

**TETU ABERDARE WATER AND SANITATION COMPANY**

**PROVISION OF** **GENERAL INSURANCE**

**TENDER REF NO: TEAWASCO/OT/014/2021-2022/2022-2023**

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P.O. Box 1089-10100

NYERI.

Website: [www.teawasco.co.ke](http://www.teawasco.co.ke)

Email: [info@teawasco.co.ke](mailto:info@teawasco.co.ke)

**2021-2022/2022-2023**

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**SECTION 1 : INVITATION TO TENDER**

**TENDER REF NO: TEAWASCO/OT/005/2021-2022**

**TENDER NAME: PROVISION OF GENERAL INSURANCE**

* 1. The **Tetu Aberdare Water and Sanitation Company Limited**invites sealed bids from eligible candidates for **Provision of General Insurance**
  2. Interested eligible candidates may obtain further information from and inspect the tender documents at the cashier’s office in our **Headquarter offices-Nyeri (within District Water Office- Kamakwa), P. O. Box 1089-10100 NYERI**during normal working hours.
  3. Completed serialized tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box **located Headquarter offices-Nyeri (within District Water Office- Kamakwa), P. O. 1089-10100 NYERI**so as to be received on or before **Friday, 21st May 2021 AT 11:00AM**
  4. Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **90 days**from the closing date of the tender.
  5. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at our main office situated at **Headquarter offices-Nyeri (within District Water Office- Kamakwa).**

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**SECTION II - INSTRUCTIONS TO TENDERERS**

2.1**Eligible Tenderers**

2.1.1This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.1.3Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2**Eligible Goods**

2.2.1All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3The origin of goods is distinct from the nationality of the tenderer.

2.3**Cost of Tendering**

2.3.1The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2All firms found capable of performing the contract satisfactorily in accordance to the set pre- qualification criteria shall be pre-qualified.

2.4. **Contents of Tender Document**

2.4.1The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i)Invitation to Tender

(ii)Instructions to tenderers

(iii)General Conditions of Contract

(iv)Special Conditions of Contract

(v)Schedule of requirements

(vi)Technical Specifications

(vii)Tender Form and Price Schedules

(viii)Tender Security Form

(ix)Contract Form

(x)Performance Security Form

(xi)Bank Guarantee for Advance Payment Form

(xii)Manufacturer’s Authorization Form

(xiii)Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender

not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

**2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity’s address indicated in the Invitation to Tender. The

Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6**Amendment of Documents**

2.6.1At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

**2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the

tender exchange by the tenderer and the Procuring entity, shall be written in English language,

provided that any printed literature furnished by the tenderer may be written in another language

provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a)a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b)documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c)documentary evidence established in accordance with paragraph 2..2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

**2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the

tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

**2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the

goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the

premises of the procuring entity.

2.10.3 Prices quoted by the tender shall be fixed during the Tender’s performance of the contract and not subject

to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-

responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

**2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

**2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its

Tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source Country as defined under paragraph 2.1.

2.12.3The documentary evidence of the tenderers qualifications to perform the contract if it’s tender is accepted shall be established to the Procuring entity’s satisfaction;

(a)that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods‟ Manufacturer or producer to supply the goods.

(b)that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender, documents

establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a)a detailed description of the essential technical and performance characteristic of the goods;

(b)a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

(c)a clause-by-clause commentary on the Procuring entity’s Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**2.14Tender Security**

2.14.1The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.8the successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8The tender security may be forfeited:

(a)if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b)in the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.27 or

(ii)to furnish performance security in accordance with paragraph 2.28

2.15**Validity of Tenders**

2.15.1Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16**Format and Signing of Tender**

2.16.1The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.17Sealing and Marking of Tenders**

2.17.1The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2The inner and outer envelopes shall:

(a)Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b)Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE, “**Friday, 21st May 2021 AT 11:00AM.**

2.17.3The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

**2.18 Deadline for Submission of Tenders**

2.18.1Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday, 21st May 2021 AT 11:00AM**.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

**2.19 Modification and Withdrawal of Tenders**

2.19.1The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3No tender may be modified after the deadline for submission of tenders.

2.19.4No tender may be withdrawn 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 Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

**2.20Opening of Tenders**

2.20.1The Procuring entity will open all tenders in the presence of tenderers‟ representatives who choose to attend, on **Friday, 21st May 2021 AT 11:00AM**. and in the location specified in the Invitation to Tender.

The tenderers‟ representatives who are present shall sign a register evidencing their attendance.

2.20.2The tenderers‟ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3The Procuring entity will prepare minutes of the tender opening.

**2.21Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers‟ tender.

**2.22Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5If a tender is not substantially responsive; it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

**2.23 Conversion to Single Currency**

2.23.1Where other currencies are used, the procuring entity will convert these currencies to Kenya

Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

**2.24 Evaluation and Comparison of Tenders**

2.24.1The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25Preference**

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

**2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

**2.27 Award of Contract**

(a)**Post-qualification**

2.27.1In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2The determination will take into account the tenderers financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer’s qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that

Tenderer’s capabilities to perform satisfactorily.

(b)**Award Criteria**

2.27.4The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c)**Procuring entity’s Right to Vary quantities**

2.27.5The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d)**Procuring Entity’s Right to accept or Reject Any or All Tenders**

2.27.6The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity’s action.

**2.28Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

**2.30Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

**2.31Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows;

(i)“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

2.31.3Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

**Appendix to Instructions to Tenderers**

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

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| --- | --- |
| **INSTRUCTIONS** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO** |
| **TO TENDERERS** | **TENDERS** |
| **REFERENCE** |  |
| 2.1.3 | Ignore |
|  |  |
| 2.4.1 (viii) to (xi) & | Ignore |
| (xiii) |  |
| 2.13.2 | Not mandatory |
|  |  |
| 2.13.3 (b) | Ignore |
| 2.14 | Ignore |
|  |  |
| 2.29 | Ignore |
| 2.29.3 | Delete “… thirty (30)…” and insert |
|  | “... twenty-one (21)…” |
| 2.30.1 | Ignore |
|  |  |
| 2.30.2 | Ignore |

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

3.1**Definitions**

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

(a)“The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b)“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c)“The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d)“The Procuring entity” means the organization purchasing the Goods under this Contract.

(e)“The Tenderer‟ means the individual or firm supplying the Goods under this Contract.

**3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

**3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

**3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5**Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

**3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity’s country

**3.7 Performance Security**

3.7.1Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer’s performance obligations under the Contract, including any warranty obligations, under the Contract

3.8**Inspection and Tests**

3.8.1The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods‟ final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity’s right to inspect, test and where necessary, reject the goods after the Goods‟ arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

**3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

**3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity’s prior written consent

**3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

**3.16 Termination for default**

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

(a)if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b)if the tenderer fails to perform any other obligation(s) under the Contract

(c)if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

**3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

**3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable

to resolve amicably a contract dispute, either party may require adjudication in an agreed national or

international forum, and/or international arbitration.

**3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of

Kenya respectively unless otherwise stated.

**3.20 Force Majeure**

3.20.1The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the

Contract is the result of an event of Force Majeure.

http://www.htmlpublish.com/newTestDocStorage/DocStorage/a814d9b4822241a0aabf6660f6fb2972/PROVISION%20OF%20COURIER%20SERVICES%20%20%281%29_images/PROVISION%20OF%20COURIER%20SERVICES%20%20%281%2920x1.jpg

|  |  |
| --- | --- |
| **SECTION IV:** | **SPECIAL CONDITIONS OF CONTRACT (SCC)** |

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

4.2. Special conditions of contract as relates to the GCC

|  |  |
| --- | --- |
| **REFERENCE** | **SPECIAL CONDITIONS OF CONTRACT** |
| **OF GCC** |  |
| 3.7.1 to 3.7.4 | Ignore |
|  |  |
| 3.8.3 | Delete „equipment‟ and insert „goods‟ |
|  |  |
| 3.8.4 | Delete „equipment‟ and insert „goods‟ |
|  |  |
| 3.12.1 | The payment will be made within 30 days of receipt of the goods or |
|  | the invoice whichever is the latter |
| 3.13.2 | Ignore |
|  |  |
| 3.16.2 | Delete „equipment‟ and insert „goods‟ |
|  |  |
| 3.17.1 | The liquidated damages will be charged at 0.5% per day |
|  |  |

**SECTION V - TECHNICAL SPECIFICATIONS**

**5.1General**

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i)Shortest possible delivery period of each product

(ii)Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

|  |  |
| --- | --- |
| **REFERENCE OF GCC** | **TECHNICAL SPECIFICATIONS** |
|  |  |
| 5.1.4(ii) | Ignore |
|  |  |

**Note:**

1. The following documents MUST accompany the goods at the time of delivery

a)Permit (P) for locally manufactured goods or Certificate of conformity (COC) for imported goods

b)Bulletin for the goods (B)

c)Analysis test report (ATR)

d)Quality Mark (QM)

## SECTION VII - STANDARD FORMS

**Notes on the sample Forms**

1. Form of TENDER- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

## FORM OF TENDER

To:

Date

Tender No.

*[name and address of procuring entity]*

Gentlemen and/or Ladies:

* + 1. Having examined the tender documents Nos. *[insert numbers].* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver: ( (*insert Tender Number*) in

conformity with the said tender documents for the sum of ………………………………………………………….

(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

* + 1. We undertake, if our Tender is accepted, to deliver materials in accordance with the indicated prices during the fiscal years 2021/2022 & 2022/2023.
    2. We agree to abide by this Tender for a period of ninety (90) [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
    3. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
    4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

*Part 1 – General:*

Business Name ……………………………………………………………………………………………………..

Location of business premises. ……………………………………………………………………………………..

Plot No………………………………………………… Street/Road ………………………………………………..

Postal Address …………………………….. Tel No. …………………. Fax ………………. E mail …………….

Nature of Business ,………………………………………………………………………………………………..

Registration Certificate No. ………………………………………………………………………………………

Maximum value of business which you can handle at any one time – Kshs. …………………………………………

Name of your bankers …………………………………………….. Branch ………………………………………

|  |  |
| --- | --- |
|  | Part 2 (a) – Sole Proprietor  Your name in full …………………………………………………….. Age ………………………..  Nationality ………………………………… Country of origin …………………………………….  Citizenship details  ……………………………………………………………………………………. |
|  | Part 2 (b) Partnership Give details of partners as follows:  Name Nationality Citizenship Details Shares  1. ……………………………………………………………………………………………………….  2. ………………………………………………………………………………………………………  3. ……………………………………………………………………………………………………..  4. …………………………………………………………………………………………………….. |
|  | Part 2 (c ) – Registered Company  Private or Public ……………………………………………………………………………………………………….  State the nominal and issued capital of company- Nominal Kshs. ………………………………  Issued Kshs. ………………………………… |

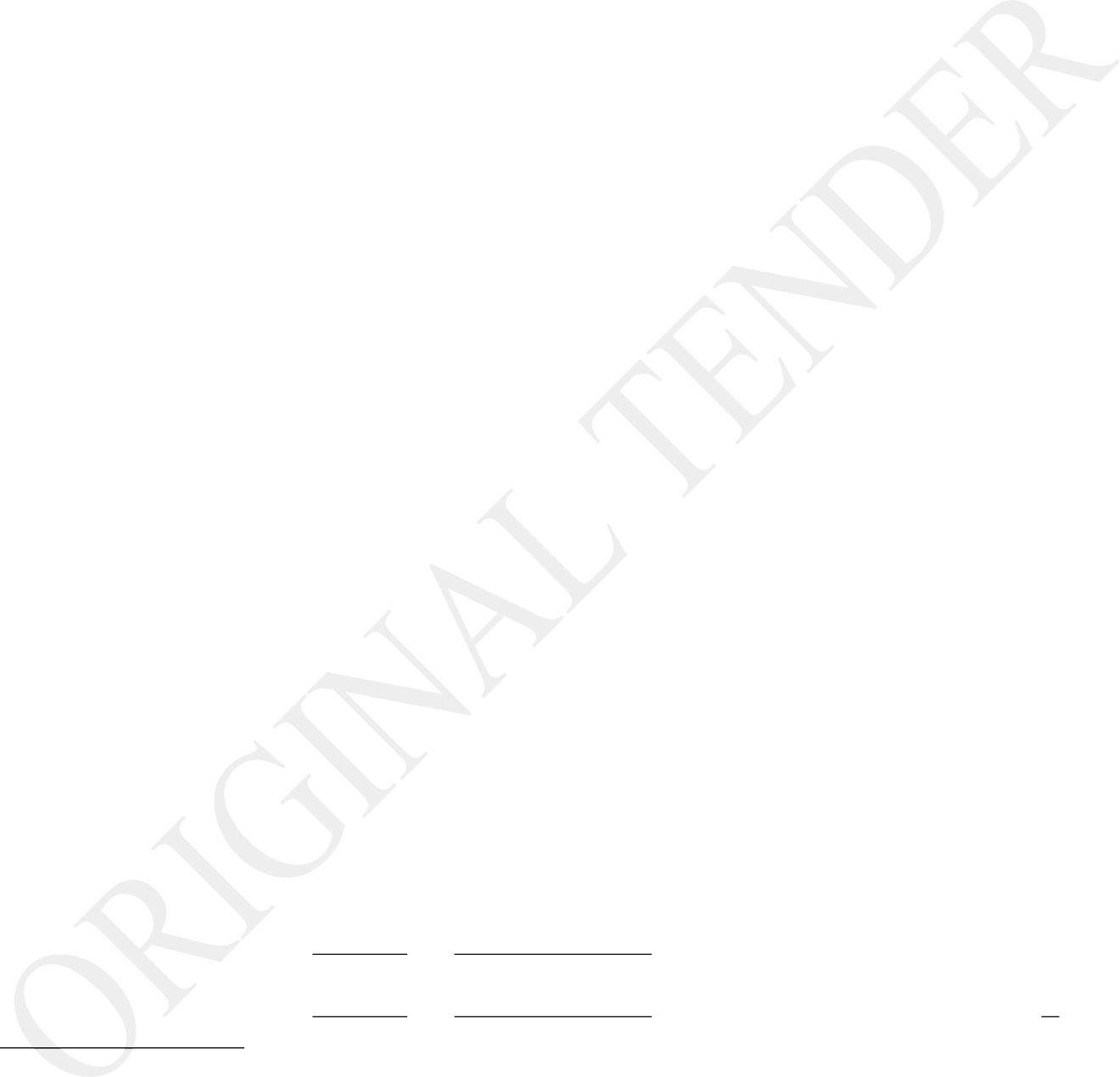
|  |  |
| --- | --- |
|  | Given details of all directors as follows  Name Nationality Citizenship Details Shares 1………………………………………………………………………………………………………………………..  2. ……………………………………………………………………………………………………………………..  3. ………………………………………………………………………………………………………………………  4. ………………………………………………………………………………………………………………………  5 ………………………………………………………………………………………………………………………. |
| Date ………………………………………………………….. Signature of Candidate ……………………………….. | |

* If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

# CONTRACT FORM

THIS AGREEMENT made the day of 20 between

……………… [*name of Procurement entity)* of ……….. [*country of Procurement entity]* (hereinafter called “the Procuring entity) on the one part and …………………….. [*name of tenderer]* of …………..

[*city and country of tenderer]* (hereinafter called “the tenderer”) on the other part;

WHEREAS the Procuring entity invited tenders for certain goods and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words*

*and figures]* (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement is:
3. the Tender Form and the Price Schedule submitted by the tenderer
4. the Schedule of Requirements (c ) the Technical Specifications
5. the General Conditions of Contract
6. the Special Conditions of contract; and
7. the Procuring entity’s Notification of Award
8. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
9. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

|  |  |  |
| --- | --- | --- |
| Signed, sealed, delivered by | the | (for the Procuring entity |
| Signed, sealed, delivered by | the | (for the tenderer in the presence of |

**EVALUATION CRITERIA**

Tetu Aberdare Water and Sanitation Company Limited will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.

The points given to evaluation criteria are as per the following evaluation criteria matrixes below:

**EVALUATION CRITERIA**

The method of evaluation will be done as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **A.** | **MANDATORY REQUIREMENT** | **YES** | **NO** |
| A1 | Must be registered with the Insurance regulatory authority for current year and a copy of the current license be submitted |  |  |
| A2 | Must have handled insurance services for the last three (3) years |  |  |
| A3 | Copy of valid tax compliance certificate. |  |  |
| A4 | Copy of valid pin certificate |  |  |
| A5 | Copy of current business permit/trade license. |  |  |
| A6 | Attach a valid Certificate of incorporation /Certificate of  registration. |  |  |
| A7 | Confidential business questionnaire duly completed detailing  directors/partners/sole proprietorship. |  |  |
| A8 | Bid documents must be submitted in two copies marked  **“original and Copy”** |  |  |
| A9 | Certificate of Membership of the Association of Kenya Insurance (AKI) |  |  |
| A10 | Should dully fill the business questionnaire |  |  |
| A11 | Must serialize the bid documents |  |  |

For the bidder to proceed to the next stage, one **must** meet all the **Mandatory Requirements**

|  |  |  |
| --- | --- | --- |
| **(B)** | **TECHNICAL REQUIREMENTS** |  |
| B1 | **Financial capabilities**   * Provide evidence of certified Financial Statements for the last 2 years | 10 |
| B2 | **Financial Stability**   * Should provide evidence of profit making in the attached 2 years audited reports | 10 |
| B3 | **Experience in Past Performance**   * Must give and attach evidence from at least three (3) reputable clients/firms such as Letters of recommended, Copies of L.S. O’s, Completion Certificates from the respective firms. | 30 |
| B4 | **Staff Qualification and Experience**   * Must provide information of the key personnel, detailing their experience and qualification in handling the assignment. The information to be provided should include: Names, Technical Expertise, and the Curriculum Vitae of the personnel. | 20 |
| B5 | Must provide a detailed plan on the claim processing timeline | 15 |
| B6 | Should evidence/certificate of paid-up capital of at least Ksh5Million | 15 |
|  | **GRAND TOTAL** | **100** |

## To Note

**For a tenderer to qualify for the recommendation of the award, they must meet a minimum score of 70%.**

## Validity of documents attached is subject to confirmation by the evaluation committee

**Declaration (For the Tenderer only)**

(The tenderer is expected to state categorically whether he/she will/will not accept to be evaluated on the above criteria)

**Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender?***(Tick appropriately below)*

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | | **Yes** | |
|  |  |  |  |
|  |  |
|  |  |

**Official Stamp …………………………………………………Sign…………………..**

**TETU ABERDARE WATER AND SANITATION COMPANY LTD**

**P.O. BOX 1089 - 10100 NYERI**

**PROVISION OF VARIOUS INSURANCE SERVICES FOR THE PERIOD 2021/2022 AND 2022/2023**

**TENDER NO: TEAWASCO/014/2021-2022/2022-2023 (TWO FINANCIAL YEARS)**

Kindly provide us with your most competitive quotation in respect to the following:

1. **FIRE & ALLIED PERILS INSURANCE**

SUMMARY OF COVER: Loss of or damage to Insured Property from

All Types of Fires, Lightning, Full Explosion, Earthquake (Fire, Shock and Volcanic Eruption), Bush Fire, Spontaneous Combustion, Subterranean Fire, All Types of Impact (Aerial, Land etc.), Riot, Strike, Malicious Damage, All Types of Water damage and special perils A to H occasioned by an Insured Peril.

INTEREST AND SUM

INSURED :

|  |  |
| --- | --- |
| **Description** | **Sum Insured** |
| Buildings | 1,000,000.00 |
| Office equipment | 200,000,00 |
| Office furniture, fixtures and fittings | 100,000.00 |
| Stationery Stocks | 50,000.00 |
| Stock : Pipes and Fittings | 1000,000.00 |
| Stock : Cold Water Meters | 500,000.00 |

SITUATION : Anywhere in Kenya.

EXTENSIVE CLAUSES

* 72 hours clause
* 85% average condition
* Accidental error or omission
* Adjoining building
* All other contents – Kshs.250,000
* Alterations clause
* Appraisement clause
* Architects, Quantity Surveyors and consulting engineers clause
* Automatic reinstatement of loss clause
* Breach of conditions clause
* Bush fire
* Cancellation (30) days clause
* Capital additional clause – 10%
* Computer system records clause
* Contract works
* Cost of demolition, site clearance and erection
* Hoardings
* Cost of Re-erection clause
* Debris removal costs clause
* Designation of property clause
* Definition of buildings
* Expediting expenses clause
* Fines and damages
* Fire brigade charges
* General interest clause
* Goods in trust and/or on commission
* Import duty clause
* Landlord`s fixtures and fittings
* Loss reduction clause
* Misdescription clause
* Mortgagee’s clause
* Municipal plans and scrutiny fees
* Parking of vehicles
* Payment on account clause
* Public authorities clause
* Public utilities clause
* Reinstatement clause/replacement
* Riot, strike and civil commotion
* Spontaneous combustion
* Subrogation Waiver clause
* Temporary removal clause
* Tenants clause either with the client as a tenant or the
* client as the owner
* Vehicle loads clause
* Un-occupancy clause – 30 days
* Workmen on premises clause
* Subject to amended Electrical clause III.

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(B) COMPUTER INSURANCE**

SUMMARY OF COVER: Indemnity to the insured in the event of unforeseen. Physical loss or damage caused by negligence, improper handling, willful acts of third parties, short circuit, induction, fire, Lightening, explosion, extinguishing operations, water moisture, burglary, theft, robbery, plundering and sabotage, earthquake, flooding, faulty construction, error in design and defects in material.

INTEREST AND SUMS

INSURED :

|  |  |  |
| --- | --- | --- |
| 1 | Computers & Accessories | **253,584.12** |
| 2 | Increased cost of working | 100,000.00 |
| 3 | Cost of reproducing data | 100,000.00 |
| 4 | Indemnity period | 12 Months |
|  |  |  |

CLAUSES APPLICABLE :

* Automatic additions / deletions
* Include riot, strike & civil commotion
* Expediting Expenses
* Airfreight
* Transit
* Automatic reinstatement of loss
* Reinstatement value

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(C) BURGLARY INSURANCE**

SUMMARY OF COVER: Loss of damage occasioned by theft by forcible violent entry into or exit from the premises.

INTEREST AND SUMS

INSURED :

|  |  |
| --- | --- |
| Office furniture, fixtures, fittings, equipment, other contents of every description including | 500,000.00 |
| Stationery Stock | 50,000.00 |
| Office Equipment | 500,000.00 |
|  |  |

SPECIAL EXTENSIVE CLAUSES:

* Including riots and strike
* Including armed hold up
* Including damage to building
* Automatic reinstatement of the loss
* Watchman’s warranty
* Excluding theft by servant/employee
* Excluding cash, currency notes and cheques
* Including the average clause
* Including goods held in trust

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(D) ALL RISKS INSURANCE**

SUMMARY OF COVER : Loss or damage to the insured's property arising from any cause not excluded by the policy.

INTEREST AND SUMS : Total sum insured **Kshs 938,078.80**

INSURED

SITUATION : Worldwide

EXCLUSIONS :

* Excluding wear, tear, and vermin

Excluding nuclear fission, war, and kindred risks

Excluding mechanical derangement

Excluding confiscation and expropriation.

CLAUSES APPLICABLE :

* Automatic additions / deletions
* Automatic reinstatement of loss
* Include riot, strike & civil commotion
* Pairs and sets
* Reinstatement value
* Temporary removal
* Locked vehicle

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(E) GROUP PERSONAL ACCIDENT – BOARD OF DIRECTORS**

SUMMARY OF COVER : Compensation in respect of accidental death and/or

injury in accordance with the Benefits specified, and for the persons indicated below.

SITUATION : WORLDWIDE

INTEREST AND SUM : Seven (7) Non-Executive Directors including alternate members whilst traveling in or engaged in company business during the period of the policy.

|  |  |
| --- | --- |
| Benefits | Kshs. |
| Death | 3,000,000 per person |
| Permanent Total Disability | 3,000,000 per person |
| Medical | 300,000 per person per year |

SPECIAL CLAUSES :

Age limit – 18 to 70 years

Air fares / repatriation for treatment person per Accident

Cancellation notice – 30 days

Disappearance clause

Drugs exclusion not to apply where drugs are administered by

a medical Practitioner

Exposure clause

Hi-jack clause

Mountaineering (excluding use of ropes and guides)

Payment on account

Riot, strike and civil commotion

Subject to declaration and premium adjustment in respect of schedule

Trustee’s clause

Use of motor cycles

Accumulation limit – 25,000,000

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(F) MONEY**

SUMMARY OF COVER : Loss or destruction of money belonging to the insured

or for which they are responsible in the situation specified and loss of or damage to safes by burglars, robbers or thieves.

MONEY DEFINITION : Cash, Bank Notes, Current Postage and Revenue

Stamps, Credit Cards, Travellers Cheques, Foreign Currency Equivalent and any Documents exchangeable for Cash at their face value.

INTEREST AND LIMITS **:**

OF LIABILITY

|  |  |  |
| --- | --- | --- |
| **Ref. No.** | **Description** | **Limit Kshs.** |
| 1. | Money in transit including wages until paid out | 200,000.00 |
| 2 | Money in Locked safe/strong room out of business hours | 400,000.00 |
| 3. | Money in premises during business hours | 300,000.00 |
| 4. | Money in premises out of the safe outside business hours | 100,000.00 |
| 5. | Value Safes | 60,000.00 |
| 6. | Cash in custody of authorized employees | 100,000.00 |
| 7. | Estimated Annual Carry | 20,000,000.00 |

**GEOGRAPHICAL**

AREA : Kenya

SPECIAL CLAUSES :

Damage to employees clothing and personal effects due to assault Kshs. 50,000

Fire, Explosion, Earthquake, all special perils

Infidelity of employees – discovery period 7 days

Notice of cancellation 30 days

Policy subject to annual declaration of total cash carried and premium adjustment

Riot, strike and civil commotion

Premium …………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………

**(G) WORK INJURY BENEFITS INSURANCE POLICY AS PER THE**

**NEW ACT-2007 FOR PERMANENT STAFF**

SUMMARY OF COVER : Indemnity in respect of death or injury to any employee/s in the insured’s immediate service by accident or disease arising out of and in the course of their employment by the insured.

INTEREST : All permanent employees (29 Number) and casuals on contract (38 Number) of the insured with estimated annual earnings of Kshs. 27,336,948

LIMITS OF LIABILITY : Any one person : Kshs. 4,000,000

Any one occurrence : Kshs. 25,000,000

Any one period/year : Kshs. 50,000,000

BENEFITS

|  |  |
| --- | --- |
| **COVERAGE** | **COMPENSATION (PER EMPLOYEE)** |
| Death | 96 months earnings subject to the maximum amounts set out under the limit of liability above. |
| Permanent Total Disablement | Percentages as set out in the first schedule of Work Injury Benefits Act, 2007. |
| Temporary Total/Partial Disablement | Percentages as set out in the first schedule of Work Injury Benefits Act, 2007. |
| Medical Expenses | Actual Maximum Kshs. 100,000. |
| Funeral Expenses | Kshs. 30,000 per deceased employee. |

SPECIAL CLAUSES :

Cancellation notice – 30 days

Riot, Strike and civil commotion

Subject to annual declaration and premium adjustment

Travel to and from work/social functions, etc. including participation in sporting activities

Excluding legal liability whatsoever

Excluding injury by any accident or disease attributed to war or kindred activities and acts of terrorism.

Excluding pneumoconiosis asbestosis silicosis

Excluding nuclear risks/ionising radiations/radioactivity

Waiver of monetary limit

Including medical expenses

Excluding pre-existing medical conditions unless declared.

Premium ……………………………………………………………………………………………..

Excess/Remarks………………………………………………………………………………………

**(H) WORK INJURY BENEFITS INSURANCE POLICY AS PER THE**

**NEW ACT-2007 FOR ARTERNATING CASUAL**

SUMMARY OF COVER : Indemnity in respect of death or injury to any employee/s in the insured’s immediate service by accident or disease arising out of and in the course of their employment by the insured.

INTEREST : Ten (10) casuals with estimated annual wage earning of Kshs.1,248,000

LIMITS OF LIABILITY : Any one person : Kshs. 4,000,000

Any one occurrence : Kshs. 25,000,000

Any one period/year : Kshs. 50,000,000

BENEFITS

|  |  |
| --- | --- |
| **COVERAGE** | **COMPENSATION (PER EMPLOYEE)** |
| Death | 96 months earnings subject to the maximum amounts set out under the limit of liability above. |
| Permanent Total Disablement | Percentages as set out in the first schedule of Work Injury Benefits Act, 2007. |
| Temporary Total/Partial Disablement | Percentages as set out in the first schedule of Work Injury Benefits Act, 2007. |
| Medical Expenses | Actual Maximum Kshs. 100,000. |
| Funeral Expenses | Kshs. 30,000 per deceased employee. |

SPECIAL CLAUSES :

Cancellation notice – 30 days

Riot, Strike and civil commotion

Subject to annual declaration and premium adjustment

Travel to and from work/social functions, etc. including participation in sporting activities

Excluding legal liability whatsoever

Excluding injury by any accident or disease attributed to war or kindred activities and acts of terrorism.

Excluding pneumoconiosis asbestosis silicosis

Excluding nuclear risks/ionising radiations/radioactivity

Waiver of monetary limit

Including medical expenses

Excluding pre-existing medical conditions unless declared.

Premium ………………………………………………………………………………………………

Excess/Remarks ………………………………………………………………………………………

**(I) PUBLIC LIABILITY**

SUMMARY OF COVER : Indemnity against legal liability to third parties in respect of accidental death, bodily injury and/or illness and/or loss of or damage to property incurred by the insured in the course of the insured’s business.

LIMITS OF LIABILITY :

|  |  |  |
| --- | --- | --- |
| Limit Any One Person | Event Limit | Period Limit |
| Kshs 1,000,000 | Kshs 2,000.000 | Kshs 2,000,000 |

SITUATION : WORLDWIDE

SPECIAL CONDITIONS

* Cancellation (30 days) clause
* Car park clause
* Contract works – 2,000,000
* Cross liability clause
* Customers equipment
* Defective sanitation
* Employees/Guests effects Kshs. 100,000 per person
* Exhibitions and signboards
* Fire, Lightning, and explosion
* First aid
* Flood, fumes and pollution
* Food and drink
* Goods held in trust or on commission
* Individual liability of directors
* Leased premises
* Lifts and hoists
* Loading and unloading
* Machinery and plant
* Motor contingent
* Private dwellings
* Liability assumed by agreement
* Property owners and managers
* Railway sidings
* Subsidence/Collapse
* Temporary visits worldwide
* Tools of trade
* Tree felling
* Work away
* Guard dogs
* Sports/Social facilities
* Sub contractors/Contractors
* Business plant/machinery
* Property in custody or control
* Public utilities.

Premium …………………………………………………………………………………………………………………

Excess/Remarks …………………………………………………………………………………………………………………

**(J) MOTOR CYCLES INSURANCE**

SUMMARY OF COVER : Indemnity against loss of or damage to motor cycles, liability to third parties and passenger liability arising out of use of motor cycles owned and/or operated by the insured.

INTEREST AND SUM

INSURED : **Kshs629,787.46** Comprehensive

LIMITS OF LIABILITY :

|  |  |
| --- | --- |
| Liability | Limit – Kshs. |
| Third party property damage  Third party bodily injury  Passenger liability  Any one passenger  Any one event  Authorised repair  Medical expenses  Towing charges  Windscreen  Radio Cassette | 2,000,000  Unlimited    2,000,000  4,000,000  30,000  30,000  20,000  Nil  Nil |

GEOGRAPHICAL

AREA : EAST AFRICA

CLAUSES : Cancellation notice 30 days

Motor contingent liability

Use by a motor trader

Premium …………………………………………………………………………………………………………………

Excess/Remarks

…………………………………………………………………………………………………………………

**(K) MOTOR VEHICLE INSURANCE**

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

INTEREST AND SUM

INSURED : **Kshs1,311,593.28** Comprehensive

LIMITS OF LIABILITY :

|  |  |
| --- | --- |
| Liability | Limit – Kshs. |
| Third party property damage  Third party bodily injury  Passenger liability  Any one passenger  Any one event  Authorized repair  Medical expenses  Towing charges  Windscreen  Radio Cassette | 2,000,000  Unlimited    2,000,000  4,000,000  30,000  30,000  20,000  Nil  Nil |

GEOGRAPHICAL

AREA : EAST AFRICA

CLAUSES : Cancellation notice 30 days

Motor contingent liability

Use by a motor trader

Premium …………………………………………………………………………………………………………………..

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **TETU ABERDARE WATER AND SANITATION COMPANY LTD** | | | | | | | | |
|  | **VALUE OF ASSETS AND ITEMS TO BE INSURED AS AT 30.6.2021** | | | | | | | | |
|  | **POLICIES** | **Items** | **Date of Purchase** | **Cost** | **NBV AS AT 1/7/2020** | **Depreciation** | **Depreciation** | **Duration** | **N.B.V.** |
|  |  |  |  |  |  | Rate |  |  | Realizable Value |
| A. | Computers | 3 No Computers | 17.10.2007 | 197,680.00 | 1,915.25 | 30 | 574.58 | 12 Months | 1,340.68 |
| And Copier | 1 No Computer | From Tana | 35,035.00 | 339.42 | 30 | 101.83 | 12 Months | 237.59 |
|  | 1 No Computer | 22.6.2009 | 82,000.00 | 1,621.41 | 30 | 486.42 | 12 Months | 1,134.99 |
|  | 1 No Hp Printer | Nov-08 | 36,000.00 | 498.25 | 30 | 149.48 | 12 Months | 348.78 |
|  | 1 Sharp Digital copier (AR - M205) | 8.09.2009 | 172,700.00 | 3,414.85 | 30 | 1,024.46 | 12 Months | 2,390.40 |
|  | 3Desktop Dell Computer (Donated by TWSB) | Jun-10 |  |  |  |  |  |  |
|  | Each at Kshs.73,400.00 |  | 220,200.00 | 6,220.10 | 30 | 1,866.03 | 12 Months | 4,354.07 |
|  | 2 No Printer & Projector | Jun-11 | 138,100.00 | 3,923.22 | 30 | 1,176.97 | 12 Months | 2,746.25 |
|  | 2 No Monitors | Jun-13 | 37,400.00 | 3,080.05 | 30 | 924.02 | 12 Months | 2,156.04 |
|  | 2 No HP Computers | Jun-13 | 163,000.00 | 13,423.75 | 30 | 4,027.13 | 12 Months | 9,396.63 |
|  | 1 No Copier | 20/9/2013 | 293,000.00 | 39,115.65 | 30 | 11,734.70 | 12 Months | 27,380.96 |
|  | Server | 30/6/2014 | 248,000.00 | 29,176.95 | 30 | 8,753.09 | 12 Months | 20,423.87 |
|  | 3No HP Computers | Oct-16 | 234,000.00 | 56,183.40 | 30 | 16,855.02 | 12 Months | 39,328.38 |
|  | 4 No Monitors | 30/6/2014 | 72,000.00 | 8,470.73 | 30 | 2,541.22 | 12 Months | 5,929.51 |
|  | 15 no Samsung galaxy A20s 32 GB | 20/1/2020 | 278,400.00 | 194,880.00 | 30 | 58,464.00 | 12 Months | 136,416.00 |
|  |  |  | **2,207,515.00** | **362,263.03** |  | **108,678.91** |  | **253,584.12** |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| B. | All Risk | Binding Machine | 17.10.2007 | 6,500.00 | 1,145.56 | 12.5 | 143.20 | 12 Months | 1,002.37 |
| 1Laptop | 28.8.2008 | 87,500.00 | 5,772.47 | 30.0 | 1,731.74 | 12 Months | 4,040.73 |
| 1No. Dell Laptop | 22. 6.2009 | 86,000.00 | 8,108.63 | 30.0 | 2,432.59 | 12 Months | 5,676.04 |
| 1 Laptop | 30/6/2014 | 75,000.00 | 26,927.73 | 30.0 | 8,078.32 | 12 Months | 18,849.41 |
| 6No HD laptops4GG ram 500gb | Apr-21 | 510,000.00 | 510,000.00 | 30.0 | 153,000.00 | 12 Months | 357,000.00 |
| 2 no Dell Laptop |  | 110,000.00 | 58,953.13 | 30.0 | 17,685.94 | 12 Months | 41,267.19 |
|  |  | **875,000.00** | **610,907.52** |  | **183,071.78** |  | **427,835.74** |
| Lab Equipment | 2 No Bromothymol Blue Disk | 4.09.2007 | 24,000.00 | 4,229.65 | 12.5 | 528.71 | 12 Months | 3,700.94 |
| 4 No Chlorine Discs 340/A | 4.09.2007 | 48,000.00 | 8,459.32 | 12.5 | 1,057.42 | 12 Months | 7,401.91 |
| 2 No Lovibond Comparators | 4.09.2007 | 20,000.00 | 3,524.61 | 12.5 | 440.58 | 12 Months | 3,084.03 |
| 2 No. Weighing Machine | 1.07.2009 | 166,000.00 | 38,211.80 | 12.5 | 4,776.48 | 12 Months | 33,435.33 |
| 1 No. Biological Incubator | 4.02.2010 | 78,300.00 | 18,023.77 | 12.5 | 2,252.97 | 12 months | 15,770.80 |
| 1 No Calorimeter | 10.03.2011 | 139,200.00 | 36,620.12 | 12.5 | 4,577.52 | 12 Months | 32,042.61 |
| 2 No. Turbidity Meter | 4.03.2009 | 220,000.00 | 44,311.55 | 12.5 | 5,538.94 | 12 Months | 38,772.61 |
| 1 No Turbidity Meter | 14.11.2011 | 113,760.00 | 39,088.95 | 12.5 | 4,886.12 | 12 Months | 34,202.83 |
|  |  |  | **192,469.77** |  | **24,058.72** |  | **168,411.05** |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| C. | Office Furniture Fixtures and fittings | 4 No Steel filing cabinet 4 drawers | N/A | 56,800.00 | 11,440.32 | 12.5 | 1,430.04 | 12 Months | 10,010.28 |
| 11 No Office chair without arms: Wooden | N/A | 6,600.00 | 1,167.76 | 12.5 | 145.97 | 12 Months | 1,021.79 |
| 4 No Office chair arms: Wooden | N/A | 2,800.00 | 493.39 | 12.5 | 61.67 | 12 Months | 431.72 |
| 2 No Office steel chairs without arms (PVC) | N/A | 800.00 | 148.81 | 12.5 | 18.60 | 12 Months | 130.21 |
| 7 No. Tables - Hardwood | N/A | 42,000.00 | 7,401.91 | 12.5 | 925.24 | 12 Months | 6,476.67 |
| 3Computer Tables (Donated By TWSB) | Jun-10 | 25,500.00 | 4,493.93 | 12.5 | 561.74 | 12 Months | 3,932.19 |
| Each at Kshs8,500 |  | 134,500.00 | **25,146.12** |  | **3,143.27** |  | **22,002.86** |
| Office Cabinets | 22.10.2010 | 30,100.00 | 9,049.80 | 12.5 | 1,131.23 | 12 Months | 7,918.58 |
| Office Chairs | 28.3.2011 | 100,485.00 | 30,211.60 | 12.5 | 3,776.45 | 12 Months | 26,435.15 |
| Fire Fighting Fixtures | 5.01.2011 | 56,875.00 | 17,099.88 | 12.5 | 2,137.49 | 12 Months | 14,962.40 |
| 13 No Office chairs with covers | 25.11.2011 | 64,350.00 | 19,347.33 | 12.5 | 2,418.42 | 12 Months | 16,928.91 |
|  |  | **251,810.00** | **75,708.61** |  | **9,463.58** |  | **66,245.03** |
| **SUB TOTAL** |  |  |  | **1,266,495.05** |  |  |  | **938,078.80** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| D. | Toyota Hilux Single Cabin KBL 507G | 2,510,000 | 1,882,500 | 188,463 | 25.00 | 47,115.64 | 12 Months | 141,346.93 |
| Toyota Hilux Single Cabin KAE 673F | 460,000 | 345,000 | 34,539 | 25.00 | 8,634.74 | 12 Months | 25,904.22 |
| Toyota Hilux Double Cabin KCE 847 D | 4,755,803 | 4,755,803 | 1,504,766 | 25.00 | 376,191.45 | 12 Months | 1,128,574.34 |
| Suzuki KAG 672D | 280,000 | 210,000 | 21,024 | 25.00 | 5,255.93 | 12 Months | 15,767.79 |
|  |  | **7,193,303** | **1,748,791.04** |  | **437,197.76** |  | **1,311,593.28** |
| **MOTOR BIKES** |  |  |  |  |  |  |  |
| Motor Bikes |  |  |  |  |  |  |  |
| KBL 733 G | 265,000 | 198,750 | 19,897 | 25.00 | 4,974.36 | 12 Months | 14,923.08 |
| KBL 746 G | 260,000 | 195,000 | 19,513 | 25.00 | 4,878.13 | 12 Months | 14,634.40 |
| KBL 740 G | 270,000 | 202,500 | 20,273 | 25.00 | 5,068.22 | 12 Months | 15,204.65 |
| KAN 310 U | 90,000 | 67,500 | 6,757 | 25.00 | 1,689.27 | 12 Months | 5,067.80 |
| KAN 311 U | 95,000 | 71,250 | 7,133 | 25.00 | 1,783.26 | 12 Months | 5,349.79 |
| KAN 080U | 80,000 | 60,000 | 6,007 | 25.00 | 1,501.70 | 12 Months | 4,505.09 |
| KBN 463E | 280,000 | 210,000 | 21,024 | 25.00 | 5,255.93 | 12 Months | 15,767.79 |
| KBR 075U | 330,000 | 330,000 | 33,037 | 25.00 | 8,259.32 | 12 Months | 24,777.95 |
| KBZ 568 D | 16/2/2015 | 89,900 | 16,000 | 25.00 | 4,000.07 | 12 Months | 12,000.20 |
| KBZ 569D | 16/2/2015 | 89,900 | 16,000 | 25.00 | 4,000.07 | 12 Months | 12,000.20 |
| KBZ 570D | 16/2/2015 | 89,900 | 16,000 | 25.00 | 4,000.07 | 12 Months | 12,000.20 |
| KCD 606 G | 04/02/2016 | 95,000 | 22,544 | 25.00 | 5,635.99 | 12 Months | 16,907.96 |
| KCD607 G | 04/02/2016 | 95,000 | 22,544 | 25.00 | 5,635.99 | 12 Months | 16,907.96 |
| KCD 608G | 04/02/2016 | 95,000 | 22,954 | 25.00 | 5,738.49 | 12 Months | 17,215.46 |
| KCH 169 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.33 | 12 Months | 31,608.98 |
| KCH 170 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.19 | 12 Months | 31,608.56 |
| KCH 171 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.19 | 12 Months | 31,608.56 |
| KCH 172 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.33 | 12 Months | 31,608.98 |
| KCH 173 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.33 | 12 Months | 31,608.98 |
| KCH 174 Q | 18/8/2017 | 99,900 | 42,145 | 25.00 | 10,536.33 | 12 Months | 31,608.98 |
| KCK 223 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
| KCK 224 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
| KCK 225 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
| KCK 226 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
| KCK 227 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
| KCK 228 U | 23/3/2018 | 99,900 | 56,194 | 25.00 | 14,048.44 | 12 Months | 42,145.31 |
|  |  | **3,088,500** | **839,716.61** |  | **209,929.15** |  | **629,787.46** |
|  |  |  | **2,588,507.65** |  |  |  | **1,941,380.74** |
|  |  |  | **3,855,002.70** |  | **975,543.17** |  | **2,879,459.53** |

**NOTE:**

TO PROVIDE CHARGES FOR ALL DESTINATION APPLICABLE TO YOUR ORGANIZATION

…………………………….

**REMARKS**……………………………………………………………………………..

………………………………………………………………………….….

**TENDERERS NAME**………………………………………………………..

|  |  |
| --- | --- |
| **SIGNATURE** | ……………………………………………….……………. |

Signature of tenderer

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