticity and validity of the information provided.		
8.	Provide documentary evidence of certified paid-up capital-CR12 and a copy annual return from register of companies.	Above KShs. 1,000,000,000 (nominal shares) (0.5 Marks) KShs. 1,000,000,001 to 2,000,000,000 (nominal shares) (1 Marks) Over Kshs. 2,000,000,001 billion (2.5 Marks)	2.5 Marks
9.	Advance Insurance System- attach a current certified copy of contract with service provider for the purpose of this tender, it should be within the last 12 months before tender closing date.	Certified certificate by service provider (2.5) Marks	2.5 Marks
		Maximum Score	100 Marks

Only tenderers obtaining a minimum raw score of 75% shall proceed to the Financial Stage of Evaluation

The Procuring Entity reserves the discretionary right to waive any of the above requirements, if such waiver is applied uniformly and consistently to all the Recommended Underwriters and is in the interest of KPLC.

Only Recommended Underwriters who qualify in compliance with the requirements of this stage of evaluation shall progress to the Financial Stage of the evaluation.

Part III – Financial Evaluation Criteria under ITT 35. These are mandatory requirements.

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

3.1 This will include confirming the following details from the "Schedule of Prices Form" as per the format provided in this Tender Document :-

- (a) Premiums quoted;
- (b) Premium rates indicated;
- (c) Excesses quoted;
- (d) Discounts offered in monetary terms;
- (e) Recommended Underwriters' responsiveness;
- (f) Supporting Quotations from Recommended Underwriters and a consideration of any variations thereat;
- (g) For each policy, a consideration of the performance history of both the Tenderer and Recommended Underwriter specific to that particular policy;
- (h) Weighted Technical and Financial Scores of the Tenderer

- 3.2 KPLC shall not accept any acceptance conditions in any submitted bid. All clauses shall form an integral part of the policies.

- 3.3 KPLC shall only evaluate the proposals on the basis of responsiveness to the Tender Document requirements;

- 3.4 All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers and recommended underwriters to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.

3.4.1 For any tie in premiums KPLC will consider the following criteria:-

- (a) Applicable Excesses, Deductibles and restrictive policy conditions, and/or Warranties;
- (b) Technical Scores at Technical Evaluation (Insurance Brokerage Firms);
- (c) Clarification with Tenderers on any further discounts;
- (d) Involvement of Recommended Underwriter in selection of firm.

KPLC reserves the right to contact underwriters/insurers directly and confirm their quotation

4. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT 39), 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 tender 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 venture member 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 if all 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.

SECTION IV- TENDERING FORMS

1. Form of Tender

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

Date: _____

Tender No. _____

To:

The Kenya Power & Lighting Company PLC,
Stima Plaza,
Kolobot Road, Parklands,
P.O Box 30099 – 00100,
Nairobi, Kenya

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

ITT No.: 15.1[insert number of Tendering process]

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 KPLC 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.
- e) **Total Tender Price and Discounts:**
 - i) The total tender price is as tabulated below:

Total Tender Price (Kshs)	Total Price Discounts (if any) (Kshs)	Net Tender Price (Kshs)

ii) The total discounts offered are as tabulated above. (Specify in detail the method that shall be used to apply the discounts)

iii) The exact method of calculations to determine the net prices after application of discounts, for each policy for which a discount has been offered, is as shown below:

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;

- f) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- g) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of **ITT 4.3**, other than alternative Tenders submitted in accordance with **ITT 14**;
- h) **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;
- i) **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**];
- j) **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 have provided to KPLC the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form.
- (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].

Notes:

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.*

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender 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 KPLC	
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 and 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).....

i) 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 KPLC.**

- 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 KPLC	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 KPLC 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.		
7	Tenderer has a close business or family relationship with a professional staff of KPLC 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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	with a professional staff of KPLC 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 KPLC 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 _____ Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

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 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 KPLC*) 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 herein above is true to the best of my knowledge, information and belief.

..... (Title)
..... (Signature) (Date)

Bidder Official Stamp

FORM SD2

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

I, of P. O. Box being a resident of in the Republic of 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 KPLC*) 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 KPLC*) which is KPLC.

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 KPLC*).

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 the aforesaid bidder does not have any conflict of interest or pecuniary interest with any other tenderer participating in this tender

6. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official 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 and my responsibilities under the Code.

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

Name of Authorized Signatory

Sign.....

Position.....

Office address..... Telephone..... E-mail

Name of the Firm/Company.....

Date

(Company Seal/ Rubber Stamp where applicable)

Witness Name

Sign

Date

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

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 1.1 above.

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 below 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 subsection (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 KPLC under subsection (7) does not limit any legal remedy KPLC may have;
- v) An employee or agent of KPLC or a member of the Board or committee of KPLC 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 tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) 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 KPLC;
- vii) 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.

Incompliance with Kenya's laws, regulations and policies mentioned above, KPLC:

- 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 KPLC 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 KPLC of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPR A 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 debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts 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.

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 tendering, 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 KPLC 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
YEAR ONE: 01.07.2024 – 30.06.2025
LOT I**

(MUST BE SUBMITTED IN BOTH **PDF** & **EXCEL** FORMATS)

No.	Policy	Premium Rate(s)	Excesses/FCL/Deductibles Quoted	Premium Quoted (Kshs)	Price Discounts (If Any)	Net Premium (Kshs)	Underwriter Quotation	Recommended Underwriter
1.	Fire & Perils (Substations)	Option 1						
		Option 2						
2.	Fire & Perils (Conloss)	Option 1						
		Option 2						
3 (i)	Group Life Assurance (with Critical Illness, Last Expense & WIBA2007 Riders) OR;	Option 1						
3(ii)	Group Life Assurance (with Last Expense & Critical Illness Riders)AND	Option 2						
	Group Personal Accident/WIBA2007 Insurance							
4	Public Liability	Option 1						
		Option 2						

Notes to Tenderers:

1. Tenderers are to quote for all the policy options as provided for in KPLC's Schedule of Requirements;
2. Tenderers are to indicate all applicable premium rate(s);
3. The Excess/FCL/Deductibles must be indicated in full;
4. Premiums quoted must exactly match exactly the underwriter's quotation. Any variations between the premium quoted and the underwriter's quotation will be treated as a non-responsive quotation;
5. Price discounts must be indicated in monetary terms only and are only allowed on the applicable premium rate(s). Such price discounts must be supported by a letter from the underwriter (on their letterhead) supporting the discounts offered;
6. The underwriter's quotation must exactly match the Tenderer's Net Premium (after any applicable discounts);
7. Tenderers are to recommend only one (1) underwriter for each policy/policy option;
8. Tenderers are to recommend the same underwriter for both the Fire & Perils (Consequential Loss) and Fire & Perils (Substations) Policy;
9. The Schedule of Prices Form is to be signed by the person Authorized to Sign the Tender and stamped with the official stamp of the Tenderer;
10. Tenderers are encouraged to submit an Excel copy of the Schedule of Prices Form (Workbook Protected) in a USB Storage during the tender opening on 26th April 2024.

**SCHEDULE OF PRICES FORM
YEAR ONE: 01.07.2024 – 30.06.2025
LOT 2**

(MUST BE SUBMITTED IN BOTH **PDF & EXCEL** FORMATS)

No.	Policy	Premium Rate(s)	Excesses/FCL/Deductibles Quoted	Premium Quoted (Kshs)	Price Discounts (If Any)	Net Premium (Kshs)	Underwriter Quotation	Recommended Underwriter
1.	Air Travel							
2.	All Risks (Computers and Allied Equipment)							
3.	Aviation Hull (Bell Long Ranger)							
.								
.								
26	Terrorism & Sabotage							

Notes to Tenderers:

1. Tenderers are to quote for all the policy options as provided for in KPLC's Schedule of Requirements;
2. Tenderers are to indicate all applicable premium rate(s);
3. The Excess/FCL/Deductibles must be indicated in full;
4. Premiums quoted must exactly match exactly the underwriter's quotation. Any variations between the premium quoted and the underwriter's quotation will be treated as a non-responsive quotation;
5. Price discounts must be indicated in monetary terms only and are only allowed on the applicable premium rate(s). Such price discounts must be supported by a letter from the underwriter (on their letterhead supporting the discounts offered);
6. The underwriter's quotation must exactly match the Tenderer's Net Premium (after any applicable discounts);
7. Tenderers are to recommend only one (1) underwriter for each policy/policy option;
8. Tenderers are to recommend the same underwriter for policies to be combines as per Schedule of Requirements;
9. The Schedule of Prices Form is to be signed by the person Authorized to Sign the Tender and stamped with the official stamp of the Tenderer;
10. Tenderers are encouraged to submit an Excel copy of the Schedule of Prices Form (Workbook Protected) in a USB Storage during the tender opening on 26th April 2024.

**SCHEDULE OF PRICES FORM
YEAR TWO: 01.07.2025 – 30.06.2026**

LOT I

(MUST BE SUBMITTED IN BOTH PDF & EXCEL FORMATS)

No.	Policy	Premium Rate(s)	Excesses/FCL/Deductibles Quoted	Premium Quoted (Kshs)	Price Discounts (If Any)	Net Premium (Kshs)	Underwriter Quotation	Recommended Underwriter
1.	Fire & Perils (Substations)	Option 1						
		Option 2						
2.	Fire & Perils (Conloss)	Option 1						
		Option 2						
3 (i)	Group Life Assurance (with Critical Illness, Last Expense & WIBA2007 Riders) OR;	Option 1						
3(ii)	Group Life Assurance (with Last Expense & Critical Illness Riders)AND	Option 2						
	Group Personal Accident/WIBA2007 Insurance							
4	Public Liability	Option 1						
		Option 2						

Notes to Tenderers:

1. Tenderers are to quote for all the policy options as provided for in KPLC's Schedule of Requirements;
2. Tenderers are to indicate all applicable premium rate(s);
3. The Excess/FCL/Deductibles must be indicated in full;
4. Premiums quoted must exactly match exactly the underwriter's quotation. Any variations between the premium quoted and the underwriter's quotation will be treated as a non-responsive quotation;
5. Price discounts must be indicated in monetary terms only and are only allowed on the applicable premium rate(s). Such price discounts must be supported by a letter from the underwriter (on their letterhead) supporting the discounts offered;
6. The underwriter's quotation must exactly match the Tenderer's Net Premium (after any applicable discounts);
7. Tenderers are to recommend only one (1) underwriter for each policy/policy option;
8. Tenderers are to recommend the same underwriter for both the Fire & Perils (Consequential Loss) and Fire & Perils (Substations) Policy;
9. The Schedule of Prices Form is to be signed by the person Authorized to Sign the Tender and stamped with the official stamp of the Tenderer;
10. Tenderers are encouraged to submit an Excel copy of the Schedule of Prices Form (Workbook Protected) in a USB Storage during the tender opening on 26th April 2024.

**SCHEDULE OF PRICES FORM
YEAR TWO: 01.07.2025 – 30.06.2026
LOT 2**

(MUST BE SUBMITTED IN BOTH PDF & EXCEL FORMATS)

No.	Policy	Premium Rate(s)	Excesses/FCL/Deductibles Quoted	Premium Quoted (Kshs)	Price Discounts (If Any)	Net Premium (Kshs)	Underwriter Quotation	Recommended Underwriter
1.	Air Travel							
2.	All Risks (Computers and Allied Equipment)							
3.	Aviation Hull (Bell Long Ranger)							
.								
.								
26	Terrorism & Sabotage							

Notes to Tenderers:

1. Tenderers are to quote for all the policy options as provided for in KPLC's Schedule of Requirements;
2. Tenderers are to indicate all applicable premium rate(s);
3. The Excess/FCL/Deductibles must be indicated in full;
4. Premiums quoted must exactly match exactly the underwriter's quotation. Any variations between the premium quoted and the underwriter's quotation will be treated as a non-responsive quotation;
5. Price discounts must be indicated in monetary terms only and are only allowed on the applicable premium rate(s). Such price discounts must be supported by a letter from the underwriter (on their letterhead) supporting the discounts offered;
6. The underwriter's quotation must exactly match the Tenderer's Net Premium (after any applicable discounts);
7. Tenderers are to recommend only one (1) underwriter for each policy/policy option;
8. Tenderers are to recommend the same underwriter for policies to be combines as per Schedule of Requirements;
9. The Schedule of Prices Form is to be signed by the person Authorized to Sign the Tender and stamped with the official stamp of the Tenderer;
10. Tenderers are encouraged to submit an Excel copy of the Schedule of Prices Form (Workbook Protected) in a USB Storage during the tender opening on 26th April 2024.

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

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

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

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

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

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

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

Details of beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- % of shares	Directly..... % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No--- -	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly----- % of shares	Indirectly-----% of voting rights	2. Is this right held directly or indirectly?: Direct..... Indirect.....	2. Is this influence or control exercised directly or indirectly?
	Nationality				
	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				Direct.....
	Residential address				Indirect.....
	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				
	Personal Identification Number (where applicable)	Indirectly----- % of shares	Indirectly-----% of voting rights	2. Is this right held directly or indirectly?: Direct..... Indirect.....	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t					
.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be

published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

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

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

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

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

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

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

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

Bidder Official Stamp

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

5) Standstill Period

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

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

On behalf of KPLC:

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

Telephone: _____ **Email:** _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of KPLC 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 KPLC]

.....*[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 KPLC]

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 KPLC 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) KPLC 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 KPLC that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

[name of member] [Authorized Representative]

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

Beneficiary: _____ **Request for Tenders No.:** _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

PART II – SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V: SCHEDULE OF INSURANCE REQUIREMENTS

PART A: LOT ONE (1) POLICIES

No.	Policy
1.	Fire and Perils Insurances
1A.	Fire and Perils (Consequential Loss)
1B.	Fire and Perils (Substations)
2.	Staff Mortality & Morbidity Insurances
2A.	Group Life Assurance (with Critical Illness, Last Expense & WIBA2007 Riders) OR;
2B.	Group Life Assurance (with Last Expense & Critical Illness Riders)AND
2C.	Group Personal Accident/WIBA2007 Insurance
3.	Public/Products Liability (with Consequential Loss Rider)

COSTING INFORMATION

1A. FIRE & PERILS (CONSEQUENTIAL LOSS) INSURANCE

Indemnity against reduction in gross profit or increase in the cost of working following damage to property occasioned by fire, bushfire, subterranean fire, spontaneous combustion, lightning, explosion, earthquake, bursting or overflowing of water tanks and apparatus, impact with vehicles, riot, strike and malicious damage etc.

Coverage to include auditors' fees incurred in preparation of a claim under the policy and applies to all premises occupied within East Africa.

Coverage to include insured Off-Grid Power Stations

Indemnity Period – 12 months.

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

INTEREST/SUM INSURED:

- Gross Profit – Shs 47,399,424,000/=
- Increased Cost of Working – Shs 50,000,000.00
- Auditors' Fees – Shs 2,000,000.00

Excess: Maximum Kshs 15 million

Excess shall only be expressed in monetary terms and no time excess shall be allowed.

Tenderers who provide time excess in their quotations shall be considered as non-responsive.

Cancellation Notice: Minimum sixty (60) days.

Extensive Clauses

1. Denial of access
2. Fines and damages
3. Outstanding debit balances
4. Professional accountants
5. Payment on account
6. Alternative trading
7. Return premium
8. Declaration Premium Clause - Upward adjustment up to 33 1/3%, downward adjustment 50%
9. Salvage sale
10. Suppliers
11. Departmental
12. Failure of power supply
13. Deterioration of undamaged stock
14. Waiver of material damage
15. New, additional premises
16. Alternative basis of settlement
17. Increase in risk
18. Including standing charges
19. Including suppliers' extension
20. Claims preparation costs – Shs 2,000,000/=
21. Accumulated stocks
22. Special perils
23. Riot, strike and civil commotion
24. Malicious damage
25. Earthquake, fire and stock
26. Electrical III

1B. FIRE & PERILS (SUBSTATIONS) INSURANCE

Indemnity against loss or damage occasioned by fire, lightning, bushfire, full explosion, earthquake, volcanic eruption, fire and shock, riot, strike, malicious damage and special perils A-H including spontaneous combustion.

INTEREST/SUM INSURED:

- On transformers, (generation, transmission, distribution and auxiliary), circuit breakers, switchgear and other electrical equipment, control buildings and all other structures and contents within KPLC's substations and or switchyards anywhere within Kenya.

Sum Insured – **Kshs.19,545,000,000/=**

Cancellation Notice: Minimum sixty (60) days.

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

(b) Extensive Clauses

1. 72 hours
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents – Shs 20,000,000/=
6. Alterations
7. Appraisalment
8. Architects, quantity surveyors and consulting engineers
9. Automatic increase
10. Automatic reinstatement of loss
11. Breach of conditions
12. Bush fire
13. Capital addition – 20%
14. Computer system records
15. Contract works – Shs 20,000,000/=
16. Cost of demolition, site clearance, and erection of hoardings
17. Cost of re-erection
18. Cross liability
19. Debris removal costs
20. Designation of property
21. Electrical III
22. Expediting expenses
23. Fines and damages
24. Fire brigade charges
25. General interest
26. Goods in trust and or on commission or fees
27. Import duty
28. Including hazardous goods
29. Landlords fixtures and fittings
30. Mis-description
31. Mortgagee's
32. Municipal plans and scrutiny fees
33. Parking of vehicles

34. Payment on account
35. Property of employees and visitors – Shs 300,000/=
36. Public authorities
37. Public utilities
38. Arbitration
39. Reinstatement
40. Reinstatement value up to 24 months
41. Riot, strike and civil commotion
42. Spontaneous combustion
43. Subrogation waiver
44. Suppliers extension
45. Temporary removal
46. Tenants – either with the client as tenant or the client as owner
47. Vehicle load
48. VHF radio extension
49. Un-occupancy 60 days; No PMO
50. Including acts of terror

Table 1B. Summary of Substations
(see full list at the end of the document)

	Region	Substation Values (Kshs)
1	Coast	2,490,000,000
2	Central Rift	2,245,000,000
3	Mount Kenya	2,310,000,000
4	Nairobi	7,815,000,000
5	North Eastern	1,895,000,000
6	North Rift	860,000,000
7	South Nyanza	510,000,000
8	West Kenya	1,420,000,000
	Total	19,545,000,000

BASIS OF QUOTATION:

Tenderers MUST provide quotations for all the options listed below. This is a mandatory requirement and a tenderer who does not comply shall be considered as non-responsive:

OPTION ONE (1): 1st Layer KPLC Claims Retention on Aggregate – Kshs 100 million per year

No Excess for this Option;

1st Layer Claims Administration, including Loss Adjustment by Primary Underwriter

Entire costs of 1st Layer claims to be paid by KPLC cumulatively up to the limit of Kshs 100 million, thereafter all claims to be paid by Primary Underwriter up to Sum Insured limit.

OPTION TWO (2): FULL RISK INSURANCE

Maximum Excess: Kshs 5 million each and every loss

Standard Earthquake Excess to apply

2. STAFF MORTALITY & MORBIDITY INSURANCE

Provides compensation to employees and/or their dependants in the event of death from whatever cause and or accidental injury or occupational illness and on diagnosis of critical illness. Coverage to be on 24-hour basis without exception.

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

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

Where applicable, the policy shall be subject to annual declaration of earnings/premium and adjustment of risk premium subject to 33 1/3% upward adjustments and 50% downward adjustment.

No maximum limit for Critical Illness Cover.

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

Cancellation Notice: Minimum sixty (60) days

Free Cover Limit: Minimum Shs 25 million

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

Claims with disability awards of 7% or less to be discharged without requirement of medical re-examination.

Partial discharge and settlement of accidental medical expenses and temporary total disability claims on a quarterly basis.

2.1 EXTENSIVE CLAUSES, where applicable

1. Accumulation limit Shs 650 million
2. Age limit: 16 – 70 years
3. Disappearance clause, maximum 1 year
4. Declaration premium clause, with upward adjustment 33.33%, downward adjustment 50%
5. Worldwide cover
6. Exposure clause
7. Hijack clause
8. Mountaineering, excluding use of ropes and guides
9. Payment on account
10. Riot, strike and civil commotion
11. Trustees' clause
12. Use of motor cycles up to 750cc

13. Duty or pleasure
14. Including aviation risks whilst in Kenya Power owned or leased aircraft
15. Automatic addition/deletion clause
16. 24-hour cover
17. Deletion of active in service clause
18. Including acts of terror

2.2 SUMMARY OF STAFF DETAILS AS AT 29th FEBRUARY, 2024

No.	Staff Category	Count	Gross Earnings	Basic Earnings
1	3 Year Non-Union	10	15,693,757.44	11,086,689.60
2	3 Year Union	7	8,131,240.44	3,837,633.00
3	5 Year Non-Union	537	939,790,102.56	521,661,588.00
4	5 Year Union	1,969	2,304,609,030.60	943,731,957.36
5	County Bus. Manager	36	242,908,405.92	160,008,072.00
6	Departmental Manager	32	266,254,332.00	185,828,868.00
7	Deputy Manager	5	32,012,364.00	21,688,644.00
8	Executive	62	422,018,049.36	270,164,448.00
9	General Manager	13	139,113,319.08	98,733,013.08
10	MD & CEO	1	16,700,796.00	12,975,708.00
11	Regional Manager	8	68,351,766.00	49,146,516.00
12	Senior Standard	1,020	3,625,307,293.44	2,222,305,332.24
13	Standard	1,716	3,939,261,985.80	2,151,936,084.84
14	Temporary Non Union	337	234,331,118.40	159,158,709.24
15	Temporary Union	1,237	672,783,395.28	443,223,926.40
16	Union	3,522	6,293,350,238.64	2,926,454,070.24
17	Casuals	4,426	596,661,782.40	596,661,782.40
	Totals	14,938	19,817,278,977.36	10,778,603,042.40

2.3 STRUCTURE OF BENEFITS

No.	Benefit Type	Benefit Description	Eligible Staff
1.	Death In Service (Illness)	Four (4) years' basic salary	All Staff except Casuals, Temporary & 3-Year Union Staff
2.	Critical Illness Cover	30% death in service benefit	All except Casuals, Temporary & 3-Year Union Staff
3.	Last Expense (Illness)	Shs 200,000/= per deceased staff	All Staff (except Casuals)
4.	Permanent Total Disability:		
	(a) Occupational	Maximum eight (8) years' gross earnings	All Staff
	(b) Non-Occupational	Maximum four (4) years' gross earnings	All Staff except Casuals, Temporary & 3-Year Union Staff
5.	Accidental Death In Service:		
	(a) Occupational	Max eight (8) years' gross earnings	All Staff

	(b) Non-Occupational	Maximum four (4) years' gross earnings	All Staff except Casuals, Temporary & 3-Year Union Staff
	Accidental Last Expense	Shs 200,000/= per deceased staff	All Staff
6.	Occupational Illness Cover	Maximum eight (8) years' gross earnings	All Staff
7.	Temporary Total Disability		
	(a) Occupational	Maximum 104 weeks gross earnings	All Staff
	(b) Non-Occupational	Maximum 52 weeks gross earnings	All Staff except Casuals, Temporary & 3-Year Union Staff
8.	Accidental Medical Expenses	Maximum Shs 1,000,000/= each claimant, each accident	All Staff

Tenderers must provide quotations for all of the following Options:

OPTION ONE (1): COMBINED SOLUTION

2A. GROUP LIFE ASSURANCE (with CRITICAL ILLNESS, LAST EXPENSE & WIBA2007 RIDERS) OR;

OPTION TWO (2): SEGREGATED SOLUTION

2B. GROUP LIFE ASSURANCE (with CRITICAL ILLNESS AND LAST EXPENSE RIDERS) AND;

2C. GROUP PERSONAL ACCIDENT/WIBA 2007 (GPA/WIBA)

NB. Quotations for 2B and 2C above MUST be from different Recommended Underwriters.

3. PUBLIC/PRODUCTS LIABILITY (with CONSEQUENTIAL LOSS RIDER)

Indemnity against the Company's legal liability to third parties in respect of accidental death, bodily injury and or illness and or loss or damage to property arising out of the operations of the Company and its subsidiaries. All operational incidences, including negligence shall be covered.

Any incidence notified, reported, or intimated by the public or KPLC shall be deemed as proper notification and shall be covered.

The policy to be written on claims occurring basis.

Coverage to include the risks of consequential losses and/or business interruption.

The policy shall cover statutory obligations of the Company with regard to third party legal liabilities and in line with the Laws of Kenya.

Cancellation Notice – Minimum sixty (60) days.

3.1 LIMITS OF LIABILITY

- Any One Incidence/Period – Shs 1 billion
- Consequential Loss – Shs 500 million

3.2 : BASIS OF QUOTATION

Tenderers must provide quotations for **ALL** of the following Options

OPTION ONE (1): 1ST LAYER KPLC CUMULATIVE CLAIMS RETENTION OF KSHS 100 MILLION PER INSURANCE PERIOD

Policy Excess is not applicable for this option.

OPTION TWO (2): FULL RISK INSURANCE AS PER LIMITS OF LIABILITY

The Tenderers **MUST** provide quotations for both options.

3.3 EXTENSIVE CLAUSES

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

29. Guest effects – Shs 500,000.00 per guest
30. Subrogation waiver
31. Delivery risks
32. Private fire brigade
33. Private work for directors
34. Plant and machinery hired in/out
35. Food/beverage sold
36. Property in custody/control of the insured
37. Public utilities
38. Tree felling
39. Directors' liability
40. Senior executive officials' liability

4. NOTES ON LOT ONE (1) POLICIES

1. Award of these policies shall start with the highest priced policy with the highest budgetary impact and progress in descending order;
2. The Fire and Perils Policies shall be awarded to only one Tenderer with one(same) recommended underwriter;
3. A Tenderer, once awarded the Fire and Perils Policies as in (1) above, shall not be eligible for further award of the remaining Lot One Policies
4. No more than one (1) of the above three (3) or four (4) policies, as may be applicable, shall be awarded to any one (1) Tenderer.
5. Once awarded any of the three (3) or four (4) Lot One (1) policies as may be applicable, a Tenderer shall not qualify for further evaluation or award of the remaining Lot One (1) policies and all Lot Two (2) Policies.
6. The Tenderer shall ensure that the recommended underwriter for the Fire and Perils policies has the capacity to underwrite a **minimum lead of 30%**.
7. The allocation of co-insurance shares for the asset class policies shall be the primary responsibility of the tenderer in conjunction with the lead underwriter and the tenderer shall be required to deposit the co-insurance memorandum with KPLC. However, such allocation shall be at the discretion of KPLC.
8. The Public/Products Liability policy shall be awarded to only one (1) underwriter. The tenderer shall ensure that the recommended underwriter has the capacity to accept and underwrite the policy on 100% basis i.e. no co-insurance shall be allowed on the policy.
9. Tenderers shall submit quotations for the Fire and Perils (Consequential Loss) and Fire and Perils (Substations) policies from the same Recommended Underwriter.
10. Applicable excess under the Fire and Perils (Consequential Loss) shall be in monetary terms and not be either time franchise or percentile terms for consistency of evaluation.
11. All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.
12. Further, tenderers shall ensure sufficient re-insurance arrangements for Lot One (1) policies
13. Notwithstanding the above, the Procuring Entity reserves the right and discretion to amend and or waive any of the above requirements provided that such waiver is fair, consistent and is FIRST in the interest of KPLC.

LOT TWO (2) POLICIES

No.	Policy
1.	Air Travel
2.	All Risks (Computers and Allied Equipment)
3.	3A. Aviation Hull (Bell Long Ranger)
	3B. Group Personal Accident (Aviation Bell)
4.	4A. Burglary (Stock)
	4B. Fire and Perils (Stock)
5.	5A. Contractors' All Risks (Electrical Plant)
	5B. Contractors' All Risks (Transport Plant)
6.	Directors and Officers Liability
7.	Employers Liability (will be awarded to the RU for the GPA/WIBA policy)
8.	Engineering (Transformers and Circuit Breakers)
9.	Fire and Perils (Buildings)
10.	Fire and Perils (Off – Grid Power Stations)
11.	11A. Fidelity Guarantee Insurance
	11B. Money Insurance
12.	Group Creditor (Car Loans) Assurance
13.	13A. Group Medical Insurance (Directors)
	13B. Group Personal Accident (Directors)
14.	14A. Last Expense Assurance (Children)
	14B. Last Expense Assurance (Spouses)
15.	15A. Marine Cargo (Open Cover)
	15B. Goods In Transit (GIT) Cover
16.	Marine Hull
17.	Motor Commercial Passenger Liability (Company)
18.	Motor Commercial Third Party (Company)
19.	Motor Contingent Liability (Company)
20.	Motor Cycle Third Party (Company)
21.	Motor Private Comprehensive (Company)
22.	22A. Motor Private Comprehensive (Staff Loan)
	22B. Motor Private Comprehensive (Staff Non - Loan)
23.	Motor Private Third Party (Company)
24.	Motor Trade KG Plates (Company)
25.	Professional Indemnity Cover
26.	Terrorism and Sabotage

NOTES ON LOT TWO (2) POLICIES

1. Only tenderers who fail to qualify for award of Lot One (1) Policies shall be considered for evaluation and award of Lot Two (2) Policies.
2. Tenderers shall submit quotations for the following policies from the same recommended underwriter. The quotations should however, be separate for each policy:
 - Aviation Hull and Group Personal Accident (Aviation)
 - Fidelity Guarantee and Money Insurance
 - Fire and Perils (Stock) and Burglary (Stock)
 - Group Personal Accident (Directors) and Group Medical Insurance (Directors)
 - Last Expense (Children) and Last Expense (Spouses)
 - Motor Commercial (Third Party) (Company) and Motor Commercial Passenger Liability (Company)
 - Motor Private Comprehensive (Staff Loan) and Motor Private Comprehensive (Staff Non-Loan)
3. The Tenderer shall ensure that the recommended underwriter has the capacity to underwrite a **minimum lead of 30%** of the asset class policies.
4. The allocation of co-insurance shares for the asset class policies shall be the primary responsibility of the tenderer in conjunction with the lead underwriter and the tenderer shall be required to deposit the co-insurance memorandum with KPLC prior to contracting. However, such allocation shall be at the discretion of KPLC.
5. All applicable premium rates must be indicated together with the quotations. It is the responsibility of the tenderers to ensure that indicated premium rates are in compliance with the terms of the Recommended Underwriter's existing reinsurance treaties and are acceptable to the Insurance Regulatory Authority and that the Procuring Entity is not prejudiced in any manner whatsoever.
6. Motor Passenger Legal Liability shall be deemed to be incorporated in all motor commercial policies.
7. Tenderers are to submit quotations for Excess Protector for all Motor Policies.
8. The Employers Liability Policy shall be awarded to the Recommended Underwriter who shall have been awarded either Lot 1 policy 2A or 2C as the case may be.

Notwithstanding the above, the Procuring Entity reserves the right and discretion to amend and or waive any of the above requirements provided that such waiver is fair, consistent and is in the interest of KPLC.

LOT 2 – COSTING INFORMATION

2.1 Air Travel Insurance

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

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

Tenderers to provide a unit/unified premium rate per day of travel for this policy;

Tenderers to quote deposit premium taking into account historical travel data together with estimated annual premium as follows:-

Number of days travelled **01.07.2022 to 30.06.2023 = 251 days**

Estimated Premium **01.07.2022 – 30.06.2023 = Kshs ; Annual Premium approx. 1,000,000/=**

The policy to be written on a declaration basis, with premium payable on at least quarterly basis.
Policy to be awarded on the basis of the lowest evaluated premium rate per day of travel.

Excess: Maximum \$150 or in the case of time franchise, maximum 6 hours
Cancellation Notice: 60 days

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

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

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

Table 2.1: Proposed Air Travel Limits

No.	Benefit Category	Benefit	Limits	Excess
1.	Alternative Employee, Resumption of Assignment	Alternative Employee, Resumption of Assignment	\$3,000	Nil
2.	Emergency Assistance	Legal Assistance Abroad	\$1,500	Nil
		Premature Return	\$1,500	Nil
3.	Hijack, Kidnap and Wrongful Detention	Hijack	\$1,000	4 hours
		Kidnap, Wrongful Detention	\$75,000	4 hours
4.	Loss of Deposit, Trip Cancellation or Curtailment	Cancellation or Curtailment	\$2,500	\$100
		Loss of Deposit	\$2,000	\$100
5.	Luggage, Trade Samples, Personal Effects and Money	Loss or Theft	\$2,000	\$50
		Travel Delay	\$200	6 hours
6.	Medical Expenses	Accompanying Family Member	\$1,500	Nil
		Coffin Expense	\$1,300	Nil
		Follow up Treatment in Kenya	\$1,500	Nil
		Medical Evacuation Expenses	\$30,000	Nil
		Medical Expenses	\$200,000	\$100 Outpatient only
7.	Personal Accident	Death, Disability or Injury	\$60,000	Nil
		Education Fund Supplement per Child	\$750	Nil
		Spousal Accidental Death	\$2,500	Nil
8.	Personal Liability (Per Event)	Bodily Injury	\$300,000	\$150
		Material Damage	\$300,000	\$150

2.2 All Risks Insurance (Computers & Allied Equipment)

Indemnity against any unforeseen physical loss of or damage to equipment including hand held radio and communication sets and survey equipment, from any causes whatsoever at various locations countrywide. Coverage for portable items to extend to include worldwide coverage.

Coverage to include communication plant, equipment and spares under the distribution re-inforcement and upgrade radio projects and thermal imaging cameras used for transmission work. Coverage to include lightning risks.

Sum Insured: **Kshs. 4,061,851,600** as tabulated below:

Table 2.2 Breakdown of Sum Insured

(a) IT Equipment

No.	Description	Quantity	Value (Shs)
1.	Commvault & Media Servers	2	70,000,000
2.	SL 30000 Servers	2	200,000,000
3.	M8 Servers	2	300,000,000
4.	T5 – 8 Servers	2	300,000,000
5.	VDI Server	1	86,000,000
6.	HP Blade Server 3 par Storage Services	1	300,000,000
7.	FS1 Server	2	200,000,000
8.	Desktop Computers	350	24,500,000
9.	Laptops	200	14,000,000
10.	Electronic Tax Registers (ETRs)	160	11,200,000
		Total	1,505,700,000

(b) Telecommunication Equipment

#	Description	Quantity	Unit Value	Total Value
Radio Systems				
1	Astro Repeater	36	12,000,000	432,000,000
2	DMR Repeater	3	7,000,000	21,000,000
3	Astro Mobile radios	400	450,000	180,000,000
4	Astro Portable	500	300,000	150,000,000
5	DMR Portable	90	90,000	8,100,000
6	DMR Mobile	75	130,000	9,750,000
7	Cyclic Radio Repeaters	19	200,000	3,800,000
8	Astro MSO	4	14,000,000	56,000,000
9	DMR MSO	1	6,000,000	6,000,000
10	DMR Dispatch	1	4,000,000	4,000,000
11	Astro Dispatch Consoles	5	2,500,000	12,500,000
12	SCADA/ADMS Remote radios	900	25,000	22,500,000
FTTx				
13	OLTs	4	7,050,400	28,201,600
14	Routers	7	15,100,000	105,700,000
15	Servers	3	16,400,000	49,200,000
Telecom Transport				
16	FOX 512	8	3,000,000	24,000,000
17	FOX 515	72	5,000,000	360,000,000
18	FOX 612	10	4,000,000	40,000,000
19	FOX 615	60	8,500,000	510,000,000
20	Loop Switches	65	200,000	13,000,000
21	Loop Mux	14	1,000,000	14,000,000
22	Huawei Mux	4	2,000,000	8,000,000
23	SV9500 PABX	1	10,000,000	10,000,000
24	FOXMAN Sever	1	5,000,000	5,000,000

25	Substation UPS	8	3,000,000	24,000,000
				SCADA Systems
26	Servers	8	25,000,000	200,000,000
27	RTUs	256	950,000	243,200,000
28	Switches	36	450,000	16,200,000
Total				2,556,151,600

Excess: 10% EEL, maximum Shs 15,000/=
Cancellation Notice: Minimum sixty (60) days.

2.2.1 Extensive Clauses

1. Automatic additions/deletions
2. Automatic reinstatement of loss
3. Reinstatement value
4. Riot, strike, civil commotion
5. Theft
6. Transit risks
7. Mechanical and electrical breakdown subject to satisfactory maintenance agreement with manufacturers and or agents
8. Fire and lightning
9. Landslide
10. Mobile and portable equipment
11. Airfreight
12. Overtime, night work, express freight
13. Full replacement value (fire and perils)
14. Including acts of terrorism

2.3 Aviation Hull Insurance (Bell Helicopter)

Indemnity against loss, destruction, damage to the aircraft including cover for third party liability subject to the policy terms and conditions. Policy to cover war risks.

- Make: Bell 407 Helicopter
- Registration: 5Y-ETX
- Serial Number: 53929
- Seating Capacity: Seven (7)

Usage to include Company Business, Hire, Evacuation by Non-Governmental Organization and or any authorized Government and Quasi-Governmental Organization.

Territorial Limits – Africa including the Indian Ocean Islands

Excess – Maximum \$5,000 on Hull only

Cancellation Notice – Minimum sixty (60) days

2.3.1 Sums Insured and Limits of Liability

- Hull – USD 3,740,000/= successful bidder to issue cover on agreed value as per valuation by Tenderer.
- Third Party Liability – Any One Event Shs 100 million, Any One Period Unlimited
- Passenger Liability – Shs 6 million per Passenger
- Baggage and Personal Articles – Shs 4,000/= per Passenger
- Life Line Tools and Equipment – Shs 10 million

2.4 Burglary (Stock) Insurance

Indemnity against loss, destruction or damage to stores (stock, materials and equipment) arising from forcible or violent entry and or exit from Company premises countrywide.

Estimated Stock Value – **Shs 11, 336,646,655.46**

Excess: 10% EEL, maximum Shs 1 million

Cancellation Notice: Minimum sixty (60) days

Tenderers to indicate proposed co-insurers and their percentile limits.

2.4.1 Extensive Clauses

1. Average for full value
2. All other contents – Shs 3 million
3. Including long term agreement – 2 years
4. Automatic reinstatement
5. Books and Safe
6. Designation of property
7. Including collusion
8. Including goods in open/outbuildings
9. Goods held in trust or on commission
10. Hold up or threat of assault
11. Internal removal elsewhere
12. Other tenants
13. Reinstatement of value
14. Including riot, strike and civil commotion
15. Temporary removal elsewhere
16. Including terrorism acts

2.5 Contractors All Risks (Electrical Plant)

Indemnity against any unforeseen and sudden physical loss or damage from any cause not specifically excluded, in a manner necessitating repair or replacement. Coverage to include transit risks while being ferried anywhere within Kenya.

- Sum Insured – Shs 306,375,000/=
- Excess: Maximum Shs 50,000 EEL
- Cancellation Notice: Minimum sixty (60) days.

Table 2.5 – Summary List of Insured Plant

No.	Location	Units	Total Value (Shs)
1.	Central Workshop, Nairobi	27	232,500,000
2.	Eldoret Workshop	7	30,025,000
3.	Mombasa Workshop	7	43,850,000
	Totals	41	306,375,000

Table 2.5.1 – Central Workshop, Nairobi

No.	Type of Equipment	Manufacturer	Identification Code	Value (Shs)
1	Coil Winding machine	BroomField	Model 600	10,000,000
2	Coil Winding machine	BroomField	Model 700	10,000,000
3	Standby Generator	Cummins Power Generation	S No. EU8KANQ750	7,000,000
4	Oil Filtration Machine	Fluidex	Trailer No. ZB 4884	25,000,000
5	Oil Filtration Machine	Enervac	Model AV-403T-S-C-AR	35,000,000
6	Oil Filling machine	Enervac	Model E 856A-1000-2-40-AM	10,000,000
7	Overhead Mobile Cranes	Demag	Two Crab overhead crane (40 Ton)	20,000,000
8	Overhead Mobile Cranes	Unknown	Two Crab overhead crane (5 Ton)	15,000,000
9	Overhead Mobile Cranes 2No.	STAHL	Ser.no K730363 Ser.no K730364	12,000,000
10	Workshop	Local fabrication	Transformer repair workshop	30,000,000
11	Overhead Mobile Cranes 2No.	STAHL	Ser.no 33279 Ser.no 33280	10,000,000
12	Workshop	Local fabrication	Transformer repair workshop	10,000,000
13	Capacitance and Dissipation Factor test set	Biddle	s/no 2611	2,000,000
14	Capacitance and Dissipation Factor test set	Megger		1,500,000
15	Insulation Analyzer	Doble	S/no. 110810290	4,000,000
16	Sweep Frequency Analyzer	Doble	S/no. 120600289	2,000,000
17	Dissolved Gas Analyzer	Kelman	-	4,000,000
18	Dissolved Gas Analyzer	Kelman	-	3,000,000
19	Power Analyzer	AV Power	S/No 3319	2,000,000
20	Micro – Ohmeter	Tinsley	S/no 5895	2,000,000
21	Oil Test set	Megger	101024139	2,500,000

22	Oil Test set	Megger	1010241	2,500,000
23	Transformer Turns Ratio	Megger	Model 550503-47	3,000,000
24	Insulation Analyser Toshiba Laptop	Doble Doble Toshiba	M4110 Ser.no 110800736 M4100 Ser.no. 021010515 Ser.no 3A303471K	6,500,000
25	Transformer Turns Ratio test set	VANGUARD	Ser.no. 20110	1,500,000
26	Oil Test set	Megger	OTS 60 PB	1,000,000
27	Oil Test set	Megger	Ser.No. 101013523 OTS 60 PB	1,000,000
			Sub-Total	232,500,000

Table 2.5.2 – Eldoret Workshop

No.	Type of Equipment	Manufacturer	Identification code	Value (Shs)
1	Air compressor	Fima	Model spk 55 500 hp 7.5	500,000
2	Oil Test set	Megger	Ser.No. 101013523 OTS 60 PB	1,000,000
3	Insulation Analyser Toshiba Laptop	Doble Doble Toshiba	M4110 Ser.no 110800736 M4100 Ser.no. 021010515 Ser.no 3A303471K	6,500,000
4	Transformer Turns Ratio test set	VANGUARD	Ser.no. 20110	1,500,000
5	Insulation Resistance Tester	Megger	MIT 520/2	400,000
6	Overhead Mobile Cranes 2No.	STAHL	Ser.no 33279 Ser.no 33280	10,000,000
7	Transformer Drying unit(Oven)	Local fabrication	Oven baking	350,000
8	Workshop	Local fabrication	Transformer repair workshop	10,000,000
			Sub-Total	30,025,000

Table 2.5.3– Mombasa Workshop

No.	Type of Equipment	Manufacturer	Identification code	Value (Shs)
1	Air compressor	Bros EA Ltd	–	100,000
2	Oil Test set	Megger	OTS 60 PB	1,000,000
3	Air Compressor	ABAC	FC00070	50,000
4	Insulation Resistance Tester	1.megger 1kv 2. Metrel 5kv	MIT420- EN/080508/2778 07500095	100,000 400,000
5	Overhead Mobile Cranes	STAHL	Ser.no K730363 Ser.no K730364	12,000,000

	2No.			
6	Transformer Drying unit (Oven)	Local fabrication	Oven baking	200,000
7	Workshop	Local fabrication	Transformer repair workshop	30,000,000
			Sub-Total	43,850,000

2.6 Contractors All Risks (Transport Plant)

Indemnity against any unforeseen and sudden physical loss or damage from any cause not specifically excluded, in a manner necessitating repair or replacement. Coverage to include transit risks anywhere within Kenya.

The policy to cover specialized transport equipment such as mounted cranes and hiabs, compressors, tele-loggers, street-lighting buckets etc.

Sum Insured – Shs. 2,039,969,789.51

Excess: Maximum Shs 100,000 EEL

Cancellation Notice: Minimum sixty (60) days.

Table 2.6: Summary List of Insured Plant

NO	Model Name	Estimated Value Totals	No of Plants
1	10 ton Meter truck mounted cranes	23,800,000.00	2
2	138kv Liveline equipment	64,231,779.15	4
3	16 Meter uninsulated elevated work platforms	21,210,000.00	3
4	3.7 ton Hiab lifting crane	20,468,160.00	2
5	4.9 ton Capacity crane	2,970,103.05	1
6	46 kv Liveline equipment	487,473,160.51	35
7	Compressor comp air comp air c50	3,008,384.47	4
8	Compressor grundomat	874,575.00	1
9	Compressor xahs 186d	7,293,681.33	3
10	Crane 3.7 ton capacity	67,437,408.52	11
11	Crane 3.7 ton capacity & auger	363,548,241.72	60
12	Crane 4.4 ton capacity	985,917.55	2
13	Crane 5.1 ton capacity	66,760,252.45	33
14	Crane 9.2 ton capacity	42,789,495.76	6
15	Forklift hyster h5.oft	38,145,974.98	16
16	Forklift hyster h8.oft	25,666,464.28	11
17	Forklift jungheinrich efg 550	8,602,050.60	2
18	New plants & equipment's FY 2023 /2024	350,000,000.00	VARIOUS
19	Pole logger	62,324,289.15	9
20	Seven hydraulic long reach chain saws	59,734,040.00	7
21	Street lighting bucket	167,878,099.46	35
22	Telelogger manitou mt732	9,945,450.52	3
23	Telelogger pole logger telelogger 220a	128,485,779.83	32
24	Three pedestral mounted ladders	10,200,000.00	3
25	Tractor itmco itm 285 2wd	971,250.62	1
26	Tractor massey ferguson mf 174	643,536.84	1
27	Tractor new holland tt75 2wd	2,088,538.92	2
28	Tractor solanika 4wd 90rx solis	2,433,154.81	1
	Grand Total	2,039,969,789.51	291

2.7 Directors & Officers Liability Insurance

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

Table 2.7 (a): Details of Shareholding over 15%

Name	Ordinary Shares	4% Preference Shares	7% Preference Shares	Total	Percentage
PS, The National Treasury	977,641,695	656,808	193,531	978,492,034	50.086%

Table 2.7 (b): Gross Revenues and Asset Base

Financial Year	Gross Revenue (Shs '000)	Asset Base (Shs '000)
30 th June, 2021	144,119,605	331,206,664
30 th June, 2022	157,353,254	329,708,799
30 th June 2023	190,974,954	352,725,272

Annual Limit of Liability – Shs 300 million

No. of Directors and Managers – 66

Excess: 5% EEL, maximum Shs 1 million

Cancellation Notice: Minimum sixty (60) days.

Claim Notification for Criminal cases shall be on acquittal and not arraignment.

2.7.1 Extensive Clauses

1. Advancement of defence and claim costs
2. Past, present and future directors
3. Loss of documents
4. Spousal interest
5. Discovery period – 36 months
6. Employment practices liability
7. Automatic cover for subsidiaries whose assets exceed 10% of the total insured assets
8. Discrimination – race, creed, sex, age or sexual preference
9. Libel and slander
10. Insured versus insured for
11. Shareholders' derivative actions
12. Liquidator/receiver actions (direct or derivative)
13. Claims by former directors, officers or employees
14. Cross-Liability
15. Side C (Corporate/Entity Cover)
16. Lifetime run-off cover for directors
17. Outside directorships
18. Defamation
19. Emergency Costs
20. Corporate Manslaughter

21. Extradition proceedings
22. Public Relations Expenses

2.8 Employers Liability Insurance (Common Law)

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

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

Estimated Annual Wage Roll – Shs **19,817,278,977.36**

2.8.1 Limits of Liability:

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

Excess: NIL

Cancellation Notice: Minimum sixty (60) days

2.8.2 Extensive Clauses

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

2.9 Engineering Insurance (Transformers & Circuit Breakers)

Indemnity against sudden and unforeseen damage to machinery whilst working, at rest or dismantling or erection for inspection or repair, excluding risks normally covered under standard fire/perils policy.

Sum Insured – Shs 2,653,000,000/= (as below)

No.	Sub-Station	Insured Value (Kshs)
1.	Lessos	220,000,000
2.	Rabai	250,000,000
3.	Ruaraka	160,000,000
4.	Kamburu	461,000,000
5.	Dandora	451,000,000
6.	Embakasi	248,000,000
7.	Juja	375,000,000
8.	Kipevu	173,000,000
9.	Industrial	50,000,000
10.	Nairobi North	160,000,000
11.	Olkaria II	105,000,000
	Total	2,653,000,000

Excess: Maximum Shs 1 million, EEL

Cancellation Notice: Minimum sixty (60) days.

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

2.9.1 Extensive Clauses

1. Automatic reinstatement of loss
2. Including fuel gas explosion
3. Expediting expenses including airfreight and overtime
4. Excluding escalation clause
5. Including inundation and silting up
6. Reinstatement value clause
7. Riot, strike and civil commotion
8. Surrounding own/third party property liability

2.10 Fidelity Guarantee Insurance

Provide indemnity in respect of all pecuniary losses suffered as a result of the infidelity or dishonesty of employees or positions declared. A blanket type of cover is anticipated for all employees. Coverage to include electronic fraud.

2.10.1 Interest/Sum Insured:

- Any One Claim – Shs 100 million
- Any One Person – Shs 50 million
- Any One Period – Shs 500 million

Excess: 10% EEL, maximum Shs 500,000/=

Cancellation Notice: Minimum sixty (60) days.

2.10.2 Extensive Clauses

1. Automatic additions/deletions
2. Automatic reinstatement of loss
3. Including Collusion
4. Discovery period – 36 months after termination of employment and or 18 months after the lapse of policy
5. Claim preparation costs, up to Shs 2 million
6. Kenya jurisdiction
7. Loss of stores, stocks and any pecuniary loss by employee
8. Including electronic fraud – Shs 200 million

2.11 Fire & Perils (Buildings) Insurance

Indemnity against loss or damage occasioned by fire, lightning, full earthquake, standard explosion, volcanic eruption, bush fire, riots and strikes. Malicious damage and special perils (A-H), including Contents, Fixtures and Fittings anywhere in Kenya. Buildings are spread countrywide. Coverage to include alternative accommodation.

Buildings & Contents:

No.	Location	Sum Insured (Shs)
1.	Electricity House, Nairobi	2,176,000,000.00
2.	Stima Plaza, Nairobi (Contents Only)	250,000,000.00
3.	Electricity House, Mombasa	900,000,000.00
4.	Electricity House, Kisumu	327,000,000.00
5.	Electricity House, Nakuru	167,700,000.00
6.	Stima House, Nyeri	45,000,000.00
7.	Stima House, Kakamega	75,000,000.00
8.	Electricity House, Nyahururu	28,300,000.00
9.	Roysambu Depot	34,000,000.00
10	Ruaraka Complex	378,033,000.00
11	Kenya Power International	508,000,000.00
12	Ragati Apartments	50,000,000.00
13	South C Complex	8,000,000.00
14	Isiolo Road Complex	132,000,000.00
15	Donholm Complex	158,500,000.00
16	Mbaraki Complex	109,500,000.00
17	Other buildings, workshops, houses, contents and KPLC – Used premises anywhere in Kenya	1,642,907,000.00

Excess: NIL

Cancellation Notice: Minimum sixty (60) days

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

2.11.1 Extensive Clauses

1. 72 hours
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents – Shs 30,000,000/=
6. Alterations
7. Alternative Accommodation
8. Appraisalment
9. Architects, quantity surveyors and consulting engineers
10. Automatic increase
11. Automatic reinstatement of loss
12. Breach of conditions
13. Bush fire
14. Capital addition – 20%
15. Computer system records
16. Contract works – Shs 20,000,000/=
17. Cost of demolition, site clearance, and erection of hoardings
18. Cost of re-erection
19. Cross liability
20. Debris removal costs
21. Designation of property
22. Electrical III
23. Expediting expenses
24. Fines and damages
25. Fire brigade charges
26. General interest
27. Goods in trust and or on commission or fees
28. Including hazardous goods
29. Import duty clause
30. Landlords fixtures and fittings
31. Loss of Rent Receivable – 12 months
32. Mis-description
33. Mortgagee's
34. Municipal plans and scrutiny fees
35. Parking of vehicles

36. Payment on account
37. Property of employees and visitors – Shs 250,000/= per person
38. Public authorities
39. Public utilities
40. Reinstatement value up to 24 months
41. Riot, strike and civil commotion
42. Spontaneous combustion
43. Subrogation waiver
44. Suppliers extension
45. Temporary removal
46. Tenants – either with the client as tenant or the client as owner
47. Vehicle load
48. VHF radio extension
49. Un-occupancy 30 days; No PMO
50. Including acts of terror

2.12 Fire & Perils (Off-Grid Power Stations) Insurance

Indemnity against loss or damage occasioned by fire, lightning, full earthquake, standard explosion, volcanic eruption, bush fire, riots and strikes, malicious damage and special perils (A-H). Buildings spread countrywide.

2.12.1 Interest/Sum Insured:

- On transformers, (generation, transmission, distribution and auxiliary), circuit breakers, switchgear and other electrical equipment, control buildings and all other structures and contents within the Off-Grid Power Stations anywhere within Kenya.
- Sum Insured – Shs 4,210,000,000.00

Excess: Maximum Shs 2 million, EEL

Cancellation Notice: Minimum sixty (60) days.

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

2.12.2 Extensive Clauses

1. 72 hours
2. 85% average condition
3. Accidental error or omission
4. Adjoining building
5. All other contents – Shs 20,000,000/=
6. Alterations
7. Appraisalment
8. Architects, quantity surveyors and consulting engineers
9. Automatic increase
10. Automatic reinstatement of loss

11. Breach of conditions
12. Bush fire
13. Capital addition – 20%
14. Computer system records
15. Contract works – Shs 20,000,000/=
16. Cost of demolition, site clearance, and erection of hoardings
17. Cost of re-erection
18. Cross liability
19. Debris removal costs
20. Designation of property
21. Electrical III
22. Expediting expenses
23. Fines and damages
24. Fire brigade charges
25. General interest
26. Goods in trust and or on commission or fees
27. Including hazardous goods
28. Import duty clause
29. Landlords fixtures and fittings
30. Mis-description
31. Mortgagee's
32. Municipal plans and scrutiny fees
33. Parking of vehicles
34. Payment on account
35. Property of employees and visitors – Shs 200,000/= per person
36. Public authorities
37. Public utilities
38. Arbitration
39. Reinstatement
40. Reinstatement value up to 24 months
41. Riot, strike and civil commotion
42. Spontaneous combustion
43. Subrogation waiver
44. Suppliers extension
45. Temporary removal

46. Tenants – either with the client as tenant or the client as owner
47. Vehicle load
48. VHF radio extension
49. Un-occupancy 60 days; No PMO
50. Including acts of terror

Table 2.12.1 List of Off-Grid Power Stations

No.	Power Station	Value (Shs)
1.	Lodwar	200,000,000.00
2.	Mandera	220,000,000.00
3.	Marsabit	250,000,000.00
4.	Moyale	100,000,000.00
5.	Wajir	400,000,000.00
6.	Habaswein	90,000,000.00
7.	El Wak	90,000,000.00
8.	Mfangano	60,000,000.00
9.	Baragoi	90,000,000.00
10	Eldas	90,000,000.00
11	Takaba	90,000,000.00
12	Rhamu	90,000,000.00
13	Banisa	90,000,000.00
14	Lokichogio	100,000,000.00
15	Lokori	90,000,000.00
16	Kakuma	120,000,000.00
17	Dadaab	120,000,000.00
18	Faza	120,000,000.00
19	Kiunga	90,000,000.00
20	Kotulo	90,000,000.00
21	Korondile	90,000,000.00
22	Kamor Liban	90,000,000.00
23	Lokitaung	90,000,000.00
24	Lokiriama	90,000,000.00
25	Hulugho	90,000,000.00
	TOTAL	3,040,000,000.00

Table 2.12.2 List of Solar Min-grids

No	Solar Mini-grid Station	Value (Shs)
1	Biyamadhow Mini-Grid station	45,000,000.00
2	Sarif Solar Mini-grid	45,000,000.00
3	Basir Solar Mini-grid	45,000,000.00
4	Gurar Solar Mini-grid	45,000,000.00
5	Sarman Solar Mini-grid	45,000,000.00
6	Riba Solar Mini-grid	45,000,000.00
7	Hadado Solar Mini-grid	45,000,000.00
8	Gari Hills Solar Mini-grid	45,000,000.00
9	Shimbir Fatuma Solar Mini-grid	45,000,000.00
10	Burduras Solar Mini-grid	45,000,000.00
11	Kiliweheri Solar Mini-grid	45,000,000.00
12	Arabia Solar Mini-grid	45,000,000.00
13	Ashabito Solar Mini-grid	45,000,000.00
14	Ambalo Solar Mini-grid	45,000,000.00
15	Illaut Solar Mini-grid	45,000,000.00
16	Balesa Solar Mini-grid	45,000,000.00
17	Eliye (Ille) Solar Mini-grid	45,000,000.00
18	Lowareng Solar Mini-grid	45,000,000.00
19	Letea Solar Mini-grid	45,000,000.00
20	Lopeduru Solar Mini-grid	45,000,000.00
21	Kangangipur Solar Mini-grid	45,000,000.00
22	Napelilim Solar Mini-grid	45,000,000.00
23	Sangailu Solar Mini-grid	45,000,000.00
24	Liboi Solar Mini-grid	45,000,000.00
25	Eldera Solar Mini-grid	45,000,000.00
26	Garsweino Solar Mini-grid	45,000,000.00
	Total	1,170,000,000.00

2.13 Fire & Perils (Stock) Insurance

Indemnity against loss or damage occasioned by fire, lightning, bushfire, full explosion, earthquake, volcanic eruption, fire and stock, riot, strike, malicious damage and special perils A-H, including spontaneous combustion.

2.13.1 Interest/Sum Insured:

- On stock, stores, unused cables, unused high tension wires, office contents, documents, tools etc. anywhere within Kenya, including poles in the open and or in enclosed premises excluding high tension wires, transmission and distribution lines. Coverage to include office contents and electronics.
- Total Stock Value – Shs 11,436,646,655.46/=
- Estimated Maximum Loss – Shs 2,000,000,000.00 per incidence.

Excess: Maximum Shs 5 million, EEL

Cancellation Notice: Minimum sixty (60) days.

Successful tenderers to submit proposed co-insurers and their percentile limits as part of the post-qualification criteria.

2.13.2 Extensive Clauses

- 1.72 hours
- 2.85% average condition
- 3.Accidental error or omission
- 4.Adjoining building
- 5.All other contents – Shs 20,000,000/=
- 6.Alterations
- 7.Appraisalment
- 8.Architects, quantity surveyors and consulting engineers
- 9.Automatic increase
10. Automatic reinstatement of loss
11. Breach of conditions
12. Bush fire
13. Capital addition – 20%
14. Computer system records
15. Contract works – Shs 20,000,000.00
16. Cost of demolition, site clearance, and erection of hoardings
17. Cost of re-erection
18. Cross liability
19. Debris removal costs
20. Designation of property
21. Electrical III
22. Expediting expenses
23. Fines and damages
24. Fire brigade charges
25. General interest
26. Goods in trust and or on commission or fees

27. Including hazardous goods
28. Import duty clause
29. Landlords fixtures and fittings
30. Mis-description
31. Mortgagee's
32. Municipal plans and scrutiny fees
33. Parking of vehicles
34. Payment on account
35. Property of employees and visitors – Shs 200,000.00 per person
36. Public authorities
37. Public utilities
38. Reinstatement
39. Reinstatement value up to 24 months
40. Riot, strike and civil commotion
41. Spontaneous combustion
42. Subrogation waiver
43. Suppliers extension
44. Tenants – either with the client as tenant or the client as owner
45. Vehicle load
46. VHF radio extension
47. Un-occupancy 60 days; No PMO
48. Including acts of terror

2.14 Group Creditor (Car Loans) Assurance

Provides cover on car loan balances for staff who have Company guaranteed car loans in the event of death while in service.

2.14.1 Interest/Sum Insured:

Outstanding Car Loan Balances – Kshs. 300,000,000

Free Cover Limit: Minimum Shs 6 million.

Cancellation Notice: Minimum sixty (60) days

Automatic additions/deletions – 6 months

Errors and omissions clause to be incorporated.

2.15 Group Medical Insurance (Directors)

Provides comprehensive medical insurance cover to eight (8) non-executive board members in the event of illness.

Cover to include all NHIF accredited hospitals.

Cancellation Notice: Minimum sixty (60) days.

2.15.1 Interest/Sum Insured:

- Outpatient – Shs 100,000.00

- Inpatient – Shs 2 million per annum
- In Patient Bed/Room Limit – Minimum Shs 40,000.00 per day
- Funeral Expenses – Shs 100,000.00

Excess: NIL

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

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

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

2.15.2 Extensive Clauses:

1. Including Pre-existing conditions, where so declared, up to policy limit
2. Including Chronic illness
3. Age – up to 80 years.
4. Including optical up to outpatient limit
5. Including dental illness up to outpatient limit.
6. Private Rooms subject to policy limits.

2.16 Group Personal Accident Insurance (Aviation Bell)

Provides compensation for death or disablement resulting from accidental bodily injury sustained by the insured's employees as well as aircraft crew arising out of the use of the aircraft. The policy is designed to cover one (1) pilot and six (6) passengers and cover is 24 hours' duty or pleasure, worldwide.

Excess: NIL

Cancellation Notice: Minimum sixty (60) days.

Table 2.16 Interests and Sums Insured

No.	Benefit Category	Pilot	Passengers
1.	Permanent Total Disability	Maximum Shs 6 million	Maximum Shs 2 million
2.	Medical Expenses, Airfare	Maximum Shs 500,000	Maximum Shs 500,000

2.16.1 Extensive Clauses

1. Accumulation limit Shs 100 million
2. Age limit: 16 – 70 years
3. Disappearance clause – 12 months
4. Worldwide cover
5. Exposure clause
6. Hijack clause
7. Mountaineering, excluding use of ropes and guides
8. Payment on account
9. Riot, strike and civil commotion
10. Trustees' clause
11. 24 hours duty or pleasure
12. Including aviation risks
13. Claim notification – within sixty (60) days

14. Including acts of terror

2.17 Group Personal Accident Insurance (Directors)

Provides compensation for death or disablement, including incurred medical expenses and airfare, resulting from accidental bodily injury sustained by the insured's eight (8) non-executive board members.

Excess: NIL

Cancellation Notice: Minimum sixty (60) days.

2.17.1 Interests and Sums Insured

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

2.17.2 Extensive Clauses

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

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

2.18 Last Expense Assurance (Children)

Provides compensation to the employee payable upon the death of an employee's child to finance funeral expenses.

- Estimated Number of Children – 1,850
- Sum Assured per Child – Shs 100,000.00
- Excess – NIL
- Automatic additions/cancellations
- Including errors and omissions
- Claim notification – minimum sixty (60) days
- Cancellation Notice – Minimum sixty (60) days.

2.19 Last Expense Assurance (Spouses)

Provides compensation to the employee payable upon the death of an employee's spouse to finance funeral expenses.

- Number of Spouses – 1,867
- Sum Assured per Spouse – Shs 100,000.00
- Excess – NIL
- Automatic additions/cancellations
- Including errors and omissions
- Claim notification – minimum sixty (60) days
- Cancellation Notice – Minimum sixty (60) days.

2.20 Marine Cargo (Open Cover) & Goods In Transit (Cover)

Indemnity against loss, destruction, damage to machinery, machinery spare parts. Including generators, transformers, switchgear, voltage regulators, electrical cables, insulators and or chemicals and other similar interest packed in drums and or crates.

All other interest and methods of packing held covered at terms and conditions to be agreed. War and kindred risks covered.

Incorporating Goods in Transit (GIT) cover and standard extensive clauses.

Voyage: From Ports and or Places in the World to Final Destination in Kenya, by Steamer and or Airfreight and or Parcel Post and or Road and or Rail Conveyance.

Estimated Annual Conveyance: Kshs 100,000,000/=

Excess – NIL.

Cancellation Notice – Minimum sixty (60) days.

Tenderers to indicate all applicable premium rates i.e. Land, Sea, Air, and GIT and include war risks and applicable stamp duties for each category.

Basis of evaluation for this policy shall be the sum total of all applicable premium rates.

2.20.1 Extensive Clauses

1. Institute standard conditions for cargo contracts
2. Institute cargo clause "A"
3. Institute war clauses (cargo)
4. Institute strikes clauses (cargo)
5. Institute war clauses (sending by post)
6. Institute cargo clauses (Air)
7. Institute war clauses (air cargo) and/or institute strikes clause (air cargo)
8. Institute Replacement clause
9. Institute classification clause
10. Institute radioactive contamination exclusion clause
11. Deck cargoes other than containerized held covered
12. Express replacement clause

13. Including concealed damage
14. Duty clause – including loss and expense incurred by the assured occasioned by circumstances outside their control to substantiate any claim for rebate of duty.
15. Insolvency exclusions clause (JC93)
16. Parcel post
17. Protection of brand name clause
18. Second hand replacement clause – machinery
19. Transshipment held covered
20. Transit extension Voyage Clause
21. Debris removal and destruction cost
22. Including loading and unloading
23. Salvage clause
24. Claims co-operation clause
25. Duty clause
26. Surveys clause
27. Errors and omissions
28. Seals intact clause
29. Undetected damage clause

2.21 Marine Hull Insurance

Indemnity against loss, destruction, damage to boats owned and or operated by the Company. Cover to include third party and passenger liability.

2.21.1 Interest and Sums Insured

On four (4) boats owned and or operated by the Company:

- Total Sum Insured – Shs 10 million
- Third Party Liability – Shs 50 million each boat
- Passenger Liability – Shs 50 million each boat

Excess – NIL

Tenderers to indicate applicable premium rate(s).

2.22 Money Insurance

Indemnity against loss of money and securities in premises or in transit and damage to safes as declared. Cash deemed to include negotiable instruments or legal tender, NHIF stamps, postal orders, travellers' cheques, unaddressed and bearer cheques.

Cover to include loss or damage to Safes, Strong Room or Till containing money by theft or attempts thereat.

Coverage to include cyber-related risks.

2.22.1 Limits of Liability

- Money in Hands of Staff – Shs 5 million
- Cash in Transit – Shs 15 million
- Cash in Premises – Shs 15 million
- Cash in Premises outside business hours – Shs 7 million
- Cash in Other Select Trading Premises – Shs 5 million
- Damage to Safe, Strong Room or Till – Shs 2 million
- Estimated Annual Carry – Shs 6 billion
- Including money transfer platforms

Excess – 10% EEL maximum Shs 500,000/=.
 Cancellation Notice – Minimum sixty (60) days.
 Tenderers to indicate all applicable premium rates.

2.22.2 Extensive Clauses

1. Loss or Damage to employees clothing and personal effects due to assault, Shs 250,000/= per employee
2. Fire, explosion, earthquake and all special perils
3. Infidelity of employees – discovery period 18 months after theft
4. Police escort while on transit – minimum Shs 10 million
5. Strike, riot and civil commotion
6. Discovery Period (Electronic Theft) – 72 hours
7. Including acts of terror

2.23 Motor Commercial (Passenger Liability) Insurance (Company)

Indemnity against legal liability in respect of bodily injury or death to passengers, including employees carried in the insured's motor commercial vehicles (buses, lorries, pick-ups and vans).

Limit Shs 10 million per insured event.
 The highest concentration in a 62 seater bus.
 Policy to be incorporated in all motor commercial policies.
 Excess: NIL
 Cancellation Notice – Minimum sixty (60) days.

2.24 Motor Commercial (Third Party) Insurance (Company)

Indemnity against legal liability to third parties arising out motor vehicles owned or operated by the Company.
 Commercial third party cover on approximately 1,050 vehicles.

2.24.1 Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million per incident
- Passenger Liability – Shs 4 million per person, Shs 12 million in all

Excesses:

- Third Party Persons – Maximum Shs 5,000.00
- Third Party Property Damage – Maximum Shs 10,000.00 EEL

- No Blame, No Excess

Tenderers to also provide quotations for Excess Protector Rider.

Cancellation Notice – Minimum sixty (60) days.

2.24.2 Extensive Clauses

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

2.25 Motor Contingent Liability Insurance (Company)

Indemnity against legal liability to third parties arising from any motor vehicles not the property of KPLC, which may be used for the Company's business.

Limit Shs 10 million per insured event for third party property.

Excess: Maximum Shs 5,000.00, EEL; No Blame, No Excess

Cancellation Notice – Minimum sixty (60) days.

2.25.1 Extensive Clauses

1. Passenger liability
2. Excluding pillion passengers
3. Kenya jurisdiction clause

2.26 Motor Cycle (Third Party) Insurance (Company)

Indemnity against legal liability to third parties arising out of the use of motor cycles owned or operated by the Company. Third party cover only.

Approximately 811 motor cycles.

Third Party Property Damage/Persons Limit – Shs 10 million

Excesses:

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

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector Rider.

2.26.1 Extensive Clauses

1. Riot, strike, civil commotion
2. Including business use
3. Emergency medical expenses – Shs 100,000.00

2.27 Motor Private Comprehensive Insurance (Company)

Indemnity against loss of or damage and legal liability arising out of motor vehicles owned or operated by the Company. Coverage to extend to incorporate acts of terror.

Comprehensive cover on seventeen (17) vehicles at estimated total value of Shs. 159,792,294.91/=

Courtesy vehicles to be provided in the event of a claim with waiting period 2 days. Tenderers to include premium rates for courtesy cars in their quotations. Courtesy car capacity to be calibrated to match rating capacity of a claimant's vehicle.

Excesses:

- Own Damage – Maximum 2.5% Sum Insured, maximum Shs 50,000.00
- Theft – Maximum 5% Sum Insured, maximum Shs 100,000.00
- No Blame, No Excess

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector Rider.

2.27.1 Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing Charges – Shs 30,000.00
- Repair Authority – Shs 30,000.00
- Medical Expenses – Shs 30,000.00
- Radio Cassette – Shs 30,000.00
- Windscreen – Shs 40,000.00

2.27.2 Extensive Clauses

1. Endorsement 19K & 19M
2. Passenger legal liability
3. Liability for passengers acts of negligence
4. All Special perils
5. Strike, riot and civil commotion
6. Indemnity whilst vehicle is in the custody or use of a motor trader
7. Windscreen/window glass damage
8. Unspecified radio/cassette
9. Personal effects Shs 100,000.00
10. Including acts of terror
11. Courtesy vehicle extension

2.28 Motor Private Comprehensive Insurance (Staff Non-Loan)

Indemnity against loss of or damage to motor vehicles and legal liability to third parties arising out motor vehicles owned or operated by Executive Staff and or their Spouses. The vehicles are not on loans guaranteed by the Company.

Comprehensive cover on approximately **300No.** vehicles at an estimated total value of Shs 300,000,000.00

Courtesy vehicles to be provided in the event of a claim with waiting period 2 days. Tenderers to include premium rates for courtesy cars in their quotations. Courtesy car capacity to be calibrated to match rating capacity of a claimant's vehicle.

Excesses:

- Own Damage – Maximum 2.5% Sum Insured, maximum Shs 50,000.00
- Theft – Maximum 5% Sum Insured, maximum Shs 100,000.00
- No Blame, No Excess

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector and Loss of Use Riders.

2.28.1 Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing Charges – Shs 30,000.00
- Repair Authority – Shs 30,000.00
- Medical Expenses – Shs 100,000.00
- Radio Cassette – Shs 40,000.00
- Windscreen – Shs 40,000.00
- Personal Effects – Shs 250,000.00 per incident

2.28.2 Extensive Clauses

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Liability for passengers acts of negligence
4. All Special perils
5. Riot, strike and civil commotion
6. Indemnity whilst vehicle is in the custody or use of a motor trader
7. Windscreen/window glass damage
8. Unspecified radio/cassette
9. Personal effects Shs 250,000.00
10. Including acts of terror
11. Courtesy vehicle extension

2.29 Motor Private Comprehensive Insurance (Staff Loan)

Indemnity against loss of or damage to motor vehicles and legal liability to third parties arising out motor vehicles purchased by staff with the aid of a loan guaranteed by the Company.

Private comprehensive cover on approximately **700No.** vehicles at an estimated total value of Shs 300,000,000.00

Coverage to extend to incorporate acts of terror.

Courtesy vehicles to be provided in the event of a claim with waiting period 2 days. Tenderers to include premium rates for courtesy cars in their quotations. Courtesy car capacity to be calibrated to match rating capacity of a claimant's vehicle.

Excesses:

- Own Damage – Maximum 2.5% Sum Insured, maximum Shs 50,000/=
- Theft – Maximum 5% Sum Insured, maximum Shs 100,000/=
- No Blame, No Excess

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector Rider.

2.29.1 Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Towing Charges – Shs 30,000.00
- Repair Authority – Shs 30,000.00
- Medical Expenses – Shs 100,000.00
- Radio Cassette – Shs 40,000.00
- Windscreen – Shs 40,000.00
- Personal Effects – Shs 100,000.00 per incident

2.29.2 Extensive Clauses

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Passenger legal liability to insured's household
4. Liability for passengers acts of negligence
5. All Special perils
6. Riot, strike and civil commotion
7. Indemnity whilst vehicle is in the custody or use of a motor trader
8. Windscreen/window glass damage
9. Unspecified radio/cassette
10. Personal effects Shs 100,000 per incident
11. Including acts of terror

12. Courtesy vehicle extension

2.30 Motor Private Third Party Insurance (Company)

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

Approximately **514No.** Private cars (double cabin pick-ups, Daihatsu terios, and saloon cars).

Excesses:

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

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector Rider.

2.30.1 Proposed Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 10 million
- Passenger Liability – Shs 4 million per person, Shs 12 million in all
- Medical Expenses – Shs 100,000/=

2.30.2 Extensive Clauses

1. Endorsement 19K & 19M (cover extended to insured's employees and family)
2. Passenger legal liability
3. Emergency medical expenses – Shs 100,000/=
4. Liability for passengers acts of negligence
5. All Special perils
6. Riot, strike and civil commotion
7. Indemnity whilst vehicle is in the custody or use of a motor trader

2.31 Motor Trade (KG Plates) Insurance (Company)

Indemnity against the Company's legal liability to third parties arising out of the use of KG Trade Plates.

Approximately **ten (10)** KG Trade Plates

Excesses:

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

Cancellation Notice – Minimum sixty (60) days.

Tenderers to also provide quotations for Excess Protector Rider.

2.31.1 Proposed Limits of Liability

- Third Party Persons – Unlimited
- Third Party Property – Shs 20 million
- Passenger Liability – No Cover

2.31.2 Extensive Clauses

14. Including vehicles in custody of sub-contractor
15. Riot, strike and civil commotion

2.32 Professional Indemnity Insurance

Indemnity against legal liability arising from claims for loss or damage made by clients or third parties as a result of the impact of services or advice offered by staff.

Annual Limit of Liability – Shs 300 million

815No. professional's members of various professional bodies

Excess: 5% EEL, maximum Shs 500,000/=

Cancellation Notice: Minimum sixty (60) days.

Tenderers to provide blanket quotation and proposed clauses, the Company will execute the proposal form.

2.33 Terrorism & Sabotage Insurance

Indemnity against loss and or damage to property, business interruption arising from sabotage, terrorism, mutiny, rebellion, insurrection and coup d'etat. This includes substations, buildings, equipment, contents; stock, electronic data and gross profit cover loss/damage arising due to riot, strike and civil commotion.

Coverage to include the risks of political violence, consequential losses and or business interruption.

2.33.1 Sums Insured:

- Material Damage – Shs 5,914,616,000.00
- Business Interruption – Shs 1,500,000,000.00

2.33.1 Excess:

- Material Damage – Maximum 2% EEL
- Business Interruption – Maximum 30 days.

Cancellation Notice – Minimum sixty (60) days.

2.33.3 Extensive Clauses

1. Any ensuing fire damage
2. Damage from looters
3. Other damage caused by an act of lawfully constituted authority for purposes of minimizing the consequences of (1) and (2) above.
4. 72 hours clause

Summary of Installations Insured

A. Buildings

No.	Name	Location	Sum Insured
1	Electricity House	Nairobi	206,932,356.97
2	Electricity House	Mombasa	210,297,110.74
3	Electricity House	Kisumu	28,600,407.06
4	Electricity House	Nakuru	18,506,145.74
5	Stima Plaza HQ	Nairobi	33,647,537.72
6	Stima House	Nyeri	6,561,269.86
		Sub-Total	504,544,828.08

B. Off - Grid Power Stations

No.	Location	Sum Insured
1	Wajir	176,649,573.02
2	Marsabit	147,207,977.52
3	Mandera	129,543,020.21
4	Lodwar	117,766,382.01
5	Mpeketoni	58,883,191.01
6	Moyale	58,883,191.01
7	Habaswein	52,994,871.91
8	El Wak	52,994,871.91
9	Hola	52,994,871.91
10	Merti	35,329,914.60
11	Baragoi	25,235,653.29
12	Mfangano	10,094,261.32
	Sub-Total	918,577,779.71

C. Substations

No.	Name	Location	Sum Insured
	Juja Road (National Control Centre)	Nairobi	759,879,841.01
	Dandora	Nairobi	427,180,558.75
	Embakasi	Nairobi	417,204,905.00
	Nairobi North	Nairobi	338,888,578.59
	Parklands	Nairobi	112,713,026.56
	Nairobi South	Nairobi	140,398,631.77
	Industrial Area	Nairobi	33,400,901.27
	Nairobi West	Nairobi	62,330,297.13
	Langata Bomas	Nairobi	37,853,479.93

	Cathedral	Nairobi	37,853,479.93
	Ridgeways	Nairobi	37,853,479.93
	Kitsuru	Nairobi	48,463,482.80
	Rabai	Coast	501,765,036.76
	Kipevu	Coast	184,633,376.65
	Bamburi	Coast	72,630,819.28
	Kamburu	Mt. Kenya	629,326,999.30
	Kiganjo	Mt. Kenya	22,929,955.77
	Lanet	Central Rift	101,832,103.14
	Lessos	North Rift	494,857,955.59
	Eldoret Industrial	North Rift	17,875,254.41
	Obote Road	West Kenya	11,621,228.64
		Sub-Total	4,491,493,392.21

Totals

5,914,616,000.00

**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 KPLC
- 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 KPLC 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 KPLC 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 KPLC;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to KPLC
- 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 KPLC 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 KPLC 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 KPLC

KPLC 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 KPLC may have subsequently approved in writing;
- b) If the Insurance Provider become in solvent 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 KPLC 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 KPLC, 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 KPLC 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, KPLC 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 KPLC 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 KPLC, and shall at all times support and safeguard KPLC'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 KPLC's business or operations without the prior written consent of KPLC.

3.4 Reporting Obligations

The Insurance Provider shall submit to KPLC 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 KPLC.

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 KPLC, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KPLC, 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 KPLC 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**. KPLC 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

KPLC 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 KPLC.

3.8 Fraud and Corruption

KPLC requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. KPLC 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 KPLC

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 KPLC 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
1.1	<p>The Parties to the Contract are:</p> <p>KPLC is _____</p> <p>The Insurance Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>For notices, KPLC's address shall be: Attention: General Manager, Supply Chain & Logistics, Dr. John Ngeno Postal address: P.O. Box 30099-00100, Nairobi Physical Address Stima Plaza 3rd Floor, Parklands, Kolobot Road, Nairobi Telephone: 3201000 (ext Electronic mail address: [procurement@kplc.co.ke]</p>
1.6	<p>The Authorized Representatives are:</p> <p>For KPLC: _____ <i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Insurance Provider: _____ <i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date _____</p> <p>Completion or Expiry Date _____</p> <p>Duration of the coverage _____</p>
3.2.3 (c)	<p>After the termination of this Contract, the activities are:</p> <p>Exit meeting detailing:-</p> <ul style="list-style-type: none"> (1) Status of claims outstanding (2) Expected dates for closure (3) Status of Litigation cases (4) Additional/Outstanding Premiums computation
3.6.1	<p>The liquidated damages per day is _____ N/A _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made in one lump sum on contract signature</p> <p>or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____ N/A _____ % per month.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows: <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p>(i) <i>If KPLC chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If KPLC chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If KPLC chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If KPLC chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

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]

V) 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	3. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	3. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- --
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	4. Is this right held directly or indirectly?: Direct..... Indirect.....	4. Is this influence or control exercised directly or indirectly? Direct.....
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

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)
					Indirect..... ...
2.	Full Name	Directly----- ----- % of shares Indirectly---- ----- % of shares	Directly.....% of voting rights Indirectly----- % of voting rights	3. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----- 4. Is this right held directly or indirectly?: Direct..... Indirect.....	3. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No-- -- 4. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3.					
e.t					
.c					

VI) 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.*

VII) 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:

(e) holds at least ten percent of the issued shares in the company either directly or indirectly;

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

VIII) 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

List of Transformers summarized under Table 1.15.3

COAST REGION			CENTRAL RIFT REGION			MOUNT KENYA REGION		
Substation	Value(s)	Transformers	Substation	Value(s)	Transformers	Substation	Value(s)	Transformers/switchgear
1 Rabai 220/132	300,000,000	3X90MVA	1 Olkaria V 220/11	100,000,000		1 Kamburu 132/33	70,000,000	1X23MVA
2 Rabai 132/33	100,000,000	2X45MVA	2 Olkaria II 220/132/11	200,000,000	1X90MVA 1X80MVA	2 Kamburu 11/132	100,000,000	11no. Bays
3 Kipevu 132/33	120,000,000	2X60MVA; 1X30MVA	3 Orpower	100,000,000		3 Masinga 11/132Kv	30,000,000	2no. Bays
4 New Bamburi 132/33	120,000,000	2X45MVA; 1X23MVA	4 Naivasha 33/132	150,000,000	3X23MVA	4 Gitaru 15/220Kv		3no bays
5 Kilifi 132/33	100,000,000	2X23MVA	5 Matundura 33/11	25,000,000	1X2.5MVA	5 Kindaruma 11/132Kv	100,000,000	2no bays
6 Jomvu 132/33kV	100,000,000	2X23MVA	6 DCK 33/11kV	50,000,000	2X7.5MVA	6 Kamburu 220/132	500,000,000	2X270MVA
7 Maungu 132/33	80,000,000	1X15MVA	7 Marula 33/11	50,000,000	2X7.5MVA	7 Kiambere 11/220Kv	100,000,000	3 no, bays
8 Voi 132/33	100,000,000	1X23MVA; 1X15MVA	8 Narok 33/11	25,000,000	1X7.5MVA	8 Embu Town 33/11Kv	50,000,000	2X7.5MVA
9 Mbaraki 33/11	100,000,000	2X23MVA	9 Gilgil 33/11	25,000,000	1X7.5MVA	9 Embu East 33/11Kv	50,000,000	1X7.5MVA & 1X2.5MVA
10 Makande 33/11	100,000,000	2X23MVA	10 Magumu 33/11	25,000,000	1X7.5MVA	10 Marima 33/11Kv	25,000,000	1X7.5MVA
11 Tononoka 33/11	100,000,000	1X23MVA	11 SEZ 66/11	150,000,000	2X45MVA	11 Kyeni 33/11Kv	25,000,000	1X7.5MVA
12 Nyali 33/11	100,000,000	2X23MVA	12 Bomet 33/11 kV	50,000,000	1X7.5 MVA	12 Kutus 132/33Kv	100,000,000	2X23MVA
13 Shanzu 33/11	100,000,000	2X23MVA	13 Chemosit 132/33 kV	100,000,000	2X23MVA	13 Mwea 33/11Kv	25,000,000	1X7.5MVA
14 Diani 33/11	100,000,000	2X23MVA	14 Lanet 132/33/11 kV	225,000,000	4X23MVA 1X7.5 MVA	14 Masinga 33/11 Kv	10,000,000	1X2.5MVA
15 KPRL 33/11	100,000,000	2X23MVA	15 Makutano 132/33 kV	120,000,000	2X23MVA	15 Kiamutugu 33/11	25,000,000	1X7.5MVA
16 Kikambala 33/11	100,000,000	1X23MVA	16 Sondu 33/11 kV	25,000,000	1X2.5MVA	16 Meru 132/33	60,000,000	1X23MVA
17 Miritini	100,000,000	2X23MVA	17 Nakuru Depot 33/11 kV	100,000,000	2X23MVA	17 Meru 33/11	50,000,000	2X7.5MVA
18 Utange 33/11	25,000,000	1X7.5MVA	18 Nakuru West (Soilo KPC 24) 132/33	150,000,000	2X23MVA	18 Kianjai 33/11	15,000,000	2X2.5MVA
19 Likoni 33/11	50,000,000	2X7.5MVA	19 Mwariki 33/11 kV	25,000,000	1X7.5MVA	19 Kanyakine 33/11	30,000,000	1X7.5MVA & 1X2.5MVA
20 Mwabungo	25,000,000	1X7.5MVA	20 Chepseon 33/11 kV	25,000,000	1X7.5MVA	20 Embori 33/11	20,000,000	2X2.5MVA
21 Mshomoroni 33/11	25,000,000	1X7.5MVA	21 Kipsaraman 33/11 kV	25,000,000	1X7.5MVA	21 Isiolo 33/11	25,000,000	1X7.5MVA
22 Kanamai 33/11	25,000,000	1X7.5MVA	22 Kericho 33/11 kV	50,000,000	2X7.5MVA	22 Mikinduri 33/11	25,000,000	1X7.5MVA
23 Kilifi 33/11	25,000,000	1X7.5MVA	23 Bahati 33/11 kV	25,000,000	1X7.5 MVA	23 Nkuene 33/11	25,000,000	1X7.5MVA
24 Mtondia 33/11	25,000,000	1X7.5MVA	24 Kabarak 33/11 kV	25,000,000	1X7.5 MVA	24 Gatakaini 33/11	25,000,000	1X7.5MVA
25 Watamu 33/11	25,000,000	1X7.5MVA	25 Gilgil 33/11 kV	25,000,000	1X7.5MVA	25 Githambo 33/11	25,000,000	1X7.5MVA
26 Malindi 33/11	50,000,000	2X7.5MVA	26 Nyahururu 33/11 kV	50,000,000	2X7.5MVA	26 Kagumo 33/11	25,000,000	1X7.5MVA

27	Sabaki	25,000,000	1X7.5MVA	27	Olkalo 33/11 kV	25,000,000	1X7.5MVA	27	Kahurura 33/11	25,000,000	1X7.5MVA
28	Mokowe 33/11	25,000,000	1X7.5MVA	28	Rumuruti 33/11 kV	25,000,000	1X2.5MVA	28	Kangema 33/11	25,000,000	1X7.5MVA
29	Kaloleni 33/11	25,000,000	1X7.5MVA	29	Sosiot 33/11 kV	25,000,000	1X7.5MVA	29	Karatina 33/11	50,000,000	2X7.5MVA
30	Kokotoni 33/11	25,000,000	1X7.5MVA	30	Litein 33/11 kV	25,000,000	1X7.5MVA	30	Kerugoya 33/11	50,000,000	2X7.5MVA
31	Mariakani 33/11	25,000,000	1X7.5MVA	31	Maralal 33/11 kV	25,000,000	1X2.5MVA	31	Kiganjo 132/33 Kv	120,000,000	2X23MVA
32	Voi 33/11	50,000,000	2X7.5MVA	32	Marigat 33/11 kV	25,000,000	1X2.5MVA	32	Kiganjo 33/11 Kv	50,000,000	2X7.5MVA
33	Jumba Ruins 33/11	10,000,000	1X2.5MVA	33	Kabarnet 33/11 kV	50,000,000	2X2.5MVA	33	Makuyu 33/11	50,000,000	2X7.5MVA
34	Kuruwitu 33/11	10,000,000	1X2.5MVA	34	Njoro 33/11 kV	50,000,000	2X7.5MVA	34	Muirungi 33/11	25,000,000	1X7.5MVA
35	Vipingo Ridge 33/11	10,000,000	1X2.5MVA	35	Elburgon 33/11 kV	25,000,000	1X7.5MVA	35	Mukurweini 33/11	25,000,000	1X7.5MVA
36	Kilifi Plantation 33/11	10,000,000	1X2.5MVA	36	Molo 33/11 kV	25,000,000	1X7.5MVA	36	Murangá 33/11	25,000,000	1X7.5MVA
37	Hola 33/11	20,000,000	2X2.5MVA	37	Subukia 33/11 kV	25,000,000	1X2.5MVA	37	Mweiga 33/11	25,000,000	1X7.5MVA
38	Msambweni 33/11	10,000,000	1X2.5MVA	2,245,000,000				38	Nanyuki 132/33	80,000,000	1X23MVA
39	Kambe Ribe 33/11	10,000,000	1X2.5MVA					39	Nanyuki 33/11	50,000,000	2X7.5MVA
40	Maungu 33/11	10,000,000	1X2.5MVA					40	Narumoru 33/11	25,000,000	1X2.5MVA
41	Mwatate 33/11	10,000,000	1X2.5MVA					41	Othaya 33/11	50,000,000	2X7.5MVA
42	Wundanyi 33/11	10,000,000	1X2.5MVA					42	Nyeri Town 33/11	50,000,000	2X7.5MVA
43	Manda Bay 33/11	10,000,000	1X2.5MVA					43	Sagana Falls 33/11	50,000,000	1X7.5MVA
2,490,000,000								44	Sagana Town 33/11	50,000,000	1X7.5MVA
								45	Tana 66/33/11	100,000,000	2X23MVA
								46	Thika North 66/11	50,000,000	1X23MVA
								2,310,000,000			

NORTH EASTERN REGION				NORTH RIFT REGION				WEST KENYA REGION			
No.	Substation	Value(s)	Transformers	No.	Substation	Value(s)	Transformers	No.	Substation	Value(s)	Transformers
1	Jkuat 66/11Kv		1X23MVA	1.	Chepkoiile 33/11kv	70,000,000	7.5 MVA	1	Muhoroni 132/33	150,000,000	1 x 37 MVA- KenGen; 1 X 45 MVA- KPLC 1 X 60 MVA- KPLC
2	Karuri 66/11Kv		2X23MVA	2.	Moi Barracks 33/11kv	10,000,000	7.5 MVA	2	Kisumu 132/33	120,000,000	2 x 45 MVA
3	Kikuyu 66/11Kv	100,000,000	2X23MVA	3.	Moiben 33/11kv	50,000,000	7.5 MVA	3	Musaga 132/33	120,000,000	2 x 23 MVA
4	Kiu River 66/11Kv	100,000,000	2X23MVA	4.	Moi Barracks 33/11kv	25,000,000	7.5 MVA	4	Webuye 132/33	70,000,000	1 x 23 MVA
5	Limuru 66/11Kv	100,000,000	2X23MVA	5.	Elgon View 33/11kv	50,000,000	7.5 MVA	5	Mumias 132/33	60,000,000	1 x 23 MVA
6	Mai Mahiu 66/11Kv	70,000,000	2X10MVA	6.	Kapsowar 33/11kv	50,000,000	7.5 MVA	6	Obote Road 33/11	60,000,000	2 x 23 MVA
7	Rironi 66/11Kv	100,000,000	2X23MVA	7.	Iten 33/11kv	20,000,000	7.5 MVA	7	Kisumu South 33/11	60,000,000	2 x 23 MVA
8	Ruiru 66/33/11Kv	150,000,000	3X23MVA	8.	Lessos 33/11kv	20,000,000	2.5 MVA	8	Kisumu East 33/11	30,000,000	1 x 23 MVA
9	Thika Industrial 66/11Kv	150,000,000	2X45MVA	9.	Aldai 33/11kv	25,000,000	7.5 MVA	9	Sibembe 33/11	50,000,000	2 x 7.5 MVA
10	Thika Depot 66/33/11Kv	120,000,000	4X23MVA	10.	Kapsumbeiywa	10,000,000	2.5 MVA	10	Kakamega 33/11	50,000,000	2 x 7.5 MVA
11	Uplands 66/11Kv	100,000,000	2X23MVA	11.	Ortum 33/11kv	50,000,000	7.5 MVA	11	Chavakali 33/11	50,000,000	2 x 7.5 MVA
12	Nairobi North 220/66 Kv	300,000,000	3X90MVA 2 x 45MVA	12.	Kapenguria 33/11kv	20,000,000	7.5 MVA	12	Busia 33/11	50,000,000	2 x 7.5 MVA
13	Cianda 66/11Kv	100,000,000	2X23MVA	13.	Sarmach 220/66kv	100,000,000	45 MVA	13	Kisian 33/11	50,000,000	2 x 7.5 MVA
14	Ngethu 66/11Kv	50,000,000	2X7.5MVA	14.	Endebess 33/11kv	50,000,000	7.5 MVA	14	Ahero 33/11	25,000,000	1 x 7.5 MVA
15	Garissa 33/11Kv	25,000,000	1X7.5MVA	15.	Kaplamai 33/11kv	10,000,000	2.5 MVA	15	Majengo 33/11	25,000,000	1 x 7.5 MVA
16	Githunguri 66/11Kv	100,000,000	2X23MVA	16.	Moi's Bridge	100,000,000	7.5 MVA	16	Muhoroni 33/11	25,000,000	1 x 7.5 MVA
17	Kimunyu 66/11Kv	70,000,000	2X7.5MVA	17.	Lokichar 66/33kv	100,000,000	7.5 MVA	17	Kibos 33/11	25,000,000	1 x 7.5 MVA
18	Kitui 33/11Kv	25,000,000	1X7.5MVA	18.	Kalemongorok 66/33kv	100,000,000	7.5 MVA	18	Maseno 33/11	25,000,000	1 x 7.5 MVA
19	Kitui 33/11Kv	10,000,000	1X2.5MVA	860,000,000				19	Webuye 33/11	25,000,000	1 x 7.5 MVA
20	Lower Kabete 66/11Kv	50,000,000	2X23MVA	SOUTH NYANZA REGION				20	Ingotse 33/11	25,000,000	1 x 7.5 MVA
21	Mang'U 132/66Kv	100,000,000	1X60MVA		Substation	Value(s)	Transformers	21	Cheptulu 33/11	25,000,000	1 x 7.5 MVA
22	Ndula 33/11Kv	25,000,000	1X7.5MVA					22	Sirisia 33/11	25,000,000	1 x 7.5 MVA
23	Nyaga 33/11Kv	50,000,000	2X7.5MVA	1	Adiedo 33/11	10,000,000	1X2.5MVA	23	Nyamninia 33/11	25,000,000	1 x 7.5 MVA
		1,895,000,000		2	Awendo 33/11	25,000,000	1X7.5MVA	24	Siaya 33/11	50,000,000	2 x 2.5 MVA
				3	Homabay 33/11	25,000,000	1X7.5MVA	25	Mumias 33/11	50,000,000	2 x 2.5 MVA
				4	Ikonge 33/11	50,000,000	2X7.5MVA	26	Butere 33/11	25,000,000	1 x 2.5 MVA

5	Kegati 132/33	50,000,000	1X23MVA-KPLC. 1X23MVA-Kentraco	27	Chemelil 33/11	25,000,000	1 x 2.5 MVA
6	Keroka 33/11	25,000,000	1X7.5MVA	28	Miwani 33/11	25,000,000	1 x 2.5 MVA
7	Kiamokama 33/11	100,000,000	1X7.5MVA	29	Ruambwa 33/11	25,000,000	1 x 2.5 MVA
8	Kisii 33/11	100,000,000	2X7.5MVA	30	Bumala 33/11	25,000,000	1 x 2.5 MVA
9	Kisii East 33/11	25,000,000	1X7.5MVA	31	Malakisi 33/11	25,000,000	1 x 2.5 MVA
10	Matutu 33/11	25,000,000	1X2.5MVA				
11	Migori 33/11	25,000,000	1X7.5MVA				
12	Mosocho 33/11	25,000,000	1X7.5MVA				
13	Nyamira 33/11	25,000,000	1X7.5MVA				

510,000,000

1,420,000,000

NAIROBI REGION

	Substation	Value(s)	Transformers
1	Kileleshwa	120,000,000	2 X 23MVA
2	Karen	120,000,000	2 X 23MVA
3	Ngong Rd	120,000,000	2 X 23MVA
4	Langata	120,000,000	2 X 23MVA
5	Nairobi West	150,000,000	2 X45MVA
6	Dagoreti	120,000,000	2 X 23MVA
7	Mamlaka	120,000,000	2 X 23MVA
9	Kabete	120,000,000	2 X 23MVA
10	Ragati	170,000,000	2 X 45MVA
11	Kajiado	25,000,000	1 X 7.5 MVA
12	Magadi GSU	30,000,000	1 X 10MVA
13	Ngong Town	120,000,000	2 X 23MVA
14	Matasia	120,000,000	2 X 23MVA
15	Kisaju	120,000,000	2 X 23MVA

16	Loitoktok	15,000,000	2 X 2.5 MVA
17	Juja RD 132/66/11 KV	650,000,000	3 X 60MVA, 2 X 90MVA, 2 X 45MVA, 2 X 10 MVAR
18	City Center 220/66	700,000,000	2 X 200 MVA, 4 X 10 MVAR
19	Gigiri 66/11KV	120,000,000	2 X 23MVA
20	Steel Billets 66/11KV	120,000,000	2 X 23MVA
21	Baba Dogo 66/11KV	120,000,000	2 X 23MVA
22	Huruma 66/11KV	120,000,000	2 X 45MVA
23	Kimathi 66/11KV	120,000,000	2 X 23MVA
24	Muthurwa 66/11KV	150,000,000	2 X 45MVA
26	Jeevanjee 66/11KV	120,000,000	2 X 23MVA
27	Komarock 66/11KV	120,000,000	2 X 23MVA
28	City Center 66/11	120,000,000	2 X 23MVA
29	Westlands 66/11KV	120,000,000	2 X 23MVA
30	Parklands 66/11KV	150,000,000	2 X 45MVA
32	University Way 11KV	20,000,000	11 KV board
33	Kitusuru 66/11KV	120,000,000	2 X 23MVA
34	Ridgeways 66/11KV	120,000,000	2 X 23MVA
35	Ruaraka Complex	120,000,000	2 X 23MVA
36	Ruaraka 132/66/11KV	180,000,000	2 X 60 MVA, 2 X 23MVA
37	Cathedral 66/11KV	150,000,000	2 X 23 MVA
38	Thika Road 220/66 kv	120,000,000	2 X 200 MVA
39	Thika Road 66/11 kv	120,000,000	2 X 23MVA
40	Capitol 11KV	20,000,000	11KV board
	High Ridge 66/11kv	120,000,000	2 X 23MVA
41	Dara 11KV	20,000,000	11KV board
42	Athi River	120,000,000	2 X 23MVA
43	New Athi river 220/66 KV	120,000,000	1 X 90 MVA
44	Nairobi South	120,000,000	3 X 23MVA
45	Ruai	120,000,000	2 X 23MVA
46	Likoni	120,000,000	2 X 45MVA
47	New Airport	120,000,000	2 X 23MVA
48	Syiokimau	120,000,000	2 X 23MVA
49	New Industrial	120,000,000	2 X 45MVA

50	EPZ	120,000,000	2 X 23MVA
51	NSSF	120,000,000	2 X 23MVA
52	Umoja	120,000,000	2 X 23MVA
53	Embakasi	300,000,000	3 X 90 MVA, 2 X 23MVA
54	Mombasa Rd	120,000,000	2 X 23MVA
55	Mombasa rd, Capacitor Banks	20,000,000	11kv Board
56	Villa franca	120,000,000	2 X 23 MVA
57	Machakos	50,000,000	2 X 7.5 MVA
58	Tala	60,000,000	1 X 23MVA
59	Lukenya	120,000,000	2 X 23 MVA
60	Muka mkuu	25,000,000	1 X 7.5 MVA
61	Mtito Andei 33/11kv	10,000,000	1 X 2.5 MVA
62	Mtito Andei(Reactors)	120,000,000	2 X 15 MVAR
63	Kiboko	120,000,000	1 X 23MVA, 1 X 15 MVAR

7,815,000,000