



**GEOHERMAL DEVELOPMENT COMPANY LIMITED**

**TENDER FOR PROVISION OF INSURANCE BROKERAGE SERVICES FOR GROUP LIFE  
INSURANCE & GROUP CREDITORS POLICY FOR APERIOD OF NINE (9) MONTHS.**

**TENDER NUMBER: GDC/BSSI/OT/005/2019-2020**

**CLOSING DATE AND TIME: 19<sup>TH</sup> SEPTEMBER 2019 AT 1400HOURS (2:00P.M)**

**Geothermal Development Company Limited  
Kawi House South C, Off Mombasa Road  
P.O Box 100746 – 00100  
Nairobi, Kenya  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

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## **SECTION A: INVITATION TO TENDER**

- 1.1 Geothermal Development Company invites sealed bids for “Insurance Brokerage Services for **Nine (9) Months starting from October 1<sup>st</sup> 2019 to 30<sup>th</sup> June 2020**” whose specifications are detailed in the attached Tender Document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays.
- 1.3 An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of **Kshs. 1000** payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or PPIP Portal [www.tenders.go.ke](http://www.tenders.go.ke) **free of charge or at no cost.** Bidders who download the tender document from the websites **MUST** forward their particulars immediately for records and any for further tender clarifications and addenda.
- 1.4 Tenders must be accompanied by an original bid security of **Ksh 100,000** in the form specified in the tender document.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, or be addressed to;  
**THE MANAGING DIRECTOR,**  
**GEOHERMAL DEVELOPMENT COMPANY LTD (GDC)**  
**P.O. BOX 100746 – 00101**  
**NAIROBI, KENYA**  
So as to be received on or before **Thursday 19<sup>th</sup> September 2019 at 2.00pm (1400Hrs)**
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at GDC Kawi House Office Ground Floor boardroom.

**MANAGER, SUPPLY CHAIN**

## **SECTION B – GENERAL INFORMATION**

### **Introduction**

#### **1 Eligible Tenderer**

- 1.1 The invitation to Tender is open to all tenderers eligible as described in the tender document. Successful tenderers shall complete the tender for goods by the stipulated duration from the date of commencement specified in the tender document.

#### **2 Cost of Tendering**

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of this tender, and GDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### **3 The Tender document**

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of the instructions to tenderers.
- i. Invitation for Tenders
  - ii. General Information
  - iii. General Conditions of the contract
  - iv. Special Conditions of the contract
  - v. Schedule of requirements
  - vi. Technical specifications
  - vii. Tender Form
  - viii. Price schedules
  - ix. Tender Security Form
  - x. Contract Form
  - xi. Performance Security Form
  - xii. Insurance Company's Authorization Form
  - xiii. Risk Notes
  - xiv. Request for review Form
  - xv. Declaration Form
  - xvi. Confidential Business Questionnaire Form

- 3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required by the tender document 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.

#### **4 Clarification of Documents**

Any clarification of the tender document may be sought from GDC in writing at the address indicated in the invitation for tenders. GDC 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 GDC. 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 tenderer candidates who have received the tender document.

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

## 5 **Amendment of Documents**

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

- 5.2 All prospective tenderers who have been sent the tender document will be notified of the amendment in writing by post or email, and such amendment will be binding on them.

- 5.3 In order to allow the tender prospective tenderer reason time in which to take the amendment into account in preparing their tenders, GDC at its discretion may extend the deadline for the submission of tenders.

## 6 **Preparation of Tenders**

- 6.1 The tenderers are invited to submit a Proposal for Provision of Insurance Brokerage Services for 2019-2020.

### 6.2 **The Proposal**

6.2.1 The proposals should clearly include, the taxes, duties, fees, levies, and other impositions imposed under the applicable law, on the tenderers, in relation to the assignment

6.2.2 The rates and fees must be expressed and will be paid in Kenya Shillings.

6.2.3 Proposals must remain valid for one twenty (120) days after submission date. GDC will make its best effort to complete negotiations within this period.

## 7 **Language of the Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and GDC shall be 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.

## 8 **Documents comprising the tender**

The tender prepared by the tenderer shall comprise the following components;

- i. A Tender form and a price schedule completed in accordance with paragraphs 9, 10 and 11 below

- ii. Documentary evidence established in accordance with paragraph 13 below that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
- iii. Tender security furnished in accordance with paragraph 13
- iv. Declaration form

9 **Tender Form**

The tenderer shall complete the Tender Form and the appropriate Rates, Schedule furnished in the tender documents, indicating the services to be performed.

10 **Tender Prices/Rates**

The tenderers shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services they propose to provide under the contract.

- 10.1 Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes payable.
- 10.2 Rates quoted by the tenderer shall be fixed during the Term of the Contract and not subject to variation on any account. A tender submitted with adjustable rates, the quotation will be treated as non-responsive and will be rejected.
- 10.3 Premiums will be paid separately for each respective period of insurance.
- 10.4 Contract price variations shall not be allowed for contracts exceeding one year.
- 10.5 Where contract price variation is allowed, the variation shall **not exceed 25%** of the original contract price.
- 10.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11 **Tender Currencies**

Prices shall be quoted in Kenya Shillings.

12 **Tender Eligibility**

Pursuant to paragraph 3, the tenderer shall furnish relevant documents as part of its tender documents.

13 **Tender Security**

- 13.1 **The tenderer shall furnish, as part of its tender, a Tender Security of Ksh 100,000.00. The same should be enclosed together with the Original Proposal from the tenderer.**
- 13.2 The tender security is required to protect GDC against the risk of tenderer's conduct, which would warrant the security's forfeiture pursuant to clause 13.7.
- 13.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of cash, a bank guarantee, or such insurance guarantee approved by the Public Procurement Regulatory Authority in the form provided in the tender documents or another form acceptable to GDC and valid for thirty (30) days beyond the validity of the tender.

- 13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by GDC as non-responsive.
- 13.5 Unsuccessful 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 GDC.
- 13.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and receipt of original policy documents.
- 13.7 The tender security may be forfeited:-
- a) If a tenderer withdraws its tender during the period of tender validity specified by GDC on the Tender Form; or
  - b) In the case of a successful tenderer, if the tenderer fails to sign the contract.

#### **14 Validity of Tenders**

- 14.1 Tenders shall remain valid for **120 days** after the date of tender opening prescribed by GDC.
- 14.2 In exceptional circumstances, GDC 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 13 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.

#### **15 Format and Signing of Tender**

- 15.1 The tenderer shall prepare one original and two copies of the tender, clearly marking "ORIGINAL TENDER" and "ONE COPY OF TENDER," as appropriate.
- 15.2 In the event of any discrepancy between them, the original shall govern.
- 15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### **16 Submission of Tenders Sealing and Marking of Tenders**

- 16.1 Each Proposal shall be marked "ORIGINAL" or "A COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 16.2 The original and copies of the Proposals shall be placed in a sealed envelope clearly marked "PROPOSAL FOR INSURANCE BROKERAGE SERVICES FOR 2019-2020." The original

and copies shall be placed in a sealed envelope with a warning: “DO NOT OPEN EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.” The envelope shall be clearly marked, “DO NOT OPEN, BEFORE **Thursday 19<sup>th</sup> September 2019 at 1400Hours (2:00p.m).**”

- 16.3 To be addressed to GDC at the following address:-  
The Managing Director & CEO  
Geothermal Development Company Limited  
P.O. Box 100746-00101  
NAIROBI, KENYA
- 16.4 The inner envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late.”
- 16.5 If the outer envelope is not sealed and marked as required, GDC will assume no responsibility for the tender’s misplacement or premature opening.
- 16.6 Bidders are advised to ensure Pagination/serialization of ALL pages of the submitted proposal document for both the original and the copies i.e. paginated/serialized every page in the whole document in a sequential manner, from the beginning of the document to the end. This includes ALL attachments submitted by the bidder and all pages already paginated by GDC. Properly organize bid documents and use thermal binding.
- 17 **Deadline for Submission of Tenders**
- 17.1 Tenders must be received by GDC at the address specified under paragraph 16 no later than **Thursday 19<sup>th</sup> September 2019 at 1400Hours (2:00p.m).**
- 17.2 GDC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of GDC and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.
- 18 **Modification and Withdrawal of Tenders**
- 18.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the GDC prior to the deadline prescribed for submission of tenders.
- 18.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 16. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

- 18.3 No tender may be modified after the deadline for submission of tenders.
- 18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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.

**19 Opening and Evaluation of tenders**  
**Opening of Tenders**

- 19.1 GDC will open all proposals in the presence of tenderers' representatives who choose to attend, on **Thursday 19<sup>th</sup> September 2019 at 1400Hours (2:00p.m)** at Kawi House Office, ground floor South C off Mombasa Road.
- 19.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 19.3 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as GDC, at its discretion, may consider appropriate, will be announced at the opening.
- 19.4 GDC will prepare minutes of the tender opening.

**20 Clarification of Tenders**

- 20.1 To assist in the examination, evaluation and comparison of tenders GDC 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.
- 20.2 Any effort by the tenderer to influence GDC in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

**21 Preliminary Examination and responsiveness**

- 21.1 GDC 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.
- 21.2 GDC 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.

- 21.3 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 amounts in words will prevail.
- 21.4 Prior to the detailed evaluation, pursuant to Section C, GDC 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. GDC's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 21.5 If a tender is not substantially responsive, it will be rejected by the GDC and may not subsequently be made responsive by the tenderer by correction of the non-conformity

## 22 **Evaluation and Comparison of Tenders**

- 22.1 GDC will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to Section C.
- 22.2 In the proposals, the evaluation shall be of the price to include all costs, as well as duties and taxes payable for the provision of the services.
- 22.3 The GDC's evaluation of a tender will take into account, in addition to the tender price, the following factors in the manner and to the extent indicated in paragraph 22.4
- 22.4 The following evaluation methods will be applied:-
- i. Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price which will be weighted on the technical score. Tenderers are however permitted to state an alternative payment schedule and indicate the reduction in the tender price they wish to offer for such alternative payment schedule. GDC may consider the alternative payment schedule offered by the selected tenderer
  - ii. GDC shall also take into consideration past experience in service delivery and the tenderer is requested to attach documentary evidence demonstrating past capability and capacity to Underwrite and handle claims of all classes of Insurance in the prescribed form under Section M.
  - iii. Tenders offering to perform longer than GDC's required delivery time will be treated as non-responsive and rejected.

- 22.5 GDC reserves the right to inspect the validity or status of documents submitted at the pre-qualification stage and if found invalid, will be non-responsive and the tenderer's financial proposals will not be considered.
- 22.6 GDC will award the contract to the successful tenderer whose tender has been determined to be the most responsive evaluated tender and qualified to perform the contract. GDC shall also take into consideration previous past claims lodged by GDC with the tenderers where applicable (i.e. if tenderer has underwritten policies for GDC in the past) and underwriting performance in determining the substantial responsiveness at tender award. The factors to be considered shall include; where necessary documentary proof will be provided:-
- a) Arbitrary rejection of disputed claims.
  - b) Failure to satisfactorily conclude claims.
  - c) Delay in claim payments (more than 150days from the date of full documentation).
  - d) Failure to adhere to our contract terms and performance benchmarks.
- 22.7 GDC will take into consideration value addition services, i.e. Training locally and abroad of GDC personnel in insurance related matters, Risk Management and Risk Management survey.
- 22.8 The Insurance tenderer who will have submitted the most responsive proposal as per Clause 22.6 above may be invited for negotiations on the award of the contract.
- 22.9 **Other Requirements**
- a) The tenderer shall recommend only one underwriter per policy. Where a tenderer does not comply GDC shall be entitled to reject the tenderer bid for the respective policy as non-responsive.
  - b) The tenderer's price schedule for each policy shall be supported by price quotations from the proposed underwriter signed by the latter's authorized Official.
  - c) The Service Provider's shall indicate their rates used to determine the premium proposed for each policy in their Proposal. The rates MUST be indicated for each policy quoted.
  - d) Prices indicated on the price schedule shall be the total cost of the services quoted including premium, deductible, tenderer's remuneration, all customs due and other taxes.
  - e) Unit prices and rates quoted and indicated by the tenderer shall be fixed during the term of the contract. A tender submitted with an adjustable price quotation will be rejected.
  - f) The tenderer should note that the submission of a quotation for any policy does not necessarily constitute a compulsory evaluation and/or award of any or all quoted policies. GDC reserves the right to either award or reject any quotation as proposed by

the tenderer, and where there is an award, the same will be based on the most responsive tender and lowest evaluated per policy.

- g) Tenderer may be requested to submit sample policy documents of awarded policies for the purpose of contract negotiations
- h) The tenderer's price schedule for each policy shall be supported by a copy of price quotations from the proposed underwriter. All Quotations MUST be accompanied by the Underwriters quotations duly signed by the underwriter's authorized official(s).
- i) GDC shall also take into consideration previous past claims and underwriting performance in determining the substantial responsiveness at tender award. The factors to be considered shall include arbitrary rejection of disputed claims and failure to satisfactorily conclude claims and satisfy agreed performance benchmarks. Where necessary documentary proof will be provided.
- j) In case of a tie, the broker who scored the highest in Technical evaluation will be given the first consideration.
- k) The Service providers will be required to provide a summary of the quotations and should enumerate all the exclusions, extensive and special clauses policy limitation and excess applicable under each of policies. The place provided in the formal should however not be a constraint to the amount of information that the tenders can submit.
- l) The most responsive bidders evaluated as stated may be invited to make presentation of their proposals on the basis of the tender submitted.

## 23 **Contacting GDC**

- 23.1 No tenderer shall contact GDC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 23.2 Any effort by a tenderer to influence GDC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## 24 **Post-qualification**

- 24.1 GDC will determine to its satisfaction whether the tenderer that is selected as the most responsive is qualified to perform the contract satisfactorily.

24.2 The determination will take into account the tenderer's capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer as well as such other information as GDC deems necessary and appropriate.

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

## 25 **Award Criteria**

25.1 GDC will award the contract to the successful tenderer whose tender has been determined to be the most responsive as per Section C provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

25.2 To qualify for the contract awards, the tenderer shall have the following;

- i. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement.
- iii. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- iv. Shall not be debarred from participating in public procurement.

25.3 GDC reserves the right to inspect the validity or status of documents submitted at the pre-qualification stage and if found invalid, the contract will be terminated.

## 26 **GDC's Right to Vary quantities**

26.1 GDC reserves the right at the time of contract award or in the duration of contract adjust sums insured under any policy in accordance to professional valuation or other suitable means at the discretion of the client from time to time.

26.2 These adjustments may involve refunds or additional payment of premiums and Commissions without any alteration of the basic unit rate of premium.

## 27 **GDC's Right to accept or Reject any or All Tenders**

27.1 GDC 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 tenderer or any obligation to inform the affected tenderer or tenderer

of the grounds for the action. If GDC determines that none of the tenders is responsive, GDC shall notify each tenderer who submitted a tender.

27.2 GDC also reserves the right to award the tender in part or in full to the most satisfactorily responsive tenderer.

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

## 28 **Notification of Award**

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

28.2 The notification and acceptance of award will constitute the formation of the Contract.

28.3 The notification of award will signify the formation of the contract subject to the signing of the contract

## 29 **Signing of Contract**

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

29.2 Within five (5) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to GDC.

29.3 The Insurance tenderer who will have submitted the most responsive proposal will be invited for negotiations prior to signing of the contract.

29.4 The contract will be definitive upon its signature by the two parties.

29.5 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.

## 30 **Performance Security**

30.1 The successful tenderer shall furnish the performance security from the awarded Insurers in accordance with the conditions of contract, in the form.

30.2 Failure by the successful tenderer to comply with the requirements of Clause GCC6 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security in which event the GDC may make the award to the next lowest evaluated tender or call for new tenders.

### **31 Corrupt Fraudulent Practices**

31.1 GDC requires that tenderer to observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices. In pursuance of this policy, GDC:-

- a) Defines, for the purposes of this provision, the terms set forth below 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 GDC, 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 GDC of the benefits of free and open competition;
  - b) Will reject a proposal for award if it determines that the tenderer proposed for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 31.2 Furthermore, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **SECTION C: FURTHER INSTRUCTIONS TO TENDERERS**

### **Section C (I): Further Instructions to Tenderers**

#### **1 Introduction**

1.1 GDC will evaluate the Insurance Brokers whose proposals will then move on to the next stage of the evaluation process, where proposals for Insurance Brokerage Services for years 2019-2020 will be evaluated. In the second stage of the evaluation process, the proposed underwriters will be evaluated and thereafter the proposal with the lowest bid will be selected and awarded the contract.

1.2 Bidders are invited to submit proposals for Provision of Insurance Brokerage Services for Years 2019-2020.

- 1.3 Tenderers must familiarize themselves with the requirements described in this document including all attachments and take them into account while preparing their response.
- 1.4 Information relating to evaluation of tenders and recommendations concerning the provision of insurance brokerage services for year 2019-2020 shall not be disclosed to the tenderers until the awarded firms have been advised accordingly. Applicants must also disclose any current litigations involving the firm.
- 1.5 Its GDC's policy to require tenderers to observe the highest standard of professional and oral ethics during the selection and execution of such contracts.

## 2 **Evaluation Criteria**

- 2.1 GDC will examine the tenders to determine completeness, general order lines and sufficiency in responsiveness.
- 2.2 Bidders shall not contact GDC on the matter relating to their tender from the time of opening to the time the evaluation is finalized and official communication is sent to them. Any effort by the Bidder to influence GDC in the Tender evaluation shall result in the rejection of their tender.
- 2.3 The applicants should have registered offices and GDC reserves the discretion of visiting Physical premises from which the applicant conducts business if so desired to confirm existence and capability to deliver the said services.
- 2.4 GDC reserves the right to accept or reject any or all Tenders without the obligation to assign any reason (s) for its decision thereof.

## 3 **Mandatory Requirements**

- 3.1 Tenderers are required to meet the qualification criteria stipulated in the appendix to instruction to tenderers. Only tenders, which fulfill these requirements, will be considered for detailed technical evaluation.

## 4 **Executive Order No 2**

- 4.1 As per Executive Order No. 2, effective 1st July 2018, all Public Procuring Entities shall maintain and continuously update and publicize through the website of the Public Procuring Entity, E-Citizen, Public Procurement Regulatory Authority platforms, public notice boards and official Government publications.

In compliance to the above, the following list shall be a **mandatory requirement**:

- a) Name of Supplier
- b) Registration details (ID/ Registration/ Incorporation Number)
- c) PIN Number

- d) List of Directors, Shareholders and beneficial owners (in case of a Company)
- e) Name of proprietor (for sole proprietor and business name)
- f) Name of Partners (for partnerships)
- g) Business contact information (Telephone and Email address)
- h) Postal Address
- i) Physical address
- j) Tax Compliance status
- k) Business permit/ License Number
- l) County of operations

**Section C (II): Appendix to Instruction 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.

<b>Instruction Clause</b>	<b>Particulars of Appendix to Instructions to Tenderers</b>
Eligibility	The tender is open to National Services providers Providing Insurance Brokerage Services for a period of Nine (9) Months starting from 1 <sup>st</sup> October 2019 to 30 <sup>th</sup> June 2020.
Clarification Request	Clarification period for bidders is not later than 7days prior to tender closure. Clarification request should be sent to <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> Copy to; <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> , <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a> and copied to <a href="mailto:amuthengi@gdc.co.ke">amuthengi@gdc.co.ke</a> and <a href="mailto:bjkosgei@gdc.co.ke">bjkosgei@gdc.co.ke</a> The client shall respond to clarification request not later than 5 days to tender closure. Bidders are advised to be checking GDC website from time to time for any uploaded information on the tender
Tender closing date and time	The tender closing date is on <b>Wednesday 11<sup>th</sup> September 2019 at 1400Hours (2:00p.m).</b>
Submission	Number of copies to be submitted is <b>One original and two copies</b>
Evaluation Criteria	The tender evaluations criteria will be as follows;  Bidders must fulfill all the conditions as defined below. Only those bidders who qualify under the Mandatory requirements will proceed for detailed technical evaluation. Minimum score for qualification is <b>80%</b>  Thereafter, those bidders who qualify under the technical evaluation will be pre-qualified and proceed to have their proposals evaluated.

## MANDATORY REQUIREMENTS

R1	Tender Submission Form duly completed and signed – Appendix I
MR2	Duly completed Mandatory Business Questionnaire – Appendix II
MR3	Recommendation letters, at least five (5) signed and stamped – with an annual premium turnover of Kes150 million underwritten in 2018. Appendix III
MR4	Duly filled, signed and stamped declaration of undertaking
MR5	Certified copy of the Certificate of incorporation/registration – must have been in existence for not less than 5 years.
MR6	A copy of the valid KRA Tax Compliance Certificate at the time of tender closing date. The same shall be verified from KRA Tax checker
MR6	Copy of current Single Business Permit
MR7	<b>AIBK Membership:</b> Certified copy of current membership certificate for year 2019
MR8	<b>IRA Membership:</b> Certified copy of current IRA registration license for year 2019
MR9	<b>Professional Indemnity:</b> Must submit a cover of not less than Kshs 100 Million from a reputable insurance Company Certified by the issuing underwriter Must be attached and valid for sixty days after the closing of the tender.
MR10	Audited accounts for the last two years (2018, 2017)
MR11	Annual premium turnover of not less than Kshs. 150M for the year 2018
MR12	Company profile containing at least the organizational structure
MR13	Properly organized bid document – serialized and paginated document with a referenced table of content of every attachment in the bid.

Only those bidders who qualify under the Mandatory requirements will proceed for detailed technical evaluation

### Technical Evaluation Requirements

- A detailed Technical Evaluation criteria is as per the table
- The minimum score for qualification is 80%
- Only those bids that will satisfy the technical requirement will be qualified and have their proposals evaluated.

### Detailed Technical Evaluation for Insurance Brokers

	Evaluation Criteria	Maximum Marks %
1	Years of experience of the firm(Maximum10) a) Between 2-3 years' experience (2Marks) b) Between 4-6 years' experience (4Marks)	10

	<ul style="list-style-type: none"> <li>c) Between 6-7 years' experience (6Marks)</li> <li>d) Between 8-9 years' experience (8Marks)</li> <li>e) Over 10years'experience (10 Marks)</li> </ul> <p>(Years of existence from date of registration)</p>	
2	<p>Technical capability of the Broker to handle claims of;</p> <ul style="list-style-type: none"> <li>a) Kshs.20M and above - 10Marks</li> <li>b) Kshs. 15M – 19M - 8Marks</li> <li>c) Kshs. 10M – 14M - 6Marks</li> <li>d) Kshs. 5M - 9M - 2Marks</li> </ul> <p>(Provide evidence for the last two years 2 years (2017 and 2018) Evidence: Provide/attach Copies of Discharge Vouchers</p>	<b>10</b>
3	<p>Financial Capability (Premium turnover) (Maximum 15Marks)</p> <p>Must attach Five (5) reference letters from reputable clients indicating that the broker has experience in handling insurance business with an annual premium turnover of not less than Ksh150Million per annum for the year 2018 (Provide evidence) (3 marks for each letter)</p>	<b>15</b>
4	<p>Qualification &amp; Competence - (Maximum 20Marks)</p> <p>Qualifications and competence of 3 key staff as follows;</p> <ul style="list-style-type: none"> <li>a) Principal Officer – University Graduate. (4 marks) <ul style="list-style-type: none"> <li>i. Diploma - ACII/AIHK. (2 marks)</li> <li>ii. Experience 7 years and above (2 marks)</li> <li>iii. Less than 6 years' experience (0 marks)</li> </ul> </li> <li>b) Two (2) other Technical Officers. (6 marks each) <ul style="list-style-type: none"> <li>i. University Graduate (4 marks each)</li> <li>ii. Diploma - ACII/AIHK (1 mark each)</li> <li>iii. Experience 5 years and above (1 mark each)</li> <li>iv. Less than 5 years' experience (0 marks)</li> </ul> </li> </ul>	<p><b>8</b></p> <p><b>12</b></p>
5	<p>Detailed Operational Plan and Methodology - 25 Marks</p> <p>This will include detailed execution of service, work plan and time frame on following:-</p> <ul style="list-style-type: none"> <li>a) Claims Management –Turn-around time, handling of loss adjusters etc. (30 days) <ul style="list-style-type: none"> <li>a) Handling claims within 30 days – 10marks</li> <li>b) Handling claims within 45 days – 5marks</li> <li>c) Handling claims more than 60 days – 0marks</li> </ul> </li> <li>b) Two copies of Service Level Agreement (SLA) showing turn-around time with the underwriters for the last two years i.e. 2018 &amp; 2017.- 5marks for each SLA</li> </ul>	<p><b>10</b></p> <p><b>10</b></p>

	c) Training GDC Staff and technical consultancy/advisory services. This includes preparation of simplified brochures to be used during the sensitization or training. Provide Training Plan on the two policies (Group Life and Group Creditor).	5
6	<p><b>Past performance</b> GDC shall take into consideration previous past claims. The factors to be considered shall include;</p> <p>a) Payment of claims in not more than 150days from the date of full documentation (15 marks)</p> <p>b) Amicable settlement of disputed claims within 30days (5 marks)</p>	15 5
<b>Total Score (%)</b>		<b>100%</b>

Bidders who attain a score of **80%** and above will then proceed to the next stage i.e. Proposals evaluation.

### **PROPOSALS EVALUATION**

- The proposals should clearly include, the taxes, duties, fees, levies and other impositions imposed under the applicable law, on the tenderers, in relation to the assignment
- Rates and fees must be expressed and will be paid in Kenya Shillings
- Proposals must remain valid for one twenty (120) days after submission date.

### **Proposed Underwriters Mandatory Evaluation Requirements**

<b>UMR1</b>	<p><b>Registration under the Companies Act Cap 486</b> The Underwriters proposed by the tenderer should be limited liability companies registered under the Companies Act and must have been in existence and underwriting General business for a minimum period of <b>7 years</b>. A copy of the registration/Incorporation must be attached.</p>
<b>UMR2</b>	<p><b>Current Registration (2019) with Regulator of the Insurance Regulatory Authority (IRA)</b> The proposed Underwriters shall be registered with the Insurance Regulatory Authority (IRA). A copy of the current license must be attached. The valid copy must be certified by the Office of the Insurance Regulatory Authority</p>
<b>UMR3</b>	<p><b>Current Registration (2019) as Member of Association of Kenya Insurers (AKI)</b> The proposed Underwriters shall be registered members with the AKI. A valid copy of the current membership certificate must be attached and must be certified by AKI</p>
<b>UMR4</b>	<p><b>Current audited statements of the proposed Underwriters</b> The tenderer shall apply all reasonable means to ascertain the solvency and security of the Underwriters to be proposed. The tenderer shall submit copies</p>

	of the latest audited accounts year 2018 of the proposed Underwriters. If the tenderer does not submit the latest audited accounts the proposal will be considered as non-responsive.
<b>UMR5</b>	<b>Premium Turnover</b> The underwriter proposed by the tenderer shall have underwritten an annual Gross premium of not less than Kshs. 800 Million under Group Life Insurance business for the year 2018.
<b>UMR6</b>	<b>Tax Compliance</b> Must have a tax compliance certificate valid at the time of opening. GDC shall verify the certificate from KRA tax checker
<b>UMR8</b>	<b>Top 10 Clients</b> The proposed Underwriters must give a list of the top 10 clients for whom they have handled insurance business in the last one year.
<b>UMR9</b>	<b>Reinsurance</b> Attach documentary proof of the current reinsurance arrangement
<b>UMR10</b>	Must provide a list and letters of reference of 5 (five) reputable clients whose annual premium for each is above Kshs.50 Million during the last three (3) years.(2018,2017,2016)
<b>UMR11</b>	The Underwriter shall indicate the premium per policy, rates applied and applicable excess/deductibles.
<b>UMR13</b>	<b>Past Performance</b> Underwriters with long outstanding claims (outstanding for more than 150days) with the company (GDC) will not be considered.

Only those bidders whose proposed underwriters qualify under the Underwriters Mandatory Requirements will proceed to have their proposed premiums evaluated.

## **SECTION D – GENERAL CONDITIONS OF THE CONTRACT**

### **1 Definitions**

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

- a) “The Contract” means the agreement entered into between GDC 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 services” means Insurance brokerage service to be provided by the tenderer under the Contract.
- c) “The services” means services to be provided by the Insurance tenderer including materials which the tenderer is required to provide to GDC under the Contract.

### **2 Application**

2.1 These General Conditions shall apply in all Contracts made by GDC for the procurement of Insurance brokerage service.

### **3 Standards**

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **4 Use of Contract Documents and Information**

4.1 The Candidate shall not, without GDC’s prior written consent, disclose the Contract, or information furnished by or on behalf of GDC in connection therewith, to any person other than a person employed by the Insurance tenderer in the performance of the Contract.

4.2 The Insurance tenderer shall not, without GDC’s prior written consent, make use of any document or information enumerated in paragraph 4.1 above.

4.3 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of GDC and shall be returned (all copies) to GDC on completion of the tenderer’s performance under the Contract if so required by GDC.

### **5 Patent Rights**

5.1 The tenderer shall indemnify GDC against all Third Party claims of Infringement of patent, trademark, or Industrial design rights arising from the use of their services or any part thereof in the country.

## **6 Performance Security**

- 6.1 Within twenty one (21) days of receipt of the notification of contract award, the successful tenderer shall furnish to GDC the performance security for each Insurance company awarded, in the amount specified in Special Conditions of Contract.

## **7 Delivery of Services and documents**

- 7.1 Delivery of the services shall be made by the successful tenderer in accordance with the terms specified by GDC in the schedule of requirements and the special conditions of contract.

## **8 Payments**

- 8.1 Payments shall be made promptly by GDC as specified in the contract.

## **9 Rates**

- 9.1 Rates charged by the tenderer for Insurance brokerage services performed under the contract shall not vary during the period of the contract.

## **10 Prices**

- 10.1 Prices charged by the tenderer for 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 or in GDC's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

## **11 Termination for default**

- 11.1 GDC 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GDC.
  - b) If the tenderer fails to perform any other obligation(s) under the Contract.
  - c) If the tenderer, in the judgment of GDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 11.2 In the event GDC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to GDC for any excess costs for such similar services.

## **12 Resolution of Disputes**

- 12.1 GDC 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.
- 12.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute the provisions of the Arbitration Act of The Laws of Kenya shall apply.
- 12.3 Termination for insolvency  
GDC may at any time terminate the contract by giving written notice to the tenderer if the tenderer becomes bankrupt or insolvent. In this event, termination will be without compensation to the tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the GDC.
- 12.4 Termination for convenience  
The GDC by written notice sent to the tenderer may terminate the contract in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for GDC's convenience, the extent to which performance of the tenderer of the contract is terminated and the date on which such termination becomes effective.

## **13 Language and Law**

The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **14 Force Majeure**

### **14.1 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.

- 14.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and

conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 14.3 Payments

During the period of an event of Force Majeure, the tenderer shall be paid only for work successfully carried out in accordance with the provisions of the Contract.

### 15 Notices

15.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or email and confirmed in writing to the other party's address specified in the SCC.

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

DRAFT ONLY

## **SECTION E: SPECIAL CONDITIONS OF CONTRACT**

### **1. Definitions**

- a) “Services” (SCC 1(1.1) c) means the work to be performed by the tenderer pursuant to this Contract
- b) “GC” means these General Conditions of Contract;
- c) “Party” means the Client or the tenderer, as the case may be, and “Parties” means both of them;
- d) “Personnel” means persons hired by the tenderer as employees and assigned to the performance of the Services or any part thereof;
- e) “Tenderer” means tenderer
- f) The “GDC” (GCC 1(1.1) d) is Geothermal Development Company Limited of Kawi House, South C, Red Cross Road, Off Mombasa Road, P.O. Box 100746 - 00100 Nairobi. Geothermal Development Company Limited of Kenya and includes the Purchaser's legal representatives' successors or assigns.

### **2. Applications GCC2 (2.0)**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **3. Country of Origin**

This section is not applicable under this contract

### **4. Performance Security (GCC6)**

Underwriters who will be awarded any class of insurance will be required to submit a Performance Guarantee Bond from a registered bank licensed to operate in Kenya acceptable to GDC. The value of the performance guarantee bond shall be equivalent to 10% of premium to be paid on each class of Insurance Policy award.

### **5. Inspection and Tests**

This section is not applicable under this contract.

### **6. Payment (GCC 8)**

Terms and Conditions of Payment

Payments will be made to the account of the underwriter according to the payment schedule stated in the contract. Payment shall be made after the conditions listed in the contract for such payments have been met, and the tenderer have submitted an invoice to the Client specifying the amount due. The Client reserves the right to make payment to the underwriter. The tenderer shall claim the applicable commission as provided for under the Insurance Act, Cap. 487.

**7. Notices (GCC15)**

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 the authorized representative of the Party specified below or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified below.

The addresses are:

Client: Geothermal Development Company Limited  
Attention: The. Managing Director & CEO  
P.O. Box: Geothermal Development Company Ltd (GDC)  
P.O Box 100746 – 00101  
Nairobi, Kenya

Tenderer: .....  
Attention: .....  
Facsimile: .....

**8. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the tenderer may be taken or executed by the officials specified below.

The Authorized Representatives are:

For the Client: The. Managing Director & CEO  
For the tenderer: .....

**9. Taxes and Duties**

Unless otherwise specified in the contract, the tenderer and their Personnel shall pay such taxes, duties, fees, 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.

**10. Effectiveness of Contract**

This Contract shall come into effect on receipt of the Letter of Acceptance.

## **11. Commencement of Services**

The tenderer shall begin carrying out the Services immediately the date the Contract becomes effective, or at such other earlier date as may be specified in the Contract.

## **12. Expiration of Contract**

Unless terminated earlier pursuant to Clause 14 of this Section, this Contract shall terminate on completion of satisfactory completion of the Services.

## **13. Modification**

The Client reserves the right to alter sums insured under any policy as well as alter the structure of any Policy as such alterations may apply to all and any of the Clients activities, asset base, gross revenue, gross profit, standing charges, net profits and any other determination of the Client's business notwithstanding the fact that premium levels may change with regard to such alterations being effected and that refunds as additional payments of premiums and commissions may arise.

## **14. Termination**

The Client may terminate this Contract, by not less than seven (7) days' written notice of termination to the tenderer, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 14 and thirty (30) days' in the case of the event referred to in (e):

- a) If the tenderer does not remedy a failure in the performance of their obligations under the Contract, within Seven (7) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b) If the tenderer becomes insolvent or bankrupt;
- c) If, as the result of Force Majeure, the tenderer is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) If the tenderer, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

### **For the purpose of this clause:**

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of an Officer of the Client in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among tenderer (prior to or after submission of proposals) designed to establish

prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- e) If GDC, in its sole discretion, decides to terminate this Contract due to sub-standard services.
- f) If the government or industry documents required for performing this tender, expire and are not validated.

## **15. Obligations of the tenderer**

### **15.1 General**

The tenderer shall perform the Services and carry out their 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 tenderer shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-tenderer or third parties. The tenderer shall be liable to the Client for any loss damage suffered by the Client arising from breach by the tenderer of this Clause.

In particular, the tenderer shall complete its Services within the time allocated.

### **15.2 Prohibition of Conflicting Activities**

Neither the tenderer nor their Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **15.3 Confidentiality**

The tenderer and their personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or the client's business or operations without the prior written consent of the client.

### **15.4 Tenderer's Actions Requiring Client's Prior Approval**

**15.4.1** The tenderer shall obtain the Client's prior approval in writing before taking action or undertaking any activity not covered in the tenderer Scope of Services. In addition, the tenderer shall not make any changes to the accepted panel of underwriters participating in the policies under their brokerage without prior consultation with GDC.

**15.4.2** GDC reserves the right, its discretion, to reject any Insurance Policy Document or part thereof deemed by GDC not to incorporate any items, terms, conditions, wordings etc. considered to have been sanctioned by GDC, the Client similarly reserves this right where

items, terms, conditions, workings incorporated in such Policy document are not considered to have been sanctioned by the Client. This right may be exercised at any time.

### **15.5 Reporting Obligations**

The tenderer shall submit monthly reports to the Client on the various aspects of the proposal subject to such other reporting requirements as may be developed and agreed with the Client from time to time.

### **15.6 Documents Prepared by the tenderer to be the Property of the Client**

All plans, reports, and other documents and software submitted by the tenderer shall become and remain the property of GDC, together with a detailed inventory thereof. The tenderer may retain a copy of such documents and software.

15.7 The tenderer shall ensure that the sums insured under any Material Damage Policies will be adjustable according to a professional valuation or other suitable means at the discretion of GDC from time to time. These adjustments may involve refunds or additional payment of premiums and commissions.

15.8 The tenderer shall not make any changes to the accepted panel of underwriters participating in the policies under their tenderers without prior consultation with GDC. It is deemed that the tenderer shall have applied all reasonable means to ascertain the solvency and security of the relevant underwriters appointed to the Insurance Portfolio. It is a condition that the tenderer, in ascertaining the solvency and security of the appointed Underwriters ascertains that such Underwriters do not present undue exposure to the Client regarding potential payment of any claims et al and that such Underwriters have been prudently selected by the tenderer with due regard to GDC's interests.

15.9 GDC reserves the right, its discretion, to reject any Insurance Policy Document or part thereof deemed by GDC not to incorporate any items, terms, Conditions, wordings etc. considered to have been sanctioned by GDC and the client similarly reserves this right where items, terms, conditions, workings et al incorporated in such policy document are not considered to have been sanctioned by the Client. This right may be exercised at any time.

15.10 The tenderer shall remit to the underwriters all premiums paid to them by GDC in accordance with provisions and requirements of the Insurance Act, Cap.487. Further the tenderer shall give the Client written confirmation of such remittance within seven (7) days of receipt of premiums.

## **16. Removal and/or Replacement of Personnel**

- a) Except as GDC may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the tenderer, it becomes necessary to replace any of the Key Personnel, the tenderer shall provide as a replacement a person of equivalent or better qualifications.
- b) If GDC finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the tenderer shall, at GDC's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to GDC.
- c) The tenderer shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel

## **17. Settlement of Disputes**

### **17.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **17.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the Parties within sixty days from the date of service of the notice of dispute by either Party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

### **17.3 Notes on Special Conditions of Contract**

- a) The Provisions of this Section D complement the General Conditions of Contract included in Section C, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required.
- b) Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
- c) Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## **SECTION F. SCHEDULE OF REQUIREMENTS**

### **Service Level Agreement (SLA)**

1. Structuring and obtaining optimum policy cover from the Underwriter in accordance with the tender submitted;
2. Arrange the immediate placement of our risk with insurers/co-insurers and undertake a periodic technical rating of such insurers/co-insurers, and advise GDC accordingly;
3. Provide prompt and satisfactory service on the general management of the policy, correspondence and claim review `meetings;
4. Analyze, review, and scrutinize the Policy Document and any Endorsements there-in prior to forwarding to GDC.
5. If the entire policy document is found to be satisfactory, such document to be deposited with the Company Secretary not later than fifteen (15) days of inception of cover;
6. Ensure preparation of monthly claims bordereaux which must be submitted to GDC by the 5th of the following month;
7. Arrange meetings, when necessary to review performance of the policy;
8. Negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
9. Provide appropriate risk improvement recommendation;
10. Such other services as may be related or ancillary to the due performance of the above work
11. Once the claim is fully documented the discharge voucher should not take more than fourteen (14) days before the settlement
12. Prompt settlement and processing of claims. Cheques to be received not more than 15 days after execution of discharge voucher /Loss acceptance form.
13. Reconciliation of premium accounts should be done on a half yearly basis and any pending payments must be sent to GDC together with the specific debit notes. Statements sent, should only indicate the unpaid debit notes for the insurers and must attach our forwarding instructions and computation
14. The tenderer shall recommend only one underwriter per policy.

15. All outstanding claims should be settled before end of each financial year. Unsettled claims will form part of past performance evaluation and brokers/underwriters will not be considered for award
16. Last expense must be paid within 48 hours from time of claim reporting.

17. Brokers/Underwriters ability to settle claims will be rated as follows;

<b>Less than 30 days</b>	<b>Excellent</b>
31-45 days	Good
46-60 days	Fair
61 days and above	Poor

18. If the claim settlement is rated poor, GDC will give 30 days' notice to the brokers/underwriter of its intention to terminate the contract. The period commences once the claim is fully documented.
19. Ensure Service Level Agreement between the broker and Underwriter is submitted to GDC within twenty one (21) days of commencement of cover.
20. Implementation of the methodology plan provided in the technical proposal.

#### **UNDERTAKINGS REQUIRED FROM THE UNDERWRITERS**

Underwriters shall provide an undertaking confirming:

21. That the Company is not insolvent in receivership, bankrupt, in receivership or being wound up that the company business activities have not been suspended and that the company is not subject to legal proceedings for any of the foregoing.
22. That settlement of any claims during the duration of the policy shall not exceed fourteen (14) days from receipt of final claim supporting documents.
23. That the Company's ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.
24. The undertaking shall be mandatory for each class of Insurance. The Undertaking shall be submitted to Geothermal Development Company Limited within seven (7) days of notification and acceptance of an award. The Undertaking will form the basis of invocation of the Performance Guarantee / Insurance Bond required under this tender.
25. The undertaking shall be signed by the Chief Executive Officer of the underwriting firm(s).

## **SECTION G: TECHNICAL SPECIFICATIONS**

### **Sub-section 1; Useful Additional Information**

- i. Risk Notes- Quotation submitted should take into account the risk notes attached in Appendix C. Deviations in the scope of cover must be expressly indicated and will be considered during the evaluation process. Should such deviations be beneficial to GDC, the tenderer must indicate the relevance/ benefit in their Risk Note accompanying their quotation.
- ii. The policies as indicated in the summary of Premium- 3C, shall be expected to carry specific quotations, price schedules must conform to the Format indicated in Section, 3A.
- iii. Claims notification period should be 'As soon as possible' for both policies.

### **PROPOSED SUMS INSURED FOR THE PERIOD 2019 / 2020**

#### **1) Group Life Insurance**

Please note that the sum Assured is 5 years Basic Salary. Quotations should be based on Basic Salaries.

#### **2) Group Creditor Policy**

Kindly refer to the Risk Note for the sum insured/ limits of liability etc. as applicable.

## **Section G. Technical Specifications**

### **Sub-section 2; Proposal Submission Form**

PROPOSAL SUBMISSION FORM

Date.....

To: Managing Director & CEO  
Geothermal Development Company Limited  
P.O. Box 100746-00101  
NAIROBI, KENYA  
Company Secretary.  
Geothermal Development Company

Ladies/ Gentlemen:

We, the undersigned, offer to provide the Insurance brokerage service in accordance with your Request for proposal. We are hereby submitting our proposal, which includes a proposal sealed.

We, understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature.....

Name and Title of Signatory.....

Name of tenderer.....

Address.....

**Section G. Technical Specifications**

**Sub-section 3; Proposal**

3A. FORMAT OF TENDERERS' PROPOSAL

3B. LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS

3C. SUMMARY OF PREMIUM

**PROPOSAL.**

**3A. FORMAT OF TENDERERS' PROPOSAL FORM**

No.	Class	Rates where Applicable per Policy	Total Annual Premium	Deductible/ Limits/ Excess where applicable per policy	Recommended Underwriter	
1.						
2.						

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date\_\_\_\_\_

Name of tenderer\_\_\_\_\_

**Notes**

\*\*Please note that the Proposal **MUST** be completed with ALL the above indicated columns, namely

- a) NO.
- b) Class of Insurance
- c) Rates where applicable per policy
- d) Total annual premium
- e) Deductible limits/ excess where applicable per policy
- f) Recommended Underwriter

No additional fields other than a-f may be added by the tenderer on the Proposal

**\*\*Quotations submitted for each policy should be itemized numerically, (as shown in Column A), up to the last quotation.**

**3B. LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS/TENDERING**

Item	Policy Class
1.	Group Creditor
2.	Group Life Assurance Cover Plus Last Expense for staff, Spouse and children

**3C. SUMMARY OF PREMIUM**

Description	Gross Annual Premium- Kshs.
Gross premium quoted (Inclusive of all Levis, duties and taxes)	
Gross Annual Premium	<b>Kshs.</b>

Name of tenderer: .....

Signature of Authorized Official: .....

Date: .....

## SECTION H- FORM OF TENDER

Date: .....

Tender No.....

To: The Managing Director & CEO  
Geothermal Development Company Limited  
P.O. Box 100746-00101  
NAIROBI, KENYA

Gentlemen and / or Ladies:

1. Having examined the tender documents including Addenda No.s..... (Insert numbers) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide..... (Description of services) 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/rates attached herewith and make part of this tender.
2. We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to Two percent of the Contract Price for the due performance of the Contract, in the form prescribed by Geothermal Development Company Limited.
4. We agree to abide by this Tender for a period of 120 (one twenty days from the date fixed for tender opening of the instructions to tenderer, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(in the capacity of)

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

## SECTION I. TENDER SECURITY FORM

**(On the Bank's letterhead)**

Whereas..... (Name of the tenderer)

(hereinafter called 'the tenderer') has submitted its tender dated..... (date of submission of tender) for the supply of..... (Name and / or description of the services) hereinafter called 'the Tender') .....

KNOW ALL PEOPLE by these presents that WE..... Of ----- having our registered office at..... (hereinafter called 'the Bank'), are bound unto Geothermal Development Company Limited in sum of ..... for which payment well and truly to be made to the said GDC, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....2019

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by GDC during the period of tender validity; fails or refuses to execute the Contract Form, if required;

We undertake to pay to GDC up to the above amount receipt of its first written demand, without GDC having to substantiate its demand, provided that in its demand GDC will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

(Signature of the bank)

## SECTION J. CONTRACT FORM

(To be filled on Banks Letterhead)

THIS AGREEMENT made the ----- day of ----- 2019 BETWEEN **Geothermal Development Company Limited of Kenya** (hereinafter called “GDC”) of the one part and ----- of-----(*City and country of tenderer?*) (of the other part:

WHEREAS GDC invited tenderers for **Provision of Insurance Brokerage Services** and has accepted a tender by the tenderer for the provision of Insurance Brokerage services in the sum of -----[contract price in words and figures] (hereinafter called “the Premium”).

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, viz.:
  - A. Invitation for tenders
  - B. General information
  - C. Further Instructions to tenderers
  - D. General Conditions of Contract
  - E. Special Conditions of Contract
  - F. Schedule of Requirements
  - G. Technical Specifications
  - H. Tender Form and Price Schedules
  - I. Tender Security Form
  - J. Contract Form
  - K. Performance Security form
  - L. Insurance Company’s Authorization form
  - M. Past Experience Evaluation Form
  - N. Risk Notes
3. In consideration of the payments to be made by GDC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with GDC to provide the **Insurance Brokerage Services** and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. GDC hereby covenants to pay the tenderer in consideration of the provision of insurance brokerage service cover, the premium or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the day and year first above written.

IN WITNESS whereof the two parties hereto have caused this Agreement to be executed in the day and year first above written

Signed and sealed by; \_\_\_\_\_ the \_\_\_\_\_ (for GDC)

Signed and sealed by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_

DRAFT ONE

**SECTION K. PERFORMANCE SECURITY FORM**

To: The Managing Director & CEO  
Geothermal Development Company Limited  
P.O. Box 100746-00101  
NAIROBI, KENYA

WHEREAS..... (name of Insurer] (hereinafter called ‘the tenderer’’) has undertaken, in pursuance of Contract No..... (reference number of the contract] (dated)\_\_\_\_\_2019 to provide ..... (Description of Insurance services) \_ (hereinafter called ‘the Contract’’).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein Performance Security for Compliance with the tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of..... (amount of the guarantee in words and figures) ..... (words) ..... (figures), and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or arguments, any sum or sums within the limits of\_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the-----day of----- 2019.

Signature and seal of the Guarantors.

\_\_\_\_\_

(name of bank)

\_\_\_\_\_

(address)

(Date-----

**SECTION L. INSURANCE COMPANY’S AUTHORIZATION FORM**

(sample format below)

To:                   The Managing Director & CEO  
                          Geothermal Development Company Limited  
                          P.O. Box 100746-00101  
                          NAIROBI, KENYA

WHEREAS------(Name of Insurer / Underwriting Company) who are established and reputable Insurance of ----- (Class / Scope of business) having registered offices at -----(physical address of the insurer) do hereby authorize-----  
------(Name of tenderrage Firm) to submit insurance services for\_\_\_\_\_ (insurance services).

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

**Signature of Authorized official** : \_\_\_\_\_

**Name and Designation of Authorized Official** : \_\_\_\_\_

**Company Stamp** : \_\_\_\_\_

## SECTION M. PAST EXPERIENCE EVALUATION FORM

Name of Insurance Broker: \_\_\_\_\_

No.	Class of Insurance Policies Handled in the 5 years	
1.	Total Premium underwritten in the last 5 years per policy	
2.	Types of insurance claims recovered in the last 5 years per policy	
3.	Total claims per Policy recovered in the last 5 years per policy	
4.	Turnaround time per claim recovered	
5.	Number of clients trained on Insurance awareness in the last 5 years	

*(the above information should be supported by documentary evidence authenticated by the clients.)*

### Declaration

I / We, the undersigned state that the above information is correct and that I /We give Geothermal Development Company Limited authority to seek any other reference concerning my / our company from whatever source deemed relevant.

Full names-----

Signature-----

For and on behalf of M/s-----

In the capacity of-----

Dated this-----day of -----2019

Suppliers'/ Company's Official Rubber Stamp-----

## SECTION N: RISK NOTES

### POLICY TYPE

**GROUP LIFE INSURANCE**

**SUMMARY OF COVER:** Providing a death benefit in the event of a member's death in service before attainment or retirement age, in accordance with the benefits specified in the Policy

**INSURED PERSONS:** Members of Staff as declared on payroll and their dependents i.e. spouses and children  
**Total Assured lives – 3420**

### BENEFITS:

EVENT	Lives	Basic Salary Only PER MONTH	Sum Assured – 5 Yrs Salary ( X 60MONTHS)
DEATH	1027	Kshs 91,461,064.34	KES

### LAST EXPENSE BENEFITS:

Funeral Expenses	Lives	Sum Assured / Payable
Per Staff (Deceased)	1027	Kshs 300,000
Per Spouse and Children(Deceased)	2393	Kshs 300,000

**Total Assured lives; 3420**

### ANNUAL BASIC SALARY:

**Kshs. 1,097,532,772.08**

### MEDICAL FREE COVER LIMIT:

Kshs 20,000,000

### SPECIAL EXTENSIONS:

1. Automatic additions and deletions of staff - 30days
2. Critical illness rider 50%
3. Claim notification – 90days
4. Waiting period – NIL
5. Including profit sharing clause
6. Including critical illness rider
7. Including profit sharing
8. The benefit is payable on death whilst in the service of GDC

9. 30 days' grace period for paying premium upon expiry of the policy. After this period the Assurers go off cover immediately
10. Retirement age – 60years
11. GDC as a Trustee of the deceased staff / Benefits paid to GDC
12. Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions
13. Pre-existing conditions

## **CLAIMS**

### **DOCUMENTATION:**

Standard documentation to be submitted for **death benefits only**

#### Death Claims

1. Original death certificate – for verification and return
2. Certified copy of ID / Surrender of ID
3. No documentation for last expense other than declared schedule

### **SPECIAL CONDITION:**

Cover should be enhanced, to include all special extensions as indicated above. Should an underwriter wish to continue charging for any ailment upon commencement of contract, or require us to submit further documentation for claims, this **MUST** be clearly indicated in the bid submitted.

Speedy settlement of claims – no more than 14days upon receipt of all documentation above.

**POLICY TYPE****CREDITORS LIFE INSURANCE****SUMMARY OF COVER:**

Providing cover for the life of a debtor, where GDCs has an interest, should there be death prior to full repayment of the company loan.

This policy pays off the balance of the amount outstanding on a *Reducing Balance* basis.

**INSURED FUND:**

Total Outstanding Loan is Kshs. 83,165,520.33

**Total Assured lives –  
118**

**BENEFITS:**

<b>Outstanding Loans</b>	<b>Total Outstanding</b>	<b>Lives</b>
<b>Car Loan</b>	75,765,520.33	77
<b>Medical Excess</b>	7,400,000	41
<b>Total</b>	83,165,520.33	118

**CLAIM NOTIFICATION**

NONE

**WAITING PERIOD**

NONE

**ELIGIBLE DEBTORS;**

All debtors of GDC who are making periodic installments in respect of loans issued by GDC.

**AGE LIMIT**

Death Claims – Between 18 years and 65 years

Disability Claims - Between 18 years and 65 years

**FREE COVER LIMIT**

Kshs. 20,000,000.00

**PERMANENT DISABILITY COVER**

Payable when the member suffers disability whilst loan is still pending

**Cover includes but not restricted to below disabilities:**

1. Total and irrecoverable loss of sight in both eyes
2. Loss of both hands
3. Loss of both feet
4. Loss of all fingers and both thumbs
5. Loss of one hand and one foot
6. Total and irrecoverable paralysis

**SPECIAL  
EXTENSIONS:**

1. Cancellation notice – 60days
2. Including disability claims
3. Benefit is payable on death/disability when GDC loan is still outstanding
4. 30 days' grace period for paying premium upon expiry of the policy. After this period the Assurers go off cover immediately
5. Age limit of debtors – between 18years and 66 years
6. No medical examination required for loanees in this policy.
7. Including cover for HIV/AIDS related claim
8. Automatic additions and deletions
9. Errors and omissions to be incorporated

**APPENDIX:**

**TENDER SUBMISSION FORM**

:Managing Director& CEO  
Geothermal Development Company Limited  
Kawi House, South C Bellevue,  
Off Mombasa Road, Red Cross Road  
P.O.Box 100746-00101, Nairobi  
Tel: (254) 20 2427516/0719036000/7000  
info@gdc.co.ke/www.gdc.co.ke

Dear Madam/Sir,

We, the undersigned, hereby submit our proposal to provide Insurance Brokerage services in accordance with your Request for Provision of Insurance Brokerage Services, and we hereby submit our Tender Document.

Our Tender is binding to us and if found acceptable we shall be pleased to be included in the list of pre-qualified firms and ultimately awarded firms.

We understand you are not bound to accept any tender you receive. Were main

Yours sincerely,

Authorized Signature: ..... Name and Title of Signatory:  
..... Name of Tenderer:  
.....  
Address:.....

**APPENDIXII**

**\*MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

Name of Applicant (s).....

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

**Part 1 - General**

Business Name:.....Certificate of Incorporation /Registration No.....Location of Business premises:  
Country.....Physical address.....  
Town.....Building.....  
Floor.....Plot No.....  
Street/Road.....Postal Address..... Postal/Country Code.....Telephone No's.....  
FaxNo's.....E-mail address.....  
Website..... Contact Person (FullNames).....  
Direct/Mobile No's.....  
Title.....  
Power of Attorney (Yes/No) If Yes, attach written document.  
Nature of Business (Indicate whether manufacturer, distributor, etc).....

**(Applicable to Local suppliers only)**

Local Authority Trading License No.....Expiry Date.....  
Value Added Tax No .....  
Value of the largest single assignment you have undertaken to date (USD/KShs).....  
Was this successfully undertaken? Yes/No.....(If Yes, attach reference)  
Name(s) of your banker(s).....  
Branches.....Tel. No's.....

**Part2 (a)-Sole Proprietor (ifapplicable)**

Full names.....  
Nationality.....Country of Origin.....  
Company Profile.....(Attach brochures or annual reports in case of public company)

**Part 2 (b)–Partnerships (if applicable)**

Give details of partners as follows:

**Full Names Nationality Citizenship Details Shares**

- 1. ....
  - 2. .... Company
- Profile..... (Attach brochures)

**Part 2 (c)–Registered Company (If applicable)**

Private or public.....  
 Company Profile..... (Attach brochures or annual reports in case of public companies)  
 State the nominal and issued capital of the Company  
 Nominal KShs..... Issued  
 KShs.....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

**Full Names Nationality Citizenship Details Shares**

- 1.....
- 2.....

**Part 2(d)– Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by GDC and any other public or private institutions.

Full Names.....  
 Signature..... Dated  
 this.....day of.....2019.  
 In the capacity of.....  
 Duly authorized to sign Tender for and on behalf of.....

**Part 2(e) – Bankruptcy/Insolvency/receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Name.....  
 Signature..... Dated  
 this.....day of.....2019.  
 In the capacity of.....  
 Duly authorized to sign Tender for and on behalf of.....

**Part 2(f)– Criminal Offence**

I/We, (Name(s) of Director(s)):-

- a).....
- b).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter in to a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed..... For and on behalf of  
M/s..... In the capacity  
of.....

Dated this.....day of .....2019.

Suppliers’/Company’s Official Rubber Stamp.....

**Part2(g) – Conflict of Interest**

I/We, the undersigned state that I /We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s ..... In

the capacity of..... Dated

this.....day of.....2019

Suppliers’/Company’s Official Rubber Stamp.....

**Part2(h) – Interest in the Firm:**

Is there any person/persons in GDC or any other public institution who has interest in the Firm? Yes/No

.....(Deleteas necessary) Institution.....

.....

*(Title) (Signature) (Date)*

**Part2(I)– Experience:**

Please list here below similar projects accomplished or companies/clients you have supplied with similar items or materials in the last 5years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

*Part 2 (I or j) – Declaration*

I/We, the undersigned state and declare that the above information is correct and that I/We give GDC authority to seek any other references concerning my/our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names.....  
Signature.....

For and on behalf of M/s.....

In the capacity of..... Dated  
this.....day of.....2019. Suppliers’/Company’s  
Official Rubber Stamp.....

DRAFT ONLY

APPENDIXIII: - [To be completed on client's letterhead]

Date:.....

To:

Managing Director & CEO

Geothermal Development Company Limited

Kawi House, South C Bellevue,

Off Mombasa Road, Red Cross Road

P.O.Box 100746-00101, Nairobi

Tel: (254) 20 2427516/0719036000/7000

info@gdc.co.ke/www.gdc.co.ke

This is to certify that:.....[Name of Insurance Broker].....who is participating in your pre-qualification of Insurance Brokerage Services Tender has provided us with Insurance Brokerage services as follows;

(i) Insurance Policies handled:

Class of Insurance	Insurance Period	Total underwritten premium

(ii) Insurance Claims handled

Class of Insurance with claims	Insurance claims period	Amount of claims handled

(iii) Claims Turnaround time

Class of Insurance with claims	Insurance claims period	Turnaround time of claim settlement

(iv) Performance Evaluation

*(The insured to indicate client rating by ticking the appropriate box)*

How do you rate the performance of the Services of above Insurance Broker in the following areas;-	Excellent 80-100	Good 50-79	Average 50	Poor Below50
Claimshandling				
Underwriting responsiveness				
General customer care				

**Declaration**

We confirm that the above Insurance Brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is approximately **Kshs.** .....

Name of Authorized Signatory .....

Title/designation.....Signature.....Date.....

Official Stamp of the Insured.....

Telephone Contacts .....

## APPENDIX IV

### DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(Name of company)

(Signature(s))

Company Rubber Stamp.....

**SECTION O: DECLARATION FORM**

Date \_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- c) Has not been declared bankrupt by a Court of Law.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(To be signed by authorized representative and officially stamped)