TENDER NO. KPA/005/2025-26/INS

PROVISION OF INSURANCE BROKERAGE SERVICES

TENDER DOCUMENT

NOVEMBER 2025

KENYA PORTS AUTHORITY
P.O BOX 95246 - 80104
MOMBASA,
KENYA
Tel: +254 41 2112999 / 2113999 Pilot Lines
Tel: +254 709 092999 / 709 093999 / 730 653999 Cellular
Website: www.kpa.co.ke
Email: tenders@kpa.co.ke

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INVITATION TO TENDER

DATE: NOVEMBER 2025

TENDER NO. KPA/005/2025-26/INS

TENDER NAME: PROVISION OF INSURANCE BROKERAGE SERVICES

1. The Kenya Ports Authority invites sealed tenders for the provision of Insurance Services in the following categories: -

CATEGORY	**POLICIES**
Port Package	Marine Hull, Protection & Indemnity and Port liability, KOT II wet risk.
Staff policies	GPA/WIBA, Group Life, D & O liability, GPA Directors, Medical scheme Directors, Medical Scheme Staff, and Travel insurance.
Asset based and related policies	Public Liability, Pension Trustees Liability, Hospital Malpractice, Fire & Perils, Political Violence & Sabotage cover, All risks (Electronic), Money, Fidelity Guarantee, G.I.T, Plant/Machinery All Risks, Burglary and Motor Policies.

2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more categories.

3. Tender documents may be viewed and downloaded for free from the KPA website www.kpa.co.ke.

4. Enquiries can be made via email address: tenders@kpa.co.ke.

5. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender***. All addendums/additional information on the tender shall be posted on the KPA website as they become available***.

6. Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 240 days from the date of tender opening in the format provided in the tender document*.*

7. The Tenderer shall chronologically serialize all pages of the tender documents including any attachments submitted in the format 1,2,3,4,5,……n (where n is the last numerical page number).

8. All Tenders in **one original** plus **one copy of original and a PDF soft copy of the original in a flash disk**, properly filled in and enclosed in plain envelopes must be marked as follows: -

TENDER NO. KPA/005/2025-26/INS

PROVISION OF INSURANCE BROKERAGE SERVICES

"DO NOT OPEN BEFORE 1000HOURS ON WEDNESDAY 10TH DECEMBER 2025"

9. Completed tenders must be delivered to the address below on or before **1000HOURS ON WEDNESDAY 10TH DECEMBER 2025***.* Electronic Tenders *will not* be permitted.

10. Tenders will be opened promptly after **1030HOURS ON WEDNESDAY 10TH DECEMBER 2025**. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

11. Late tenders will be rejected.

12. The addresses referred to above are:

A. Address for Submission of Tenders.

i) Tender Box located at the **BUS TERMINUS**
PORT MAIN PEDESTRIAN GATE NO. 8,
KILINDINI, MOMBASA

ii) THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA
Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpaco.ke

B. Address for Opening of Tenders.

i) Procurement Conference Room
New Service Area (Kapenguria)
KILINDINI MOMBASA

13. KPA is committed to the fight against corruption and adheres to high standards of integrity in its business operations. Bidders and the general public are encouraged to report any unethical behavior immediately to any of the following anonymous hotline service: -
    - Hotline number: **0794272376**
    - Email: stopcorruption@kpa.co.ke
    - KPA website www.kpa.co.ke under the Report corruption tab

Eveline I. Shigoli
GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
FOR: MANAGING DIRECTOR

VISION, MISSION, &CORE VALUES

Vision

World class ports of choice.

Mission

To provide efficient and competitive port services to facilitate global trade

Core Values

Customer Focus: Service excellence is key to our operations, and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism, and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

Care: We care for our staff, the communities around us and are sensitive to the environment

Innovation: The Authority will invest and leverage on research, development, and innovation to ensure that the Kenya Ports stay ahead of the curve in improving efficiency in their processes.

Kenya Ports Authority
Environment, Health & Safety Policy

Kenya Ports Authority recognizes the impacts caused by our activities and services and therefore undertakes to employ environmentally friendly practices and to provide safe and healthy working and operating environment for all employees, contractors, customers, port users and visitors. KPA demonstrates this commitment through the implementation of an Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

To accomplish this commitment KPA shall:

1. Implement sound and environmentally friendly practices aimed at preventing pollution, efficient waste containment and management and protection of the environment from negative environmental impacts arising from all aspects of our operations.
2. Engage our stakeholders including but not limited to contractors, suppliers and business partners in a manner that will ensure compliance with EMS/OSH standards, designed procedures and other relevant legal requirements whilst encouraging them to protect the environment.
3. Comply with all applicable environmental and occupational health and safety legal and other requirements.
4. Eliminate hazards and reduce occupational health and safety risks in order to prevent work-related injuries and ill health.
5. Enhance consultation and participation of workers and/or their representatives in development and roll-out of health and safety policies.
6. Educate and train employees and the community on safe working and environmentally friendly practices in order to create a culture of safety and sustainable environmental improvement and stewardship.
7. Regularly review and continually improve the EMS/OSH management system to enhance performance and to conform to changing trends.
8. Provide adequate funds and resources to accomplish the established EMS/OSH objectives and targets and for the maintenance and improvement of the Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

The Managing Director and Top Management of the Port are responsible and accountable for effective implementation of this Policy.

Capt. William K. Ruto, MBS, AFNI
MANAGING DIRECTOR

1st July 2024

KEBS ISO 9001:2015 Certified Org. No. 087

KENYA PORTS AUTHORITY
QUALITY AND INFORMATION SECURITY POLICY

Our Vision

"World-class ports of choice"

Our Quality And Information Security Policy Statement

We are committed to complying with the requirements of ISO 9001:2015 Quality Management System (QMS) and ISO 27001:2022 Information Security Management System (ISMS) Standards, applicable statutory regulations and aligning our management system policies and processes with Risk Management.

Our Strategic Objectives

1. Attain a customer satisfaction index of 75%
2. Improve port efficiency by 41%
3. Promote a safe and healthy working environment with zero accidents
4. Increase common transit market share by 7%
5. Increase profitability to KES 20 billion by 2027/2028
6. Increase employee productivity index to 2
7. Promote 100% compliance to legal and regulatory requirements and good governance principles

We shall;

- provide efficient and competitive port services to facilitate global trade through enhanced customer service, operational excellence, governance and the preservation of confidentiality, integrity, and availability of information
- ensure that this policy and Management System objectives are aligned to the Authority's Strategic Objectives
- effectively implement and continually improve our Management System policies, processes and capabilities
- review these objectives for suitability on an annual basis in accordance with the Authority's Performance Management Framework

Kenya Ports Authority shall ensure that the Quality & Information Security Objectives are established at revelant functions and processes with the organisation.

Capt. William K. Ruto, AFNI
MANAGING DIRECTOR

Date: 29th August, 2023

KEBS ISO 9001:2015 Certified Org. No. 087

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

2.1 Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt.

b) If the contexts requires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS.**

3. Fraud and Corruption

3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a under an existing consortium agreement or with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a consortium all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The consortium shall nominate a representative (the lead insurer) who shall have the authority to conduct all business for and on behalf of all the members of the consortium during the tendering process and in the event the consortium is awarded the contract during contract execution. Members of a consortium may also make an individual tender, be a subcontractor in a separate tender or be part of another consortium for the purposes of the same tender. The maximum number of consortium members shall be specified in the **TDS.**

4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
b) Receives or has received any direct or indirect subsidy from another Tenderer; or
c) Has the same legal representative as another Tenderer; or
d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRAwww.ppra.go.ke.

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.

4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke

4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke

4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

v) Section V–Schedule of Requirements

PART 3: Contract

vi) Section VI-General Conditions of Contract (GCC)
vii) Section VII-Special Conditions of Contract (SCC)
viii) Appendix to the Contract–Insurance Policy

6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

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

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause ford is qualification of a Tenderer.

8. Clarification of Tendering Document

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

9. Amendment of Tendering Document

9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

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

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT 13;
b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
d) **Alternative Tender**: if permissible in accordance with ITT 14;
e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT18

establishing the Tenderer's eligibility to Tender;

h) **Conformity**: documentary evidence in accordance with ITT17, that the Services con form to the tendering document;

i) **Sample Insurance Policy** for each type of insurance required, and

j) Any other document required **in the TDS.**

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

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

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

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

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

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

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

16. Currencies of Tender and Payment

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

17. Documents Establishing Conformity of Services

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

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Tenders

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS.** The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
b) If the successful Tenderer fails to:
   i) Sign the Contract in accordance with ITT 45; or
   ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

21. Format and Signing of Tender

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
b) in an envelope marked "COPIES", all required copies of the Tender; and
c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
   i) in an envelope marked "ORIGINAL-ALTERNATIVETENDER", the alternative Tender; and
   ii) in the envelope marked "COPIES –ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

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

22.3 The outer-envelopes shall:

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

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

23. Deadline for Submission of Tenders

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

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

24. Late Tenders

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

25. Withdrawal, Substitution and Modification of Tenders

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

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

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

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

26. Tender Opening

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

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

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

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

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

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

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

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

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

26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28. Clarification of Tenders

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

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Tenders, the following definitions apply:

a) "Deviation" is a departure from the requirements specified in the tendering document;
b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:
   i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
   ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordancewithITT17and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31. Non-conformities, Errors and Omissions

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

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

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

32. Arithmetical Errors

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

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

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

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

33. Comparison of Tenders and Conversion to Single Currency

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

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

34. Margin of Preference and Reservations

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

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservationsexclusive tospecificgroupsasprovidedinITT33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

a) Substantially responsive to the tendering document; and
b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
b) Price adjustment due to discounts offered in accordance with ITT 15.4;
c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

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

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

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

ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Qualification of the Tenderer

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

39.1 The Procuring Entity reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria.

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tenderer as per combined score for technical and financial evaluation score.

41. Notice of Intention to enter into a Contract

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

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

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

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

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

44. Negotiations

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

43.4 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

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

45. Letter of Award

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

46. Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;
b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c) The name of the successful Tenderer, the final total contract price, the contract duration.
d) Dates of signature, commencement and completion of contract;
e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Procurement Related Complaint and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	A. General
ITT 1.1	The Tender reference number (ITT) is: ***KPA/005/2025-26/INS*** The Procuring Entity is: ***KENYA PORTS AUTHORITY*** The name of the ITT is: ***PROVISION OF INSURANCE BROKERAGE SERVICES FOR THE PERIOD 1ST FEB 2026 TO 31ST JAN 2029***
ITT 2.2 (a)	The Intended date commencing providing the Insurance Brokerage Services is from **1ST FEBRUARY 2026.** **The contract duration is three (3) years.** **NB: 2nd and 3rd year renewal of the insurance covers shall be subject to satisfactory performance within the running year and compliance with IRA practicing certificate for each year (this must be submitted before each renewal date)**
ITT 2.2 (b)	Electronic- Procurement The Procuring entity shall use the following electronic procurement system to manage this tendering process: https://egpkenya.go.ke
ITT 4.1	Maximum number of **CONSORTIUM** members shall not exceed **three** members. Companies that shall choose to enter a consortium shall submit the following minimum requirements to qualify for the bid: i) Each demonstrates minimum experience of 15 years in handling similar business. ii) Each to have a minimum paid capital of Kshs. 400 million. iii) Must jointly have at least five similar schemes of premiums of over 40 million iv) The nominated representative/lead insurer MUST demonstrate experience and ability to manage a consortium arrangement of a scheme of minimum 10,000 members. **This requirement (4.1) will ONLY be applicable to Life Assurance Underwriters participating in the bid.**
	B. Contents of Tendering Document
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing at, **tenders@kpa.co.ke** to reach the Procuring Entity not later than **seven (7) days** prior to the deadline for the submission of tenders. ii) The Procuring Entity shall publish its response at the website **www.kpa.co.ke**
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: ***all duly completed and signed mandatory tendering forms under section IV***
ITT 14.1	Alternative Tenders ***"shall not be"*** considered.
ITT 15.5	The prices quoted by the Tenderer ***"shall not"*** be subject to adjustment

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be in **Kenya Shillings except for Port Package Policies (Marine Hull & Machinery, Protection & Indemnity Ports and Ferries Marine Hull Insurance & Protection and Indemnity Ferries and Terrorism and Sabotage and Finally KOT II) which shall be in US Dollars.**
ITT 18.3	Prequalification ***"has not" been*** undertaken.
ITT 19.1	The Tender validity period shall be **210** days from the date of tender opening.
ITT 20.1	Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 240 days from the date of tender opening in the format provided in the tender document.
ITT 21.1	In addition to the original of the Tender, the number of copies is**: N/A**
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of ***a Power of Attorney.*** 1.**Requirement for Authorization:** If the tender is a company with multiple directors, the authorization to sign must be provided through the Power of Attorney. • This Power of Attorney must be signed by: • At least one Director (the Donor) • The person authorized to sign (the Donee) • The Power of Attorney must also be certified by a commissioner for oaths. 2.**Exemptions** • Sole Proprietorship • Companies with single shareholders who is also the sole director If your business falls under one of the exempt categories you do not need to provide a Power of Attorney
	D. Submission and Opening of Tenders
ITT 23.1	For **Tender submission purposes** only, the Procuring Entity's address is: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT** **KENYA PORTS AUTHORITY** **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **MOMBASA, KENYA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke**
ITT 23.1	**The deadline for Tender submission is:** Date: **WEDNESDAY 10TH DECEMBER 2025** Time: ***BEFORE 1000Hours***

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Tenderers ***"shall not"*** have the option of submitting their Tenders electronically.
ITT 26.1	The Tender opening shall take place at: Physical Address: **Procurement Conference Room** **New Service Area (Kapenguria**) Date: **WEDNESDAY 10TH DECEMBER 2025** Time: ***1030HOURS***
ITT 26.6	The Form of Tender and priced Activity Schedule shall be initialed by all representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 34.2	Margin of preference shall not be **allowed.**
	F. Award of Contract
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing to: complaints@ppra.go.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and requirements as stipulated on the risk notes (iii) meets the technical criteria including additional values adds and excess/deductibles and is determined to have the Lowest reasonable and approved evaluated Tender price by Insurers & Reinsurer recommendation shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of *"Part2–Procuring Entity's Insurance Requirements"*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

The bid submission for Insurance Brokers

1. Shall have a table of contents page clearly indicating Sections and Page Numbers **(Mandatory).**
2. Shall have pages of the whole bid document from the table of contents page numbered sequentially (i.e 1,2,3…) including all appendixes and attachments **(Mandatory).**
3. Shall be firmly bound and should **NOT** have any loose pages. Spiral binding and files (spring and box) are not acceptable **(Mandatory).**
4. Shall be submitted in one original, one copy of the original and a PDF soft copy of the original in a flash disk (**Mandatory).**
5. Shall be signed and stamped (where signatures are required) by a duly authorized representative of the firm or any other officer appointed and evidenced by a Power of Attorney **(Mandatory).**

The bid submission shall contain the following documents; clearly marked and arranged in the following order: -

MANDATORY REQUIREMENTS – INSURANCE BROKERS

Prospective bidders (Brokers) must meet the following Mandatory requirements

1.	Particulars of Tendering Company to include: - a. Certificate of Registration/Incorporation. b. Valid/Current Tax Compliance Certificate. c. Valid/current Business Permit for the year 2025. d. CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a limited company), Name of Proprietor (for Sole Proprietor) and Names of Partners (for Partnerships) – as applicable. e. Copies of National Identity Cards/Passports for owners/Directors of the company.
2.	Original Tender Security amounting to **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 240 days from the date of tender opening in the format provided in the tender document. **Bidders are advised to note any changes in tender opening date and extend their Tender Security accordingly. The whole amount of the tender security shall be encashed if a bidder is unable to place any of the policies awarded**.
3.	All duly completed and signed mandatory tendering forms under **section IV.**
4.	Compliance with statutory requirements - A copy of the Certificate of Incorporation issued by the registrar of Companies. NSSF and SHA (must be certified by an Advocate of the High Court of Kenya.)
5.	Must have Paid up capital of at least **KES. 10 million** and must Attach Returns from Registrar of Companies (CR 12) downloaded in the last three (3) months.
6.	Copy of a valid KRA Tax Compliance certificate. These will be verified using the online KRA Compliance checker.
7.	Year 2025 copy of Insurance Regulatory Authority (IRA) Practicing License certified by the issuing Authority / certified copies of Licenses by the issuing Authority)
8.	Year 2025 membership certificate from AIBK (Association of Insurance Brokers of Kenya) certified by AIBK
9.	A copy of Professional Indemnity Policy Certificate of not less than **Kshs. 100 million** from a reputable insurance company in Kenya. The professional indemnity to be certified, signed and stamped by the insurance company CEO/Principal officer.
10.	Certified copy of Insurance Regulatory Authority (IRA) Bank Guarantee of Kshs. 3 million (copy to be certified by commissioner of oaths).
11.	A copy of certificate of confirmation of Directors & Shareholding CR12. This certificate must not be more than three (3) months old to the tender closing date and **MUST** be certified by an Advocate of the High Court of Kenya.

12.	Current Curriculum Vitae of the **Principal Officer**, bachelor's degree, qualification (ACII/AIIK/CPA and or recognized qualifications as per IRA certification), minimum of 5 Years' experience, the above must supported by certified academic and professional certificates certified by an Advocate of High Court of Kenya.
13.	Provide certified copies of the audited books of accounts for 2023 & 2024. The copies of the audited books to be certified by the auditing firm for the purposes of this tender and auditor practicing license 2024 should be attached.
14.	Proof of having done an average annual gross premium of at least **Kshs. 350** million over the last two years 2023 and 2024 Provide certified extracts from books of accounts certified by the auditor. KPA reserves the right to check the authenticity of these books of accounts with relevant government agencies.
15.	Must attach at least five (5) reference letters/awards from reputable clients with at least a premium of Kshs. 15 million and above per and served within the last 2 years (2023 & 2024), indicating that the broker has experience in handling insurance services for the specific class bided.
16.	Written Power of Attorney was granted by the Brokerage firm to the person authorized to sign on behalf of the Broker and commissioned by a Commissioner of Oaths.
17.	Bidders **MUST** provide consent authorization letters signed by the CEO/Principal Officer to allow procuring entity to conduct due diligence. ***Sample of the consent authorization letter provided in the document.***

Note: Bidder must comply with ALL the mandatory requirements to be considered for the next stage of Technical Evaluation.

KPA is at liberty to verify the validity and accuracy of bidder's information under this section. Inaccurate information shall lead to an automatic disqualification.

TECHNICAL EVALUATION I FOR - INSURANCE BROKERS

Evaluation Criteria	Scale	Maximum
Period of operations- Years of experience of the firm to date (2025)	➢ Over 11 years' experience- (5 Marks) ➢ Between 6-10 years (2 Marks) ➢ Between 1 – 5 years - (1 Mark)	Five (5)
Brokers Professional Indemnity Policy-NB: ***The PI policy must be stamped, signed, named and certified by Underwriter CEO/Principal officer. KPA at liberty to contact the Insurer Principal officer or the CEO***	➢ Above Kshs. 300,000,000 (9 Marks) ➢ Above Kshs.200,000,000 - Kshs. 300,000,000 (7 Marks) ➢ Above Kshs. 150,000,000 - below Kshs. 200,000,000 (5 Marks) ➢ Kshs. 100,000,000 – Kshs. 150,000,000 (1 Mark)	Nine (9)
Provide documentary evidence of certified paid-up capital-CR12 withing 2 months and a copy annual return from register of companies must be attached.	➢ Above Kshs.30,000,000 (9 marks). ➢ Kshs. 20,000,000 - Kshs. 30,000,000 (nominal shares) (3 Marks) ➢ Below Kshs. 20 million (1 Mark)	Nine (9)
Technical capability of the Broker to handle claims 3 claims of a minimum of 10 million per claim in the last two years i.e. 2023 & 2024. *(Provide evidence in form of certified discharge voucher(s) (DV), excerpt of loss adjusters report capturing the amount and remittance or cheque from a reputable underwriter in Kenya (DV must be certified by underwriter & commissioner of oath)*	➢ At least three (3) paid claims of different classes minimum value Kshs. 10 million settled within one (1) month of receipt of DV. certified discharge vouchers and RTGS– (1 Mark per claims)	Three (3)
Average annual gross premium of at least **Kshs. 350** million over the last two years 2023 and 2024.- Provide certified extracts from books of accounts certified by the auditor. KPA reserves the right to check the authenticity of these books of accounts with relevant government agencies.	➢ Above 351 million and above excluding Medical (5 Marks) ➢ 350 million and below (3 Marks)	Five (5)

Underwriting experience in handling large insurance businesses at least eight (8) reference letters from current clients from 2020-2024 have been served over the last five (5) years. (Attach the said current client award letters/Contract and reference letter which must be signed and stamped on client's letter head) KPA will conduct due diligence on each client) - Give a list of the eight (8) clients together with the Contact Person and telephone numbers and email address. ***NB: Any bidder with less than five (5) clients reference letters will not be evaluated under this category.*** ***NB: Any broker or Insurer who provides fake clients or false information will face automatic disqualification***	➢ Attach at least Two (2) client with premiums of over Kshs. 100 million excluding medical (4 Marks) ➢ Attach at least Two (2) clients with premiums of over Kshs. 50 million (4 Mark) ➢ Attach at least one (1) client with premiums of over Kshs. 20 million (1 Mark) ➢ Attach at least one (1) client with premiums of over Kshs. 10 million (0.5 Mark) ➢ Attach at least one (1) client with premiums of over Kshs. 5 million (0.5 Mark)	Ten (10)
Qualification & Competence for principal officer (Attach approval letter for the principal officer from IRA) and other technical staff. (All the certificates and CVs for all staff to be stamped and certified by commissioner of Oath and the *Principal Officer or the Managing Director)* ***NB: KPA will conduct due diligence with IRA Insurance regulatory Authority on the names provided and employer***	a**) Principal Officer (4 Marks)** ➢ Master's business Degree (2 Marks) ➢ University Graduate (0.5 Mark) ➢ ACII/AIIK/LOMA/FIA certified certificates attached (0.5 Mark) ➢ Experience Minimum 5 years- current CV signed and stamped one (1 Mark). b) Three **(3) other Technical Officers (6 Marks)** ➢ University Graduate (0.5) Mark for each (Maximum 1.5 Marks) ➢ Diploma ACII/AIIK, LOMA, FIA certified certificates attached (0.5) Mark for each (Maximum 1.5 Marks) ➢ Experience Minimum 7 years current CVs signed, certified, and stamped (0.5) Mark for each (Maximum 1.5 Marks) ➢ Current Professional Membership (2025) from Insurance Institute of Kenya or any other Insurance institute for the principal officer and the three	Ten (10)

	technical staff. (0.5) Mark for each membership (Maximum 1.5 Marks)	
Establish that the Broker is complaint with Data protection act and enhanced systems in place to safeguard the Confidential Kenya Port Authority Data and Information by checking the Data Security & Compliance in place, Data Security Strategy, Compliance with Data Processor & controller GDPR. ISO and data processors/ controller certification.	➢ ISO certificate 9001:2015 (1 marks) ➢ Data security strategy (2 Marks) ➢ Valid certificates of registration issued by office of data protection commission (ODPC) ▪ Data processor certification certificate (1 marks) ▪ Data Controller certification certificate (1 marks) ➢ Data Security System Compliant with ISO/IEC 27001 ▪ Vendor partner Certificate (0.5 marks) ▪ Vendor ISO Certificate (0.5 marks) ➢ Network Security Solution Compliant with GDPR ▪ Vendor Certificate (0.5 marks) ▪ GDPR Certificate (0.5 marks) ➢ The Broker to provide a detailed write-up on internal Data Protection and Privacy for the data that will be shared to them upon getting an award for this tender. (2 marks)	Nine (9)
TOTAL MARKS		**Sixty (60)**

TECHNICAL COVER EVALUATION II –OPERATIONS PLAN, COVER DETAIL, & CAPACITY

The technical evaluation II will focus on operations, detailed cover presentation and technical capacity and knowledge of the broker to handle KPA insurance policies.

Evaluation Criteria	Scale	Maximum
Proposed methodology to comply with scope of services use.	➢ The bidder should demonstrate how they will assist the procuring entity in the following areas: 1 Scrutiny and review of policy documents in line with the content of risks. (2 marks). 2 Claims review and management- highlight four classes of insurance (4 marks) 3 Technical advisory services (2 marks) 4 Updates of recent and future changes in insurance industry (2 marks). ➢ **Pick at least two (2) major KPA Insurance policies for this analysis. Policies for consideration include; (Comprehensive Machinery/Plant Machinery All Risk, KOT II,Ports and Terminal Operators Liability, Marine Covers and Fire and Allied Perils Covers)**	Ten (10)
Capacity Building, Cost Containment, Efficiency & Excellent Customer Services	➢ Tenderers to provide cost management recommendations for at least two (2) classes quoted and propose workable ways in which the overall premium cost of the KPA insurance portfolio may be reduced. (3 marks) ➢ Tenderers to provide a training strategy to build KPA insurance human capital. (1 mark) ➢ Tenderers provide their customer journey strategy capturing the value proposition to KPA at every stage. The strategy should demonstrate a clear understanding of KPA and should enable effective management of the portfolio (5 mark) ➢ Attach current (2025) Company profile containing organizational structure and staffing levels. (1 mark)	Ten (10)
Risk Management Capacity with a strong emphasis to Marine hull, Protection and Indemnity, Port, and terminal Liability, Plant all risk & Fire policies	➢ Tenderers to demonstrate how they shall leverage on their risk management skills to improve the KPA insurance portfolio through: o Proposed Plan on Risk Management (1 mark) o Use of Information Technology (0.5 mark) o Implementation of the risk improvement recommendation by deploying best	Five (5)

	insurance risk management strategy (2 marks) o Risk management emphasis to Port and marine hull, Protection and Indemnity, Port, and terminal Liability, Plant all risk & Fire policies Package policies (1.5 marks)	
Provide evidence of detailed Enhanced negotiated Clauses/Cover slips for Marine Hull, Port Liability, KOT 11, Plant All Risk, Political Violence and sabotage, Fire Policies and Group Life from an Underwriter. NB: The negotiated clauses and extensions will form part of contracting upon award.	➢ The insurance Broker will need to provide detailed enhanced negotiated clauses for each class approved by the Insurance Company to include negotiated excess, enhanced clauses, exclusions, cover extensions and proposed value for Marine Hull, Port Liability, KOT 11, Plant All Risk, Political Violence and sabotage, Fire Policies and Group Life and proposed value adds for each class mentioned.. (10 marks) ➢ Quotations from overseas market must supported by duly signed cover slips from insurers/Reinsures with whom the fronting Insurer intends to place cover with upon award of the policy. (2.5 marks) ➢ The broker will be required to avail a comprehensive policy wording for the policies indicated on risk notes (2.5 marks) **NB: Lack of a signed and certified cover slip from the lead reinsurer for-Marine Hull, Port Liability,** **Comprehensive Plan and Machinery, Political Violence and sabotage and KOT 11, will result in the bidder not being evaluated under this category.** **The Bidder MUST provide the contact details of the lead reinsurer for verification and due diligence.**	Fifteen (15)
TOTAL MARKS		**Forty (40)**

Note: only those bidders who qualify under the technical requirements 1 & technical evaluation II operations, cover detail and capacity and whose proposed underwriter qualifies will proceed for financial evaluation. The pass mark for technical requirements 1 & technical evaluation II operations, cover detail and capacity will be cumulatively 80%.

UNDERWRITERS REQUIREMENTS.

Note: Insurance Brokers shall provide from their proposed insurance company (underwriter) the following documents, in a clearly sealed and marked envelope, BEARING THEIR NAME and the words 'UNDERWRITER DOCUMENTS' to be submitted together with the Insurance Brokers bid documents.

MANDATORY REQUIREMENTS

UD1	Tenderer eligibility- dully filled and signed confidential business questionnaire
UD2	Must be registered with the Insurance Regulatory Authority for the current year 2025 and a certified copy of the current license be submitted/ confirmation of perpetual license.
UD3	Must have paid up capital of at least Kes. 450 million for General Insurance companies or Kes. 300 million for Life Assurance Companies – Attach current certificate (CR12) from Registrar of Companies must be certified within the last 3 months and 2024 IRA Share capital as provided in the IRA website.
UD4	The underwriter proposed by the Service Provider shall have underwritten the following Annual Gross premium for year 2024 as per (Insurance Regulatory Authority) of at least: ➢ Kes. 1.5 billion on general Insurance business **excluding medical and Motor Insurance.** ➢ Kes 600 million on Life Assurance (Group Life and Group Credit) premiums **excluding ordinary life, Pension, Annuities & Investments).**
UD5	Current Proof of compliance with statutory requirements from the following: NSSF, SHA, Tax compliance certificate, business permit (must be certified by an Advocate of the High Court of Kenya)
UD6	Certificate of Registration/Incorporation
UD7	Approved Reinsurance Cover Slips/arrangements by Insurance Regulatory Authority for the year 2025
UD8	Must be member of the Association of Kenya Insurers (AKI) and a copy of current membership certificate be submitted (2025).
UD9	Declaration signed and stamped by the CEO/Principal officer that all claims will be settled within the agreed service level agreement/ timelines/Turnaround times.
UD10	Must submit Certified copies of the audited accounts for the last Two years i.e., 2023 & 2024 for the Kenyan business.
UD11	Insurers against whom a formal complaint has been registered with IRA by KPA are not eligible to tender.
UD12	A copy of certificate of confirmation of Directors & Shareholding CR12. This certificate must not be more than three (3) months old to the tender closing date and MUST be certified by an Advocate of the High Court of Kenya
UD13	Current Curriculum Vitae of the Principal Officer, with a minimum qualification bachelor's degree and a Professional qualification (ACCA, CPA(K), FIA, LOMA, ACII, AIIK or any other insurance related certification), minimum of 10 Years' experience, the above must be supported by certified academic and professional certificates certified by an Advocate of High Court of Kenya.
UD14	Bidders **MUST** provide consent authorization letters signed by the CEO/Principal Officer to allow procuring entity to conduct due diligence. ***Sample of the consent authorization letter provided in the document.***

Note: Only those underwriters who qualify under the Mandatory requirements will proceed for detailed technical evaluation.

TECHNICAL EVALUATION FOR INSURANCE COMPANIES- GENERAL INSURANCE COMPANIES.

Evaluation Criteria	Scale	Maximum
Years of experience of the firm	➢ Over 20 years – (3 Mark) ➢ Up to 19 years' experience - (1 Mark)	Three (3)
Adequate Share Capital as filled by IRA as at end of 2024. Provide documentary evidence of certified paid-up capital-CR12 & IRA 2024 Excerpt	➢ Above Kshs.1.4 billion (nominal shares) (15 Marks) ➢ Above Kshs. 1 billion - Kshs. 1.4 billion (nominal shares) (12 Marks) ➢ Above Kshs. 600 million to Kshs. 1 billion (nominal shares) (6 Marks) ➢ Kshs.450 million to Kshs. 600 million (nominal shares) (3 marks)	Fifteen (15)
Underwriter underwritten Gross annual premiums for year 2024 excluding Motor and medical Insurance Business as per IRA report 2024	➢ Above Kshs. 4.5 billion (15 Marks) ➢ Above Kshs. 3.5 billion to Kshs. 4.5 billion (12 Marks) ➢ Above Kshs. 3 billion to Ksh.3.5 billion (7 Marks) ➢ Kshs. 1.5 billion – Kshs. 3 billion (5 Marks)	Fifteen (15)
Retained earnings as per IRA report 2024 (attach excerpts from IRA)	➢ Above Kshs. 2 billion (10 Marks) ➢ Above Kshs. 1 billion – Kshs. 2 billion (7 Marks) ➢ Above Kshs. 200 million – Kshs. 1 billion (5 Marks) ➢ Below Kshs. 200 million (2 Mark)	Ten (10)
Average Solvency Ratio for the last three (3) years i.e 2022, 2023 and 2024 as per IRA reports	➢ 140% and above (5 Marks) ➢ Below 140% (3 Marks)	Five (5)
Underwriting experience in handling large General Insurance Business excluding Motor & medical business. At least eight (8) reference letters from current clients from 2023-2024 served over the last 2 years. *(Attach the said current client award letters/Contract and reference letter which must be signed and stamped on client's letter head)*	➢ Attach at least Two (2) clients with premiums of over Ksh. 250 million excluding Motor and medical (1 Mark each client) ➢ Attach at least Three (3) client with premiums of over Ksh. 150 million (1.5 Mark each client) ➢ Attach at least one (1) client with premiums of over Ksh. 90 million excluding Motor and medical (1 Mark) ➢ Attach at least one (1) client with premiums of over Ksh. 80 million excluding Motor and medical (1 Mark)	Twelve (12)

KPA will conduct due diligence on each client) - *Give a list of the eight (8) clients together with the Contact Person and telephone numbers and email address.* ***NB: Any bidder with less than five (5) clients reference letters will not be evaluated under this category.***	➢ Attach at least one (1) client with premiums of over Ksh. 70 million excluding Motor and medical (1 Mark)	
Qualification & Competence. Attach approval letter for the principal officer from IRA. (All the certificates and CVs for all staff to be stamped and certified by commissioner of Oath and the *Principal Officer or the Managing Director)* ***NB: KPA will conduct due diligence with IRA Insurance regulatory Authority on the names provided and employer.***	a**) Principal Officer (6 Marks)** ➢ Master's Degree one (1) Mark ➢ University Graduate one (1) Mark ➢ Fully qualified ACII/AIIK/ACCA/CPA,LOMA,FIA and any other insurance related certification (2 Marks) ➢ Experience Minimum 5 years-current CV signed, certified and stamped by commissioner of oaths two (2 Marks). **b) Three (3) other Technical Officers (9 Marks)** ➢ University Graduate (0.5) Mark for each (Maximum 1.5 Marks) ➢ Diploma in ACII/AIIK certified copies of certificates must be attached (by commissioner of oaths) (1) Mark for each (Maximum 3 Marks) ➢ Experience Minimum 7 years current CVs signed, certified, and stamped by commissioner of oaths (0.5) Mark for each (Maximum 1.5 Marks) ➢ Current Professional Membership (2025) from Institute of Insurance or any other Insurance institute the three technical staff. (1) Mark for each membership (Maximum 3 Marks)	Fifteen (15)
Establish that the Underwriter is complaint with Data protection act and enhanced systems in place to safeguard the Confidential Kenya Port Authority Data and Information by checking the Data Security & Compliance in place, Data Security Strategy, Compliance with Data Processor & controller GDPR. ISO and data processors/ controller	➢ ISO certificate 9001:2015 (1 marks) ➢ Data Security strategy (2 Marks) ➢ Valid certificates of registration issued by office of data protection commission (ODPC) ▪ Data processor certification certificate (1 marks) ▪ Data Controller certification certificate (1	Nine (9)

certification.	marks) ➢ Data Security System Compliant with ISO/IEC 27001 ▪ Vendor partner Certificate (0.5 marks) ▪ Vendor ISO Certificate (0.5 marks) ➢ Network Security Solution Compliant with GDPR ▪ Vendor Certificate (0.5 marks) ▪ GDPR Certificate (0.5 marks) ➢ The underwriter to provide detailed write-up on internal Data Protection and Privacy for the Data that will be shared upon award (2 marks)	
Underwriter to demonstrate efficiency and effectiveness in customer service i.e. when dealing with the appointed broker on behalf of KPA	Provide a methodology & work plan through which the underwriter shall support the recommended broker in managing the KPA Insurance portfolio ➢ Insurance Cover Placement Strategy to include: • Process flow of insurance cover placement & underwriting indicating all deliverables & expected milestones (3 marks). • Mitigation plan in the event placement is not confirmed on time (1.5 marks) • Claims management – illustrating a clear working plan and turnaround times (1.5 mark) ➢ Provisions of Treating Customer Fairly (TCF) that would be deployed to ensure that KPA portfolio is managed effectively. Attach a copy of your TCF policy guidelines that should be signed and certified (5 marks) **NB: KPA will confirm when the policy was reviewed and updated** ➢ How to process cash call/	Sixteen (16)

	payment on account requests if a catastrophic event occurs to mitigate the consequential loss and to ensure that optimal operation without unreasonable downtime for the Authority. (3 marks) ➢ Proposed Service Level Agreement between the broker and underwriter for effective management of the KPA portfolio (2 Marks)	
TOTAL MARKS		**100**

Note: only those bidders who qualify under the technical requirements will proceed for financial evaluation as recommended by the Insurance broker. The pass mark of technical requirements will be 80%.

TECHNICAL EVALUATION FOR INSURANCE COMPANIES- LIFE INSURANCE COMPANIES

Evaluation Criteria	Scale	Maximum
Years of experience of the firm	➢ Over 20 years – (3 Mark) ➢ Up to 19 years' experience - (1 Mark)	Three (3)
Adequate Share Capital as filled by IRA as at end of 2024 Provide documentary evidence of certified paid-up capital-CR12 & IRA 2024 Excerpt	➢ Above Kshs. 600 million (nominal shares) (15 Marks) ➢ Above Kshs. 300 million - Kshs. 600 million (nominal shares) (7 Marks) ➢ Below Kshs. 300 million (nominal shares) (2 Marks)	Fifteen (15)
Gross Premium Income for Long term Insurance business for the year 2024 as per IRA report **excluding ordinary life, Pension, Annuities & Investments).**	➢ Above Kshs. 10 billion (15 Marks) ➢ Above Kshs. 7 billion to 10 billion (7 marks) ➢ Above Kshs. 3 billion- Kshs. 7 billion (5 Marks) ➢ Above Kshs. 600 million to Kshs. 3 billion (2 Marks) ➢ Kshs.600 million and below (1 Mark)	Fifteen (15)
Total equity as per 2024 IRA report (attach excerpt)	➢ Above Kshs. 6 billion (10 Marks) ➢ Above Kshs. 500 million - 6 billion (5 Marks) ➢ Below Kshs. 500 million (1 Mark)	Ten (10)
Average Solvency Ratio for the last three (3) years i.e 2022, 2023 and 2024 as per IRA reports	➢ 140% and above (5 Marks) ➢ Below 140% (2 Marks)	Five (5)
Underwriter Experience handling large entities in Group Life Assurance	➢ Attach at least Two clients with Group life premiums of over Ksh.100 million (6 Mark)	Twelve (12)

Business. At least eight (8) reference letters from clients over the last two years i.e., 2023 & 2024. *Attach the said current client award letters/Contract and reference letter which must be signed and stamped on client's letter head)* KPA will conduct due diligence on each client) - *Give a list of the 8 clients together with the Contact Person and telephone numbers and email address.* **NB: Any bidder with less than five (5) clients reference letters will not be evaluated under this category.**	➢ Attach at least Two client with Group life premiums of over Ksh. 50 million (2 Mark) ➢ Attach at least Two client with Group life premiums of over Ksh. 20 million (2 Mark) ➢ Attach at least one client with Group life premiums of over Ksh. 10 million (1 Mark) ➢ Attach at least one client with Group life premiums of over Ksh. 5 million (1 Mark)	
Qualification & Competence. Attach approval letter for the principal officer from IRA. (All the certificates and CVs for all staff to be stamped and certified by commissioner of Oath and the *Principal Officer or the Managing Director)* ***NB: KPA will conduct due diligence with IRA Insurance regulatory Authority on the names provided and employer***	a) Principal Officer (6 Marks) Master's Degree one (1) Mark University Graduate one (1) Mark Fully qualified ACII/AIIK/ACCA/CPA,LOMA, FIA and any other certification approved by the IRA- (2) Marks Experience Minimum 15 years- current CV signed, certified and stamped by commissioner of oaths two (2 Marks). b) **Three (3) other Technical Officers (9 Marks)** University Graduate (0.5) Mark for each (Maximum 1.5 Marks) Diploma in ACII/AIIK certified copies of certificates must be attached (by commissioner of oaths) (1) Mark for each (Maximum 3 Marks) Experience Minimum 7 years current CVs signed, certified, and stamped by commissioner of oaths (0.5) Mark for each (Maximum 1.5 Marks) Current Professional Membership (2025) from Institute of Insurance or any other Insurance institute the three technical staff. (1) Mark for each membership (Maximum 3 Marks) ➢	Fifteen (15)
Establish that the Underwriter is complaint with Data protection act and enhanced systems in place to safeguard the Confidential Kenya Port Authority Data and Information by checking the Data Security &	➢ ISO certificate 9001:2015 (1 marks) ➢ Data Security strategy (2 Marks) ➢ Valid certificates of registration issued by office of data protection commission (ODPC) ▪ Data processor	Nine (9)

Compliance in place, Data Security Strategy, Compliance with Data Processor & controller GDPR. ISO and data processors/ controller certification.	certification certificate (1 marks) ▪ Data Controller certification certificate (1 marks) ➢ Data Security System Compliant with ISO/IEC 27001 ▪ Vendor partner Certificate (0.5 marks) ▪ Vendor ISO Certificate (0.5 marks) ➢ Network Security Solution Compliant with GDPR ▪ Vendor Certificate (0.5 marks) ▪ GDPR Certificate (0.5 marks) ➢ Advance Insurance System- attach a current certified copy of contract with service provider for the purpose of this tender, it should be within the last 12 months before tender closing date (2 marks)	
Underwriter to demonstrate efficiency and effectiveness in customer service i.e. when dealing with the appointed broker on behalf of KPA	Provide a methodology & work plan through which the underwriter shall support the recommended broker in managing the KPA Insurance portfolio ➢ Insurance Cover Placement Strategy to include: o Process flow of insurance cover placement & underwriting indicating all deliverables & expected milestones (3 marks). o Mitigation plan in the event placement is not confirmed on time (1.5 marks) o Claims management – illustrating a clear working plan and turn around times (1.5 mark) Provisions of Treating Customer Fairly (TCF) that would be deployed	Sixteen (16)

	to ensure that KPA portfolio is managed effectively (5 marks) NB: KPA will confirm when the policy was reviewed and updated ➢ Provide a communication and complaints resolution strategy with the appointed broker (3 marks) ➢ Proposed Service Level Agreement between the broker and underwriter for effective management of the KPA portfolio (2 Marks)	
TOTAL MARKS		**100**

Note: only those bidders whose proposed underwriter qualify under the technical requirements will proceed for detailed financial evaluation. The pass mark of technical evaluation will be 80%.

FINANCIAL EVALUATION

a. NOTE: Due to the sensitivity of the exposures and the scope of coverage under the Port Insurance program, Kenya Ports Authority (KPA) will not compromise on the technical competence and capacity of the participating bidders, reinsurers, and insurance companies. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. All lots represent critical insurance policies essential to the operations of the Kenya Ports Authority (KPA). Accordingly, only Reinsurance and insurance companies demonstrating strong financial stability and proven technical capability will be considered, given the high-risk exposures associated with these covers.

c. A detailed analysis of all quotations submitted shall be conducted in support of the Broker provided Risk Notes. The evaluation shall include a comprehensive review of 1. The proposed coverage and scope of protection, 2. The applicable clauses, exclusions, terms and conditions, and 3.The proposed excesses, deductibles, and sub-limits under each section of cover. All Risk Notes must be duly stamped and signed by the Broker, as this will form an integral part of the financial evaluation process.

d. Quotations submitted by Insurance brokers must be detailed and well supported by the insurers and Lead Reinsurers confirmation letter on specifically the rates applicable for the main policies for both Life & General. NB: Before receiving the policy award, the committee might at their prerogative confirm all quotations with the insurers and Reinsurers.

e. All quotations which might be submitted from the Insurance overseas markets where our local market lacks capacity including but not limited to Port Package Policies encompassing Marine Hull & Machinery (Ports), Protection & Indemnity (Ports), and Marine Hull Insurance & Protection & Indemnity, KOT II Must be supported by duly signed and stamped cover slips issued by a minimum 'A'-rated Reinsurer or Lloyd's Syndicate, as rated by Standard & Poor's (S&P) or AM Best. **Failure to provide such documentary evidence of reinsurance support shall render the submission non-compliant and may lead to disqualification from further evaluation**. NB. Take note of the specific instructions on the schedule of requirements.

f. Reinsurance Disclosure and Verification Requirement. The Broker and the corresponding Insurance Company shall disclose the details of the Reinsurer(s) or Security supporting the proposed coverage. This disclosure must include full contact information—specifically, the official contact person, email address, and telephone number—to facilitate independent verification. Such disclosure shall be accompanied by a duly signed Consent and Authorization Letter, permitting Kenya Ports Authority (KPA) to verify the reinsurance arrangements and financial standing directly with the stated Reinsurer(s). This requirement is critical to enable KPA to establish the capacity, credibility, and financial strength of the risk carriers. Failure to provide complete and verifiable information shall render the submission non-compliant and may result in disqualification from further evaluation.

g. Managed General Agents (MGAs) shall not be considered in this tender process, nor shall any fronting insurer be permitted to place or cede coverage to an MGA upon award of the policy. All placements must be made directly with authorized and licensed reinsurers possessing the requisite financial strength and ratings as stipulated under the tender requirements. Please note that KPA will conduct due diligence for these policies and any noted discrepancies will lead to disqualification.

h. Brokers shall express the costs in Kenya Shillings **EXCEPT** for Port Package Policies (Marine Hull & Machinery Ports, Protection & Indemnity Ports, Terrorism and Sabotage and Marine Hull Insurance & Protection and Indemnity Ferries, KOT II) which shall be in US Dollars. In addition, all claims under USD policies shall be paid in USD dollars (NOT in KSHS)

i. Critical Insurance Risk Coverage. The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries-Marine Hull and Machinery, Comprehensive Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers and others are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the **prequalified service providers designated by the Authority** and commitment given to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall necessary to avert operational downtime due to the inherent risk exposures involved.

j. The evaluation committee will also determine whether the financial proposals are complete. In addition to price, a detailed analysis of the negotiated Special extensive clauses, Exclusions, Excess/deductibles, notes to General Technical & Compliance Requirements as indicated in the schedule of requirements, in addition to any other requirement enhancing cover in favor/unfavorable to the procuring entity will be evaluated.

k. Prices indicated on the Summary of Premium (price schedule) shall be the total cost of the services quoted including premium, deductible, brokerage remuneration and all other taxes.

l. The brokers shall indicate their net proposed rates used to determine the premium proposed for each policy in their Price Schedule. Failure to provide the schedule of prices will lead to disqualification.

m. The broker's price schedule for each policy shall be supported by a price quotation from the recommended underwriter which must be signed and stamped on each page. Only quotations accompanied by the underwriter's quotations duly signed and stamped by the underwriter's authorized official(s) will be accepted. Quotations that are not supported by underwriters' quotations will not be considered for evaluation.

n. Unit prices and rates quoted and indicated by the broker shall be fixed during the term of the contract and shall not be subject to variation save as provided under the applicable provisions of the Public Procurement and Asset Disposal Act, 2015. A tender submitted with an adjustable price quotation will be rejected.

o. Contract will be awarded to successful broker whose tenders will have been determined to be the most technically responsive and lowest evaluated bidder WITHIN the market price range. **KENYA PORTS AUTHORITY IS NOT OBLIGATED TO AWARD POLICIES TO THE LOWEST PRICED BIDDER.**

p. No bidder will be awarded a business volume of more than 50% of the total insurance annual budget/ or gross premium of the all the insurance classes.

q. NB: The Insurance broker may be disqualified if the recommended underwriter is financially weak and does not have capacity or has a bad record of not honoring Insurance claims. Strong Insurance and reinsurance Companies with maximum financial and technical capability to handle the polices on repairs and maintenance of risk including The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery

(CPM), and Political Violence and Sabotage (PV&T) and others will be necessary to avert operation downtime due to the Risk exposures involved to ensure adequate coverage, risk mitigation, and operational continuity of port activities.

r. Technical Analysis of risk, Review and Assessment of key policies including The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&T) and others will be required and shall be conducted and commitment to ascertain comprehensive Business Interruption (BI) Review and Assessment for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority’s insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

s. KPA recognizes that the most suitable broker to provide brokerage services is one who demonstrates a deep technical understanding of insurance coverage terms and conditions, the insurance and reinsurance industry landscape, and the specific operational requirements of KPA. Evaluation will therefore emphasize the quality and depth of the technical proposal, including the breadth of insurance clauses, recommendations, and the strength of supporting insurers and reinsurers.

NOTE:

BIDDERS ARE HEREBY NOTIFIED THAT DUE DILIGENCE SHALL BE CARRIED OUT ON THE INFORMATION PROVIDED BY THE BIDDER. ANY FALSE INFORMATION PROVIDED WILL LEAD TO AUTOMATIC DISQUALIFICATION.

AWARD CRITERIA
The pass mark for technical evaluation scores will be 80%. Only bidders that have attained this pass mark will have their proposed underwriters evaluated and financial proposals opened for commercial evaluation.

Kenya Ports Authority (KPA) recognizes that the best placed broker to provide the brokerage services for the organization is the one that **best understands the Insurance cover products**, insurance industry and the requirements of the client as represented in quality of the technical proposal.

The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and requirements as stipulated on the risk notes (iii) meets the technical criteria including additional values adds and excess/deductibles and is determined to have the Lowest reasonable and approved evaluated Tender price by Insurers & Reinsurer recommendation shall be selected for award of contract.

NB: The tender sum and the price schedule as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity as required by clause 82 of the Public Procurement and Asset Disposal Act, 2015.

3. **Multiple Contracts**

   Multiple contracts will not be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer is identified for each item.
4. **Alternative Tenders (ITT14.1)**

   Not applicable.
5. **MARGIN OF PREFERENCE**

   Not applicable.
6. **Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,**

   Not applicable.

SECTION IV- TENDERING FORMS

1. **FORM OF TENDER (MANDATORY)**

INSTRUCTIONS TO TENDERERS

I. The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

a. All italicized text is to help Tenderer in preparing this form.

b. Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF-DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all *attached to this Form of Tender.*

c. The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.

a) Tenderer's Eligibility-Confidential Business Questionnaire

b) Certificate of Independent Tender Determination

c) Self-Declaration of the Tenderer

Date of this Tender submission:__[*insert date (as day, month and year) of Tender submission*] **ITT No.:_**[*insert number of ITT process*]

To:_________________________[*insert complete name of Procuring Entity*]

a) ***No reservations:*** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;

b) ***Eligibility****:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) ***Tender-Securing Declaration:*** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;

d) ***Conformity:*** We offer to provide the Insurance Services in conformity with the tendering document of the following: [*insert the list of items tendered for and a brief description of the Insurance Services*];

SCHEDULE OF TENDERED ITEMS AND PRICES

1	2	3	4	5
No of item to be insured	**Brief description of item to be insured**	**Value of item to be insured**	**Insurance Premium per annum (Tender Price)**	**Total Tender Price for Insurance Service per annum**
No 1	Marine Hull & Machinery Ports			
No 2	Protection & Indemnity Ports			
No 3	Marine Hull Insurance & Protection and Indemnity Ferries			
No 4	Ports and Terminal Operators Liability-Mombasa & Lamu			
No 5	Comprehensive Machinery /Plant Machinery All Risks			
No 6	Fire and Special Industrial Risks, Earthquake			
No 7	Fire & Perils, Earthquake Con Loss			
No 8	Fire and Perils, Earthquake (Substation)			
No 9	Fire & Special Perils, Earthquake and Domestic Package.			
No 10	Political Violence, Terrorism and Sabotage			
No 11	GPA /WIBA			
No 12	GPA Directors			
No 13	Medical Scheme for Directors			
No 14	Group Life Insurance-Others			
No 15	Group Life (Management)			
No 16	Public Liability			
No 17	Directors and Officers Liability			
No 18	Medical Insurance-Eldoret Staff			

1	2	3	4	5
No of item to be insured	**Brief description of item to be insured**	**Value of item to be insured**	**Insurance Premium per annum (Tender Price)**	**Total Tender Price for Insurance Service per annum**
No 19	Motor commercial comprehensive Institutional Vehicles (Buses)			
No 20	Motor Commercial Comprehensive Special Types (Ambulances and Fire Engines)			
No 21	Motor Trade (Road Risks) Third Party Only			
No 22	Motorcycle-Comprehensive			
No 23	Motor Private Comprehensive-Saloon Cars			
No 24	Motor Commercial Own Goods-Lorries			
No 25	Motor Commercial Own Goods Pick ups			
No 26	Hospital Malpractice cover			
No 27	Fidelity guarantee cover			
No 28	Money Policy			
No 29	Goods in Transit			
No 30	Burglary (Stock)			
No 31	All Risk-Electronic Equipment's)			
No 32 No.33	Travel Insurance KOT II Wet Risk			

e) ***Tender Validity Period:*** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

f) ***Performance Security:*** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

g) ***One Tender Per Tenderer:*** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;

h) ***Suspension and Debarment****:* We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

i) ***State-owned enterprise or institution****:* [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

j) ***Commissions, gratuities and fees****:* We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")
[Delete if not appropriate or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

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

(n) ***Not Bound to Accept:*** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;

(o) ***Fraud and Corruption:*** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

(p) ***Collusive practices:*** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and

(q) ***Code of Ethical Conduct:*** We under take to adhere by the Code of Ethics for Persons Participating in Public
Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.

(r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

(i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
(ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
(iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
(iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

Title of the person signing the Tender: .... [insert complete title of the person signing the Tender] Signature of the person named above :............... [insert signature of person whose name and capacity are shown above]

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

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE (MANDATORY)

Instruction to Tenderer

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

a) **Tenderer's details**

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

General and Specific Details

(b) **Sole Proprietor, provide** the following details.
Name in full________________________Age Nationality__________________
Country of Origin____________________ Citizenship ______________________

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public

Company...

ii) State the nominal and issued capital of theCompany...

Nominal Kenya Shillings (Equivalent)...

Issued Kenya Shillings (Equivalent)...

i) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

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

Full Name___________________________ Title or Designation_______________

_________________________________ ____________________________

(Signature) *(Date)*

SELF-DECLARATION FORMS

FORM SD1 (MANDATORY)

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ………....……………………………….. *(Insert name of the Company)* who is a Bidder in respect of **Tender No.** ………………….. for.. *(Insert tender title/description)* for …………………….. *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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

Bidder Official Stamp

FORM SD2 (MANDATORY)

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....………....
.... *(Insert name of the Company)* who is a Bidder in respect of **Tender No.**
…………………. for ……………………. (Insert tender title/description) for ……………… *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of……………………. *(Insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of……………………. *(Name of the procuring entity)*.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS (MANDATORY)

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

Name of Authorized Signatory ....………………………………

Sign……………...

Position……………..

Office address……………………………………………… Telephone……………..........…………………..

E-mail ....……

Name of the Firm/Company………..…………

Date ………………………...…………

(Company Seal/ Rubber Stamp where applicable)

Witness Name ....……………………….

Sign ………………...…………

Date …………………………...

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1above.

Kenya's public procurement and asset disposal act *(no. 33 of 2015)* under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

   b) if a contract has already been entered into with the person, the contract shall be voidable;

iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—

   a) Shall not take part in the procurement proceedings;

   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

   c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
   i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
   iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
   iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   v) "obstructive practice" is:
      - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
   "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

c) Rejects a proposal for award[1]of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

SCHEDULE OF PRICES FORM (MANDATORY)
[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns1-4and the Tenderer shall complete columns 5-7ashis /her Tender].

1	2	3	4	5
No of item to be insured	**Description of item to be insured**	**Value of item to be insured (As per the attached list)**	**Major contingencies requiring insurance**	**Insurance Premium Per Annum**
No 1	Marine Hull & Machinery Ports			
No 2	Protection & Indemnity Ports			
No 3	Marine Hull Insurance & Protection and Indemnity Ferries			
No 4	Ports and Terminal Operators Liability-Mombasa & Lamu			
No 5	All risk - Floating Bridge			
No 6	Comprehensive Machinery /Plant Machinery All Risks			
No 7	Fire and Special Industrial Risks, Earthquake			
No 8	Fire & Perils, Earthquake Con Loss			

1	2	3	4	5
No of item to be insured	**Description of item to be insured**	**Value of item to be insured (As per the attached list)**	**Major contingencies requiring insurance**	**Insurance Premium Per Annum**
No 9	Fire and Perils, Earthquake (Substation)			
No 10	Fire & Special Perils, Earthquake and Domestic Package.			
No 12	Political Violence, Terrorism and Sabotage			
No 13	GPA /WIBA			
No 14	GPA Directors			
No 15	Medical Scheme for Directors			
No 16	Group Life Insurance-Others			
No 17	Group Life (Management)			
No 18	Public Liability			
No 19	Directors and Officers Liability			
No 20	Medical Insurance-Eldoret Staff			
No 21	Motor commercial comprehensive Institutional Vehicles (Buses)			

1	2	3	4	5
No of item to be insured	**Description of item to be insured**	**Value of item to be insured (As per the attached list)**	**Major contingencies requiring insurance**	**Insurance Premium Per Annum**
No 22	Motor Commercial Comprehensive Special Types (Ambulances and Fire Engines)			
No 23	Motor Trade (Road Risks) Third Party Only			
No 24	Motorcycle-Comprehensive			
No 25	Motor Private Comprehensive-Saloon Cars			
No 26	Motor Commercial Own Goods-Lorries			
No 27	Motor Commercial Own Goods Pick ups			
No 28	Hospital Malpractice cover			
No 29	Fidelity guarantee cover			
No 30	Money Policy			
No 31	Goods in Transit			
No 32	Burglary (Stock)			
No 33	All Risk-Electronic Equipment's)			
No 34 No. 35	Travel Insurance KOT II Wet Risk			

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

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

Date.. *[insert date]*

TENDERER INFORMATION FORM (MANDATORY)

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

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

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

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

1. Tenderer's Name *[insert Tenderer's legal name]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION (MANDATORY)

1.1 Constitution or legal status of Tenderer:
....[*attach copy]*
Place of registration:
.... [*insert]*
Principal place of business:
.... [*insert]*
Power of attorney of signatory of Tender:
.... [*attach]*

1.2 Total annual volume of services performed in five years, in the internationally traded currency specified **in the TDS**: ....[*insert]*

1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

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

1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.

1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.
Other party(ies) Cause of dispute Details of litigation award Amount involved
a) ____________
____
b)____

1.7 Statement of compliance with the requirements of ITT 4.2.

1.8 Any additional information required____________________________

[To be printed on Company Letterhead]

Due Diligence Consent Authorization Letter to Seek/verify Information

[Date]
Company details
To Whom It May Concern

RE: DUE DILLIGENCE-CONSENT AUTHORIZATION TO SEEK/VERIFY INFORMATION

I, **[Full Name of CEO/Principal officer]**, of National ID/Passport Number **[ID Number]**, hereby grant my full consent and authorization to **Kenya Ports Authority** to request, obtain, and verify information relating to **[Name of Institution)** for information availed for the bidding of Provision of Insurance Brokerage services **Tender NO. KPA/005/2025-26/INS**

This authorization covers, but is not limited to, access to the following information:

- Insurance & Reinsurance policy covers details, verification and approval of rates applied, list of clients served, financial statements, employment history, academic records, etc. and any other information the institution deems fit to verify.

The purpose of this authorization is strictly limited to the evaluation of Kenya Ports Authority tender for the **Provision of Insurance Brokerage Tender NO. KPA/005/2025-26/INS**

I confirm that this consent is given voluntarily and with full knowledge of the implications. I also understand that the information obtained shall be treated with the highest level of confidentiality and used solely for the purpose stated above.
This authorization shall remain valid for a period of **six (6) months]** from the date hereof, unless revoked by me in writing prior to its expiry.
Authorized by:
Name of the organization

Signature: ___________________

Full Name

Date: _______________________

Cellphone and Email Address______________________________

1. NOTIFICATION OF INTENTION TO AWARD

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

1) For the attention of Tenderer's Authorized Representative Name: .... *[insert Authorized Representative's name]*
Address: ....*[insert Authorized Representative's Address]*
Telephone numbers: ....*[insert Authorized Representative's telephone/fax numbers]*
Email Address: ....*[insert Authorized Representative's email address]*

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

DATEOFTRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*](local time)
ProcuringEntity:..*[insertthenameoftheProcuringEntity]*
Contract title: ....*[insert the name of the contract]*
ITT No: ....*[insert ITT reference number from Procurement Plan]*
This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

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

The successful Tenderers are listed below.

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

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

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

3) **How to request a debriefing**

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:.. [*insert full name of person, if applicable*]
Title/position: ....[*insert title/position*]
Agency:.......................................[*insert name of Procuring Entity*]
Email address:..[*insert email address*]

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

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

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

4) **How to make a complaint**

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

Providethecontractname,referencenumber,nameoftheTenderer,contactdetails; and address the Procurement- related Complaint as follows:

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

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

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

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

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

In summary, there are four essential requirements:

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

Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@ppra.go.ke

5) Standstill Period

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

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

On behalf of the Procuring Entity:

Signature:____________________________________

Name:_______________________________________

Title/position:_________________________________

Telephone:____________________________________

Email:_______________________________________

2. REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…………… OF………….20………

BETWEEN

…………………………………………………………… APPLICANT

AND

…………………………………RESPONDENT (Procuring Entity)

Request for review of the decision of the…………… (Name of the Procuring Entity of ……………dated the…day of ………….20……….in the matter of Tender No………..of ………….20….. for ....(Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on…………day of ………...20….……..

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]
......................................*[date]*
To: ....*[name and address of the Insurance Provider]*
This is to notify you that your Tender dated............................*[date]* for execution of the..........................*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of..*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.
Please return the attached Contract dully signed Authorized Signature
....
Name and Title of Signatory :...
Name of Agency: ....
Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");

b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

[name of member] [Authorized Representative]

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

Beneficiary..............................
Request for Tenders No:…………............................Date:__________________ ....
TENDER GUARANTEE No.:_________________________
Guarantor: _____________________________________

1. We have been informed that_______________(here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_____ under Request for Tenders No………….(“the ITT”).

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____( ) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

____

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _______

1. Whereas ………… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ……… [*Date of submission of tender]* for the …………… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of____under Request for Tenders No.__________("the ITT").

2. KNOW ALL PEOPLE by these presents that WE ………………… of ……….. [**Name of Insurance Company**] having our registered office at …………… (hereinafter called "the Guarantor"), are bound unto …………….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ………………… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.
Sealed with the Common Seal of the said Guarantor this ___day of ______ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document. then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

______________________________	____________________________________
[Date]	*[Signature of the Guarantor]*
______________________________	____________________________________
[Witness]	*[Seal]*

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

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]
Date:..*[insert date (as day, month and year) of Tender Submission]*
Tender No.:...*[insert number of tendering process]*
To:..*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.
5.

Signed:……………………………… Capacity / title (director or partner or sole proprietor, etc.) ……….........……………….
Name:………………………………… Duly authorized to sign the bid for and on behalf of: ....*[insert complete name of Tenderer]* Dated on………………….day of…………..................……*[Insert date of signing]*

Seal or stamp

PART II – SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

1. **Objectives**

The objectives of the Schedule of Requirements are:

a) To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and

b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing

Insurance Policies.

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

2. **List of items to be insured**

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

1. Insurance Item N 1. Office Building (*Give full Descriptions of the required item to be insured) and contingencies to be covered.*

SCHEDULE OF REQUIRMENTS

Details of the service

The Details of Services describe the basic requirements for services. In addition to the information and documentation in the Tender Document regarding the technical aspects of this tender, the Tenderer shall be required to comply with the following:

1. Insurance Brokerage Firms are required to provide information on proper representative(s) including their names, telephone, facsimile, e-mail, physical and postal addresses.
2. The Insurance Broker is expected to provide cover as listed.
3. The Insurance Broker shall ensure cover provided by the underwriter should be as in the tender document and should not be restricted by way of warranties, endorsements, or special conditions subject to award.
4. The Insurance Broker shall ensure the policy documents are deposited with KPA not later than seven (14) days prior to commencement of cover. KPA requires that the policy documents are counter signed by KPA and the Underwriter.
5. The Insurance Brokerage Firm shall ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the Procuring Entity from time to time.
6. The Insurance Brokerage Firm shall negotiate with the qualified Recommended Underwriter any other pertinent aspects of the policy that may arise during the term of the policy.

7. The Insurance Brokerage Firm shall arrange frequent meetings to review portfolio performance.
8. The Insurance Brokerage Firm shall carry out loss control surveys and make viable appropriate risk improvement recommendations, where applicable.
9. In addition to the above, the successful tenderer shall be responsible for, inter alia, the following:
    a. Communication of acceptance after notification of award
    b. Execution and return of contracts, including Service Level Agreements with Insurance Companies, upon receipt of drawn contracts upon notification of award of contract.
    c. Execution of co-insurance memoranda after award of a co-insurance policy, where applicable.
    d. Submission of premium debit notes after contract execution and submission of performance bonds and policy documents.
    e. Review of claims from KPA and reporting to Insurance Companies after notification by KPA.
    f. Reporting to KPA on outstanding claim documentation necessary for resolution of claims.
    g. Coordination of the appointment of loss adjustors, investigators and assessors as the case may be.
    h. Submission of loss adjustors, investigators and assessors reports to KPA.
    i. Ensure preparation of monthly claims bordereaux which must be submitted to KPA by the 5th of the following month.
    j. Coordination and negotiation of settlement of insurance portfolio claims by the insurance companies.
    k. Proposing to KPA prudent portfolio premium cost management measures.
    l. Co-ordination of insurance and risk management related training and or awareness to KPA staff as and when required.

Important Notes to the Tenderers.

a) These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers with the detailed proposals for the insurance services they intend to provide.
b) Tenderers must indicate whether the insurance services offered comply with specified requirements.
c) Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The Authority reserves the right to reject the insurance services proposed, if such deviations shall be found to adversely affect the use of such KPA Insurance services.
d) NOTE: All lots are very vital Insurance policies to the operations of the Kenya Ports Authority and as such Insurance Companies with maximum financial and technical capability to handle the polices will be required due to the Risk exposures involved.
e) The tenderer shall ensure that the selected underwriter for all Lots has maximum financial, technical capacity and most responsive as specified on the technical evaluation to underwrite the respective polices.
f) Selection of Underwriter and brokers for the various Lots will not be based on the Lowest Bidder but from the most responsive Underwriters/brokers with maximum financial and technical capability to handle the polices will be required due to the Risk exposures involved.
g) Every Broker must submit their own proposed Underwriters' documents. The broker must also ensure that the underwriter's document is well bound with the proposed cover enhancements and clauses and clearly indicated Name of Broker and Underwriters Name

h) Tenderers should attach original signed quotations from underwriters.
i) Tenderers should attach signed cover summaries/Risk notes as negotiated by the Underwriters on the enhanced clauses.
j) In addition to fulfilling the requirements under this section, the successful insurance broker after the award of the policy should avail an enhanced risk note & a copy of draft Policy wording issued by the local fronting insurance Company, which forms the basis of reinsurance with the Overseas Reinsurers/Insurers.
k) In the event of fronting, the broker shall ensure the nominated local fronting insurance company discloses the Lead proposed carrier i.e., Insurer or Reinsurer of the risk.
l) The broker shall ensure that local fronting company discloses the insurance underwriter/Reinsurer with a Detailed company profile which must include the following: Name, Address, Telephone Numbers, E-mails, Physical location & Country.
m) For Port Liability policy, Political violence and terrorism, marine hull-the broker & Protection Indemnity or any other policy reinsured out of the country, the broker will be required to attach a rating minimum financial rating of A- (A.M Best Company) or A (Standard and poor's). Managed General agents will not be allowed will not be allowed to lead.
n) KPA reserves the right, its discretion, to reject any Insurance Policy Document/wording or part there of deemed by KPA not to incorporate any items, terms, conditions, wordings etc. considered to have been sanctioned by KPA.
o) Quotations from overseas market must supported by duly signed slips from insurers/Reinsures with whom the fronting Insurer intends to place cover with upon award of the policy.

LIST OF CLASSES OF INSURANCE POLICIES FOR QUOTATIONS

CATEGORY	POLICIES
LOT 1 INSURANCE	**REF: KPA01/1/2025**
	1. Protection & Indemnity Ports 2. Political Violence, Terrorism and Sabotage 3. Fire and Special Industrial Risks, Earthquake 4. Motor commercial comprehensive Institutional Vehicles (Buses) 5. Medical Insurance-Eldoret Staff 6. Public Liability 7. Motor Commercial Own Goods-Lorries 8. Burglary (Stock) 9. Money Policy
LOT 2 INSURANCE	**REF: KPA02/2/2025**
	1. Marine Hull Insurance & Protection and Indemnity-Ferries 2. All risk Floating Bridge 3. GPA /WIBA 4. Fire & Perils, Earthquake Con Loss 5. Motorcycle-Comprehensive 6. Motor Trade (Road Risks) Third Party Only 7. Medical Scheme for Directors 8. Goods in Transit 9. Travel Insurance
LOT 3 INSURANCE	**REF: KPA03/3/2025**
	1. Comprehensive Machinery /Plant Machinery All Risks 2. Marine Hull & Machinery Ports 3. Fire & Special Perils All KPAPS (DB) - Domestic Risks 4. Motor Commercial Own Goods Pick ups 5. All Risk-Electronic Equipment's) 6. Fidelity guarantee cover 7. Motor Commercial Comprehensive Special Types (Ambulances and Fire Engines) 8. KOT II Wet Risk
LOT 4 INSURANCE	**REF: KPA03/4/2025**
	1. Ports and Terminal Operators Liability 2. Group Life (Management) 3. Group Life Insurance-Others 4. Fire and Perils, Earthquake (Substation) 5. Motor Private Comprehensive- Saloon Cars 6. Fire & Special Perils, Earthquake and Domestic Package. 7. Hospital Malpractice cover 8. Directors and Officers Liability

Notes.

a) Award of the policies to the broker will not be based on the LOTS, each policy will be awarded separately based on most responsive evaluated bidder.

b) Brokers are requested to present their quotations according to the Lots layout.
c) Any one broker will not be awarded more than 50% of the annual insurance budget/or gross premium for all the insurance classes.

MARINE HULL & MACHINERY INSURANCE PORTS

Policy	**MARINE HULL & MACHINERY INSURANCE**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against physical loss, destruction or damage to Hull and Machinery, Gear and Equipment and everything connected to the watercrafts owned and operated by KPA or their appointed agents within insured trading area, arising from: - **INSURED PERILS** as follows: (a) perils of the seas, rivers, lakes, or other navigable waters. (b) fire, lightning, or explosion. (c) piracy or violent theft by persons from outside the vessel. (d) jettison. (e) breakdown/accident to nuclear installations/reactors. (f) contact with berths, equipment, road vehicles or aircraft or objects falling from aircrafts. (g) Earthquake, volcanic eruption. (h) Accidents in loading, discharging, or shifting of cargo/fuel. (i) bursting of boilers, breakage of shafts or any latent defect in the machinery/hull (j) negligence of master, officers, crew, or pilots. (k) negligence of repairers or charterers provided such repairers or charters are not insured under this clause. (l) Barratry of master, officer, or crew. **1. POLLUTION HAZARD** Indemnity against loss or damage to the vessel caused by the lawful acts of an authority to prevent or mitigate a Pollution hazard or damage to the environment, or in respect of a threatened pollution arising from damage to an insured vessel. **2. THIRD PARTY LIABILITIES** Indemnity against the liabilities of third parties excluding employees and passengers subject to the following limits: (a) Injury, loss and damage of third parties up to a limit of Usd. 10,000/= any one claim/event
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Basis of cover	Losses occurring
Interest and sum insured	As per schedule of vessels attached.
Excess/deductible	$5,000
Cancellation notice	Ninety (90) Days
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

NOTES

1. *The above policy is very vital Insurance policies to the operations of the Kenya Ports Authority and as such Insurance Companies/Reinsurers with maximum financial and technical capability to handle the polices will be required due to the Risk exposures involved.*
2. *The policy will be quoted in US dollars*

3. *In the event of fronting, the broker shall ensure the nominated local fronting insurance company discloses the Lead proposed carrier i.e., Insurer or Reinsurer of the risk.*
4. *The broker shall ensure that local fronting company discloses the insurance underwriter/Reinsurer with a Detailed company profile which must include the following: Name, Address, Telephone Numbers, E-mails, Physical location & Country.*
5. *The broker will be required to attach a rating minimum financial rating of A (A.M Best Company) or A (Standard and poor's) for the Lead underwriter/Reinsurer with a Detailed company profile which must include the following: Name, Address, Telephone Numbers, E-mails, Physical location & Country*.
6. *Quotations from overseas market must supported by duly signed slips from insurers/Reinsures with whom the fronting Insurer intends to place cover with upon award of the policy.*
7. *The broker will be required to avail the recommended comprehensive policy wording for the above policy at the evaluation stage.*

KENYA PORTS AUTHORITY						
Hull & Machinery Schedule - 2022						
	Vessel	**Status**	**Built**	**GRT**	**CLASS**	**Agreed Value (USD)**
	TUGS					
1	Simba III	In-service	2004	307	LRS	6,359,362.40
2	Kiboko II	In-service	2004	307	LRS	4,492,480.00
3	Nyangumi	In-service	2004	307	LRS	6,439,408.80
4	Duma II	In-service	2015	293	LRS	10,772,500.00
5	Eugene	In-service	2018	492	LRS	8,560,000.00
6	M.T.Pate	In-service	2022	481T	RINA	9,280,000.00
7	Siyu	In-service	2024	4.78	TBA	485,510.00
8	Rembo	In-service	2025		BV	5,409,698.00
9	Kipevu	In-service	2024	TBA	TBA	305,015.00
	PATROL BOATS					
10	Rubani	In-service	2002	20	ISM	1,620,824.80
11	Tewa II	In-service	2022	40.26	BV	2,015,503.86
	PILOT BOATS					
12	Tanguliza II	In-service	2005	60	ISM	2,680,000.00
13	Albina	In-service	2005	65	ISM	2,680,000.00
14	Malkia	In-service	2023	75	ISM	3,831,600.00
15	Kiboma	In-Service	2023	44	RINA	5,736,434.11
	MOORING BOATS					
16	KM 3	In-service	2012	10	ISM	539,086.40
17	KM 4	In-service	2012	10	ISM	487,534.40
18	KM 5	In-service	2006	10	ISM	585,471.20
19	KM 7	In-service	2011	10	ISM	928,000.00
20	KM 9	In-service	2024	26	ISM	

						2,040,000.00
21	KM 8	In-service	2011	19	ISM	928,000.00
	OTHER BOATS					
22	Ramogi	In-service	2019	5	ISM	383,040.00
19	Anti-Pollution FAGIO II	Multi-purpose	2018		ISM	7,817,931.20
	ADDITIONS- Other vessels					
20	Water Barge "MAJI"		1980			$ 45,085.60
21	Pontoon 002 (Tower)		2018			$ 165,040.00
	SALVAGE BOATS					
22	Mwokozi II	Salvor	2021	500		13,818,181.60
					Total	**95,437,706.70**

Port Navigation Equipment Schedule 2025

No.	**Type**	**Aids to Navigation**	**Location**	**Identification**	**Year of Purchase**	**Purchase Price (USD)**
1	Beacon	Ras Serani Leading light (Front)- AIS	Mombasa	White Metal Tower	1975	Not Covered
2	Beacon	Ras Serani Leading Light (Rear) –AIS/RACON	Mombasa	White/Black Concrete Tower	1975	Not Covered
3	Beacon	Likoni leading light (Front)	Mombasa	GRP Red/White Tower	2012	22,429.60
4	Beacon	Likoni leading light (Rear)	Mombasa	GRP Red/White Tower	2012	22,429.60
5	Beacon	Likoni Dir light	Mombasa	White Obelisk	1976	Not Covered
6	Beacon	Mtongwe leading light (Front)	Mombasa	GRP Red/White Tower	2016	$26,168.00
7	Beacon	Mtongwe leading light (Rear)	Mombasa	GRP Red/White Tower	2016	$26,168.00
8	Beacon	Kipevu leading light (Front)	Mombasa	GRP Red/White Tower	2016	$26,168.00
9	Beacon	Kipevu leading light (Rear)	Mombasa	GRP Red/White Tower	2016	$26,168.00
10	Beacon	Shimanzi leading light (Front)	Mombasa	GRP Red/White Tower	2016	$26,168.00
11	Beacon	Shimanzi leading light (Rear)	Mombasa	GRP Red/white Tower	2016	$26,168.00

No.	Type	Aids to Navigation	Location	Identification	Year of Purchase	Purchase Price (USD)
12	Beacon	Port Reitz (W) leading light (Front)	Mombasa	Piled structure/GRP Tower	2016	$26,168.00
13	Beacon	Port Reitz (W) leading light (Rear)	Mombasa	Piled structure/GRP Tower	2016	$26,168.00
14	Beacon	Ras Mchangamwe (Kipevu) (S. Cardinal mark)	Mombasa	Yellow/Black metal Piled structure	1986	Not Covered
15	Beacon	Ras Kiberamini leading light (Front)	Mombasa	White/Black Column	1978	Not Covered
16	Beacon	Ras Kisauni leading light (Rear)	Mombasa	White/Black Column	1979	Not Covered
17	Beacon	Ras Mitani light	Mombasa	Single Piled structure	2005	Not Covered
18	Beacon	Chale Island S. End (Chale Point)	Chale island	Lattice Structure	2017	$196,261.68
19	Beacon	Pungutiayu Island	Shimoni	GRP Black/White Tower	2016	$26,168.00
20	Beacon	Shimoni leading light (Front)	Shimoni	Lattice Structure	2000	Not Covered
21	Beacon	Shimoni leading light (Rear)	Shimoni	Lattice Structure	2000	Not Covered
22	Beacon	Canon Point Leading (Front)	Mtwapa	Concrete Pillar	1971	Not Covered
24	Beacon	James Point Beacon (Front)	Mtwapa	Concrete Pillar	1972	Not Covered
25	Beacon	James Point Beacon (Rear)	Mtwapa	Concrete Pillar	1973	Not Covered
26	Beacon	Mtwapa Beacon (Front)	Mtwapa	Concrete Pillar	1974	Not Covered
27	Beacon	Mtwapa Beacon (Rear)	Mtwapa	Concrete Pillar	1975	Not Covered
28	Beacon	Kilifi Main Light House	Kilifi	GRP Red/White Tower	2012	$22,429.60
29	Beacon	Ras Kitoka Leading Light 328 (Front)	Kilifi	GRP Red/White Pillar	2012	$22,429.60
30	Beacon	Ras Kitoka Leading Light 328 (Rear)	Kilifi	GRP Red/White Pillar	2012	$22,429.60
31	Beacon	Ras Kioni North Pass Leading Light (Front)	Kilifi	GRP Red/White Pillar	2012	$22,429.60
32	Beacon	Ras Kioni North Pass Leading Light (Rear)	Kilifi	GRP Red/White Pillar	2012	$22,429.60
33	Beacon	Malindi Main Light House	Malindi	Lattice Tower	2018	$196,261.68
34	Beacon	Pillar Reef Light House	Malindi	GRP Red/White	2012	$22,429.60
35	Beacon	Malindi Leading 212.5 (Front)	Malindi	GRP Tower Red/White	2012	$22,429.60

No.	Type	Aids to Navigation	Location	Identification	Year of Purchase	Purchase Price (USD)
36	Beacon	Shela Leading (Front)	Lamu	GRP Red/White Pillar	2012	$22,429.60
37	Beacon	Shela Leading (Rear)	Lamu	GRP Red/White Tower	2012	$22,429.60
38	Beacon	Ras Kitau Leading (Front)	Lamu	GRP Red/White Pillar	2012	$22,429.60
39	Beacon	Ras Kitau Leading (Rear)	Lamu	GRP Red/White Pillar	2012	$22,429.60
40	Beacon	Takwa Leading (Front)	Lamu	Red/White Concrete Pillar	1975	Not Covered
41	Beacon	Takwa Leading (Rear) - Northerly	Lamu	Red/White Concrete Pillar	1976	Not Covered
42	Beacon	Takwa Leading (Rear) - Southerly	Lamu	Red/White Concrete Pillar	1977	Not Covered
43	Beacon	Mokowa Leading (Front)	Lamu	GRP Red/White Pillar	2012	$22,429.60
44	Beacon	Mokowa Leading (Rear)	Lamu	GRP Red/White Pillar	2012	$22,429.60
45	Beacon	Mokowe Jetty Leading (Front)	Lamu	GRP Red/White Pillar	2012	$22,429.60
46	Beacon	Mokowe Jetty Leading (Rear)	Lamu	GRP Red/White Pillar	2012	$22,429.60
47	Beacon	Magogoni Leading (Front)	Lamu	Lattice Structure	1990	Not Covered
48	Beacon	Magogoni Leading (Rear)	Lamu	Lattice Structure	1990	Not Covered
49	Beacon	Kipini Light	Kipini	Lattice Structure	2019	$112,148.80
50	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
51	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
52	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
53	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
54	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
55	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
56	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
57	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
58	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
59	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
60	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40

No.	Type	Aids to Navigation	Location	Identification	Year of Purchase	Purchase Price (USD)
61	Channel Buoy	Polyethylene GRP	Mombasa port		2019	$29,906.40
62	Channel Buoy	Steel Pillar	Mombasa port		1998	Not Covered
71	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
72	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
73	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
74	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
75	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
76	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
77	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
78	Channel Buoy	Polyethylene GRP	Lamu port		2013	$29,906.40
79	Channel Buoy	Polyethylene GRP - 570178	New lamu port		2019	$29,906.40
80	Channel Buoy	Polyethylene GRP - 570179	New lamu port		2019	$29,906.40
81	Channel Buoy	Polyethylene GRP - 570180	New lamu port		2019	$29,906.40
82	Channel Buoy	Polyethylene GRP - 570181	New lamu port		2019	$29,906.40
83	Channel Buoy	Polyethylene GRP - 570182	New lamu port		2019	$29,906.40
84	Channel Buoy	Polyethylene GRP - 570183	New lamu port		2019	$29,906.40
85	Channel Buoy	Polyethylene GRP - 570184	New lamu port		2019	$29,906.40
86	Channel Buoy	Polyethylene GRP - 570185	New lamu port		2019	$29,906.40
87	Channel Buoy	Polyethylene GRP - 570186	New lamu port		2019	$29,906.40
88	Channel Buoy	Polyethylene GRP - 570187	New lamu port		2019	$29,906.40
						1,822,415.00

Notes – General Technical & Compliance Requirements

a. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

c. Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.

d. Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.

e. Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

i. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

j. Critical Insurance Risk Coverage and Engagement of Prequalified Service Providers-The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall be critical to avert operational downtime due to the inherent risk exposures involved.

k. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

l. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

PROTECTION & INDEMNITY (P&I) PORT

Policy	**Protection and indemnity/third party liabilities**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Provide indemnity for third party liabilities against KPA or their appointed agents as owners of insured vessels/watercrafts within insured trading area and arising from their management, navigation, or operation for: (i) Death, injury, or illness of third parties-and consequential loss arising from this including payments for life salvage, (ii) Loss/damage to third party property and consequential loss therefrom.
Interest and sum insured	See schedule of vessels
Excess/deductible	$5,000 each accident or occurrence
Cancellation notice	Ninety (90) days
Limits of indemnity	(i) As indicated in the schedule for each vessel (ii) Combined single limit – for all claims inclusive of costs, fees and expenses either approved and /or incurred by the insurer out of one event.
Including	(i) Navigation legal liabilities: a) To persons other than crew. b) To other vessels. c) To third parties. (ii) Cost and expenses for: a) Removal of wreck. b) Pollution. c) Fines and penalties. d) Customary liabilities. e) Investigation & defense cost (including legal and survey fees) (iii) 4/4ths collision liability clause 8
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

KENYA PORTS AUTHORITY					
Protection and Indemnity Schedule 2025					
	Vessel	**Status**	**Built**	**GRT**	**Limit of Liability (USD)**
	TUGS				
1	Simba III	In-service	2004	307	$ 5,000,000
2	Kiboko II	In-service	2004	307	$ 5,000,000
3	Nyangumi	In-service	2004	307	$ 5,000,000
4	Duma II	In-service	2015	293	$ 5,000,000
5	Eugene	In-service	2018	492	$ 5,000,000
6	M.T. Pate	In-service	2022	481	$ 5,000,000
7	Mv. Rembo	In-service	2025		$ 5,000,000

KENYA PORTS AUTHORITY					
Protection and Indemnity Schedule 2025					
	Vessel	**Status**	**Built**	**GRT**	**Limit of Liability (USD)**
8	Mv Kiboma	In-service	2023	44	$ 5,000,000
8	Mv. Siyu	In-service	2024	4.78	$ 5,000,000
9	MV Kipevu	In-service	2024		$ 5,000,000
10	MV. Manda	In-service	2025	239	$ 5,000,000
	PATROL BOATS				
11	Rubani	In-service	2002	20	$ 5,000,000
	PILOT BOATS				
12	Tanguliza II	In-service	2005	60	$ 5,000,000
13	Albina	In-service	2005	65	$ 5,000,000
14	Malkia	In-service	2023	75	$ 5,000,000
	MOORING BOATS				
15	KMB 3	In-service	2012	10	$ 2,000,000
16	KMB 4	In-service	2012	10	$ 2,000,000
17	KMB 5	In-service	2006	10	$ 2,000,000
18	KMB 7	In-service	2011	19	$ 2,000,000
19	KMB 8	In-service	2011	19	$ 2,000,000
17	KMB 9	In-service	2024	26	$ 4,000,000
	OTHER BOATS				
18	Ramogi	In-service	2019	5	$ 1,000,000
19	FAGIO II	Multi-purpose	2018		$ 2,000,000
	ADDITIONS-Other vessels				
20	Water Barge "MAJI"		1980		$ 1,000,000
21	Pontoon 002 (Tower)		2018		$ 1,000,000
22	Pontoon 001 (Dockyard)		2015		$ 1,000,000
	SALVAGE BOATS				
23	Mwokozi II	Salvor	2021	500	$ 10,000,000 Aggregate limit of USD 500M
	Grand Total				**$ 105,000,000**

Notes – General Technical & Compliance Requirements

a. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

c. Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.

d. Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.

e. Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include: Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

i. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

j. Critical Insurance Risk Coverage and Engagement of Prequalified Service Providers-The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

k. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

l. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

MARINE HULL & MACHINERY INSURANCE FERRIES & PROTECTION & INDEMNITY

Policy	**MARINE HULL & MACHINERY INSURANCE**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against physical loss, destruction or damage to Hull and Machinery, Gear and Equipment and everything connected to the watercrafts owned and operated by KPA or their appointed agents within insured trading area, arising from: - INSURED PERILS as follows: (a) perils of the seas, rivers, lakes, or other navigable waters. (b) fire, lightning, or explosion. (c) piracy or violent theft by persons from outside the vessel. (d) jettison. (e) breakdown/accident to nuclear installations/reactors. (f) contact with berths, equipment, road vehicles or aircraft or objects falling from aircrafts. (g) Earthquake, volcanic eruption. (h) Accidents in loading, discharging, or shifting of cargo/fuel. (i) bursting of boilers, breakage of shafts or any latent defect in the machinery/hull (j) negligence of master, officers, crew, or pilots. (k) negligence of repairers or charterers provided such repairers or charters are not insured under this clause. (l) Barratry of master, officer, or crew. 3. POLLUTION HAZARD Indemnity against loss or damage to the vessel caused by the lawful acts of an authority to prevent or mitigate a Pollution hazard or damage to the environment, or in respect of a threatened pollution arising from damage to an insured vessel. 4. THIRD PARTY LIABILITIES Indemnity against the liabilities of third parties excluding employees and passengers subject to the following limits: (a) Injury, loss, and damage of third parties up to a limit of Usd. 10,000/= any one claim/event
Interest and sum insured	**SECTION A-MARINE HULL & MACHINERY** See schedule of vessels and Sum Insureds **SECTION B-PROTECTION AND INDEMNITY** **Combined Limit all ferries $ 15,000,000.00** **Passenger legal Liability** Usd. 50,000 One passenger Usd. 1,000,000 any one incident

Excess/deductible	**Hull and Machinery** Nyayo, Harambee, Likoni, Kwale, MV Jambo & MV Safari -10% eel minimum USD. 10,000 All others claim 10% eel minimum Usd. 2,500/- **Third party Liability** 1. All passenger claim- Usd. 2,500 2. Loss of or damage to fixed and floating objects each accident or occurrence-Usd. 5,000 3. Loss from all vehicles claims each accident/occurrence Usd. 5,000
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Basis of cover	Losses occurring
Interest and sum insured	As per schedule of vessels attached.
Excess/deductible	As specified above
Cancellation notice	Ninety (90) Days
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

Schedule of ferries

No.	Vessel	Passengers	Type	Built	GRT	Class	H&M Value USD.
1	MV HARAMBEE	1440	Ferry Services	1990	565		1,365,745.51
2	MV KWALE	1550	Ferry Services	2009	600		4,500,235.83
3	MV LIKONI	1550	Ferry Services	2009	600		4,500,235.83
4	MV NYAYO	1200	Ferry Services	1990	568		1,149,284.86
7	MV KIVUKO	20	Ferry Services	2013	10		50,002.17
8	MV JAMBO	1600	Ferry Services	2016	1000		7,000,000.33
9	MV SAFARI	1650	Ferry Services	2017	1005		7,500,000.00
10	MV HEZTECH 02	15	Ferry Services		3.5222		48,159.00
							26,113,660.20

Schedule of ferries liability limits

No.	Vessel	Passengers	Type	Built	GRT	Class	Limit USD
1	MV HARAMBEE	1440	Ferry Services	1990	565		$ 1,500,000.00
2	MV KWALE	1550	Ferry Services	2009	600		$ 1,500,000.00
3	MV LIKONI	1550	Ferry Services	2009	600		$ 1,500,000.00
4	MV NYAYO	1200	Ferry Services	1990	568		$ 1,500,000.00
7	MV KIVUKO	20	Ferry Services	2013	10		$ 200,000.00
8	MV JAMBO	1600	Ferry Services	2016	1000		$ 2,000,000.00
9	MV SAFARI	1650	Ferry Services	2017	1005		$ 2,000,000.00
10	MV HEZTECH 02	15	Ferry Services		3.5222		$ 150,000
							$ 10,350,000

Notes – General Technical & Compliance Requirements

a. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

c. Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.

d. Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.

e. Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include: Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

i. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

j. Enhanced and Critical Insurance Risk Coverage-The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

k. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

l. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

WET RISK –NEW KOT II

Policy	**INDUSTRIAL ALL RISK COVER – NEW KOT II**
Period	01.02.2026 – 31.01.2027, renewable annually
Scope of cover	(a) Indemnity against loss or damage occasioned by fire, lightning, earthquake, explosion, riots and strikes, Malicious damage including impact from any source and special perils (A-H) on the NEW KOT II (b) Losses on NEW KOT II occasioned by Machinery breakdown while in operation. (c) Consequential losses from fire and machinery breakdown losses. (d) The damages that may be claimed after an incident which has caused the loss of, or damage to, a fixed or floating object include: (e) The reasonable cost of both temporary and permanent repairs to the object and ancillary equipment or, where the object has become damaged beyond economic repair, its insured value, or market value, or replacement cost. (f) Compensation for the loss of use of the object, i.e., the loss of revenue suffered by its owner or operator by reason of the fact that the object is out of (normal) use because of the damage caused by the Ship or any other floating object. (g) Third party liabilities, whether arising under contract, statute or in tort, which are incurred by the owner or operator of the object because of the contact damages. For example, a terminal operator may be liable under contract to pay compensation to other users of the terminal because of the inoperability of loading and discharging equipment caused by the contact incident. (h) Various costs and expenses reasonably incurred by the owner or operator of the object because of the damage caused, e.g., survey and inspection fees and costs. (i) If the object is lost because of the contact with the Ship, e.g., it sinks to the seabed, it is possible that the owner or operator of the object may be ordered to chart, mark, raise and/or remove it, and may, therefore, claim reimbursement of the resulting removal costs and expenses from the Member. (j) Liability for loss of or damage to any fixed or floating object by reason of contact between the Ship and such object, when not covered under the Hull Policies.

Interest and sum insured	**A. Material Damage** 1. Building and other assets as specified in the schedule - USD 293,639,575.44 2. Machinery and equipment as per schedule – USD 47,418,290.99 **Indemnity Period -12 months** **Limits.** Any one accident – USD. 50,000,000 and USD 2,500,000 in respect of Machinery Breakdown.
Excess/deductible	Specify applicable clauses
Cancellation notice	Ninety (90) days
Limits of indemnity	(iii) As indicated (iv) Combined single limit – for all claims inclusive of costs, fees and expenses either approved and /or incurred by the insurer out of one event.
Applicable Clauses	1. All Risks insuring clauses (Port, Terminal and Handling equipment) 2. Wreckage or debris removal 3. Strikes or riots 4. Firefighting expenses 5. Protective maintenance 6. Automatic acquisitions 7. Earthquake extension 8. Blockage of berths, quay, approach channel, waterway or any adjacent land 9. Interruption to electrical supply 10. Investigation costs
Clauses	Specify applicable clauses
Remarks	Indicate premium rate.
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

Notes – General Technical & Compliance Requirements

a. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

c. Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.

d. Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.

e. Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include: Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

i. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

j. Enhanced and Critical Insurance Risk Coverage-The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

k. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

l. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

PORT & TERMINAL OPERATORS LIABILITY MOMBASA & LAMU

Policy:	**PORT & TERMINAL OPERATORS LIABILITY MOMBASA & LAMU**
Period of cover:	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover:	As indicated below
Interest and sum insured:	See schedule below
Excess/deductible:	As indicated below
Limits of indemnity:	As indicated below
Cancellation notice:	Ninety (90) Days

Section 1	**Interest**	**Customer liabilities**
	Scope of cover	Covers KPA against its Liability for: - (i) Physical loss/damage to customer's cargo (ii) Loss/damage to customer's property including ships (iii) And consequential loss arising from (i) and (ii)
	Limits of Liability	(a) US$.10,000,000/= aggregate for the period of insurance (b) US$.3,000,000/= aggregate for the insurance period, (related to customers vessels)
	Including	Liabilities for: (i) Valuable cargo: - Bullion; precious stones / precious Jewelry/ precious metal; Cash/securities and certain other specified items. Special limit is US$ 1,000,000/= per year (ii) Packaging (by KPA) (iii) Containers
	Excludes	(a) Inherent vice (b) Unsuitable/defective- customer packaging
	Deductible	US$ 5,000/=
	Basis of cover	Losses occurring
Section 2	**Interest**	**Third Party Liabilities (common law)**
	Scope of cover	Covers KPA against its (i) Liability for loss/damage of Third-Party property (ii) Liability for death, injury, or illness of any third party (iii) Liability to compensate a third party for its liability for (i) and (ii) (iv) Contractual liabilities (including theft) a) To compensate a third party for its own TP liabilities if KPA's liability arises solely under a contract: - For lease/sale of equipment for use in KPA's services or - With its subcontractor or joint service/partner b) To compensate Subcontractor or joint service/partner for loss or damage to its own property if liability arises under a contract with them. (v) For consequential loss under Third party liabilities and contractual liabilities

	Includes	Leased equipment/ Port facilities – covers KPA in respect of port facilities or equipment leased to, or used with its consent by someone else (Third Party)
	Excludes	(a) Employment contracts (b) Vehicle ownership, possession, or use (c) Property hired, leased, or held on trust (d) Penalty clauses/Demurrage
	Limits of Liability	(a) US$.5,000,000 for Third Party Liabilities (b) US$.100, 000 relating to claims for Contractual Liabilities including theft.
	Deductible	US$ 5,000
	Basis of cover	Losses occurring
Section 3	**Interest**	**Professional Indemnity (Errors & Omissions)**
	Scope of cover	This covers KPA for breach of professional duty owed resulting in financial loss (not physical loss/damage) incurred by a customer or the person entitled to delivery under a bill of lading or other contract of carriage or handling documentation, arising from: (a) Errors and omissions, (b) Delivery of cargo contrary to contractual obligations (wrongful delivery). (c) Failure to perform contractual obligations (d) Delay in handling cargo or customer's equipment or ships
	Limits of Liability	US$.2,500,000/= aggregate for the period of insurance
	Incudes	Own (KPA) operational loss i.e., Cost / expense incurred in - mitigation of a claim - Libel and slander - Wrongful arrest/Prosecution - Legal fees
	Excludes	- Breach of Regulation/Statutes by Executives (i.e., D&O) (We currently have the local directors' & officers' liability policy.) - Deliberate Libel & Slander by Executives - Intentional or Reckless conduct - Contractual liabilities
	Deductible	US$ 5,000/=
	Basis of cover	Claims made during policy period (retroactive agreement required)
Section 4	**Interest**	**Liabilities to Authorities-Fines & Duty**

	Scope of cover	Covers KPA for its Liability to Authorities for: - (a) Fines and penalties resulting from: o Loss of cargo subject to duty o Pollution fines o wrongful description of cargo (b) Breach of regulations concerning: o Imports and Exports of goods. o Documentation. o Customs and Immigration law. o Safe working conditions o Pollution o Security/anti-terrorism (c) Costs payable by KPA arising out of confiscation of 3rd Party property following a) and b) above (d) Costs payable by KPA arising out of Confiscation by an authority of property including insured equipment
	Limits of Liability	US$.500,000/=
	Deductible	US$ 1,000
	Basis of cover	Claims made during policy period (retroactive agreement required)
Section 5	**Interest**	**Business Interruption**
	Scope of cover	Business Interruption due to port blockage. ''Port Blockage' means: - - Accidental physical blockage of berths, channels, waterways caused by the sinking/stranding of watercraft. - Inability of ships to gain access to the berth Resulting in interruption of business or inability to provide insured services
	Incudes	- loss of revenue and or profits - increased cost of working - costs of investigating an accident which may give rise to a claim (including legal,survey,expert and disposal fees) - Other costs -removal of wreck; advice and information risks; tenants' legal liability
	Limits of Liability	US$.50,000 per day any one accident or occurrence subject to a maximum of 30 days or up to a maximum of US$1,5000,000/- Aggregate Limit per annum. Usd 10,000,000/- Time excess of 10 days. (Waiting period)
Deductible	US$ 5,000	
Basis of cover	Losses occurring	
Clauses	**Specify applicable clauses**	
Exclusions	**Specify exclusions in detail**	
Cover enhancements /extensive clauses	**Specify preferred negotiated cover enhancements & detailed proposed extensive clauses**	

LIMITS

PORT & TERMINAL OPERATORS LIABILITY MOMBASA & LAMU	
Port Liability- Mombasa	**Sum Insured USD**
Section 1- Customer Liabilities	
Limits of Liability	USD 10,000,000.00
Limits of Liability - customers vessels	USD 3,000,000.00
Section 2- Third Party Liability (common law)	
Limits of Liability - Third Party Liabilities	USD 5,000,000.00
Limits of Liability - claims for Contractual Liabilities including theft	USD 100,000.00
Section 3- Professional Indemnity (Errors & Omissions)	
Limits of Liability	USD 2,500,000.00
Section 4- Liabilities to Authorities (Authorities-Fines & Duty)	
Limits of Liability	USD 500,000.00
Section 5- Business Interruption due to port blockage	
Limits of Liability any one accident or occurrence (per day max 30 days)	USD 50,000.00
Limits of Liability - Aggregate per annum	USD 10,000,000.00

Notes – General Technical & Compliance Requirements

- **a.** Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.
- **b.** Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.
- **c.** Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.
- **d.** Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.
- **e.** Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or

Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include: Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

i. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

j. Enhanced and Critical Insurance Risk Coverage-The Marine Hull Insurance Policies, Protection and Indemnity (P&I), Ferries Comprehensive, Contractors Plant and Machinery (CPM), and Political Violence and Sabotage (PV&S) covers are highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

k. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

l. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

UNDERWRITING INFORMATION- PORT & TERMINAL OPERATORS LIABILITY MOMBASA & LAMU

PORT & TERMINAL OPERATORS LIABILITY MOMBASA & LAMU

1. **GENERAL INFORMATION**

Name of Port: Kenya Ports Authority
Address: P.O. Box 95009-80104 MOMBASA
Telephone: 254-41-312211
Fax: 254-41-311867
Telex: 21243 'DIRKPA KE'
Other Offices: Nairobi, Kisumu, Eldoret, Lamu
Ownership: Fully State-owned
Total Number of Employees: 6423
Directors: 6
Full time:
Part time: None
Location: Mombasa Latitude: 2º18'S, Longitude 40 º 55'E
Lamu Latitude: 2°16' 5" S, Longitude 40° 54' 9" E

KPA is an operational port and generates its revenue wholly from operations. Plans are underway to make KPA a landlord port.

2. FACILITIES AVAILABLE

Berths and Jetties
Deep Water Berths:
(i) Number – 19
(ii) Total Length (m) – 3,844
(iii) Draft (m) -10-15
Bulk Oil Jetties:
(i) Number – 2
(ii) Draft (a) SOT (m) – 9.8
(b) KOT (m) – 13.4
Bulk Cement Berths:
(i) Number- 2
(ii) Total Length (m) – 315.0
(iii) Number of Silos - 3.0
(iv) Capacity of Silo (tons) – 6,000.0
Dhow Jetties (Old port):
(i)Number – 2
Sheds/Stacking Grounds
Main Quay Transit sheds – 7
Back of port Transit sheds -3
Lighterage area Transit sheds – 2
Custom warehouses – 1
Old port go downs - 4

3. **SERVICES PROVIDED BY KPA**

- Stevedoring.
- Navigational information and aids.

- Marine traffic control.
- Buoys and lighting.
- Pilotage.
- Warehousing.
- Temperature controlled warehousing.
- Tugs.
- Bunkering.
- Diving.
- Advice to other operators.
- Security (e.g., police).
- Container/trailer storage
- Inland clearance depots
- Emergency services e.g., fire, ambulance
- Equipment repair/refurbishment

4. **SERVICES PROVIDED BY CONTRACTORS**
- Dredging.
- Salvage/ ship removal.
- Waste disposal.
- Cleaning and pest control
- Construction works.

5. **LOSS PREVENTION /RISK MANAGEMENT:**
- fire brigades-5 fire engines
- insurance
- pollution control boat
- Property and equipment maintenance and staff training programmes designed as required under various laws, contracts, and service agreement where applicable.
- 24-hour security guards
- All buildings/perimeter fences/gates alarmed
- CCTV
- Continual documentation security checks

6. **PROPERTY**

- KPA has covered property under various specific fire and perils policy

7. **MACHINERY HULL AND P & I**
- Refer to attached Schedule

8. **EQUIPMENT**
- KPA is covering equipment locally under separate policies

9. **CONTRACTS/INDEMNITIES**

a) contracts with customers
- port tariff/Act/By-Laws

a) other contracts/ lease/licenses:
- lease/ licenses contain indemnities in KPA favor

b) tenants and/or Subcontractors:
    - have adequate liability and property insurance
    - minimum limit is in compliance with current laws
    - annually check of maintenance and renewal of insurance

10. **TYPES OF CARGOES** etc. Stored/handled.
- Export and import containers,
- Loose cargo
- Livestock
- Transshipment cargo

11. **METHODS OF HANDLING LIQUID/BULK CARGOES.**
- Direct piping out of port to storage tanks.

12. **OTHER FACILITIES PROVIDED BY KPA**
- Staff car parks
- Visitors Park
- Canteens and sport facilities – Run by third parties

LAMU PORT- CARGO THROUGHPUT(‘000’MT)

Financial year	2024/2025
Containerized Cargo	8,000
Conventional Cargo	0
Dry Bulk	0
Liquid Bulk	0

LAMU PORT- FINANCIAL INFORMATION:

Financial Year	**2024/2025**
Total Revenue (Kes. Million)	59,638,000
Total costs (Kes. Million)	869,825,000
Profit before tax (Kes. Million)	(810,187,000)

MOMBASA PORT -CARGO THROUGHPUT(‘000’MT)

Financial Year	**2021/2022**	**2022/2023**	**2023/2024**	**2024/2025**
Containerized Cargo	15,396	16,682	19,851	21,948
Conventional Cargo	2,276	2,515	1,600	2,505
Dry Bulk	7,020	6,119	6,997	7,539
Liquid Bulk	8,930	9,163	9,182	10,613

MOMBASA PORT FINANCIAL INFORMATION:

FINANCIAL YEAR	**2021/2022**	**2022/2023**	**2023/2024**	**2024/2025**
Total Revenue (Kes. Million)	51,359	60,979	67,677	70,722
Profit before tax(Kes. Million)	11,148	16,642	17,285	18,888

POLITICAL VIOLENCE, TERRORISM AND SABOTAGE

Policy	**POLITICAL VIOLENCE TERRORISM AND SABOTAGE INSURANCE**
Period	01.02.2026 – 31.01.2027, Renewable annually
Original Insured	Kenya Ports Authority
Business/ occupancy:	https://www.kpa.co.ke/
Original insurance address	Kenya Ports Authority P.O. Box 95009-80104 Mombasa
Scope of cover	Indemnity against loss and damage to property, business interruption arising from sabotage, terrorism, mutiny, rebellion, Insurrection, and coup d'état, cyber and terrorism, liability extension. This includes all ports, buildings, equipment, contents, stock, electronic data, and gross profit Also covers loss/damage arising due to riots, strike, and civil commotion.
Situations	Anywhere in Kenya
Basis of Valuations	Reinstatement/Replacement
Sum insured 100%	**Section A- Material Damage** Total Value of KPA Assets- **Section B- Business Interruption-** Business Interruption – Usd 600,000,000
Limit of Liability (100%):	Proposed First Loss Limit- Usd 600,000,000
Indemnity Period	Indemnity Period Bidder to provide.
Excess	Specify applicable excesses
Sub limits /aggregates by peril and location	Specify applicable limits/Aggregates
Cancellation notice	Ninety (90) Days
Lead Reinsurer Requirements	1. Note: The Lead share shall be at a minimum of 25% and maximum 30% of 100% Layering is satisfactory to comply with tender requirements except the primary layer at minimum Usd 100 million dollars 2. Single Lloyd's lead only stamped quote slip strictly required. 3. No Managing General Agent (MGA) and/or Consortium stamps allowed to lead on this policy 4. To comply with the tender requirements participants must provide lead signed slip until the overall limit of liability is reached. 5. Must submit Lead Reinsurer contacts to include the following: Name, Address, Telephone Numbers, E-mails,

	Physical location & Country for due diligence and verification
Lead Reinsurer Rating	Lloyd's Syndicate A Rated S&P or AM Best to include the following: Name, Address, Telephone Numbers, E-mails, Physical location & Country.
Clauses & extensions	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements & extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

Notes – General Technical & Compliance Requirements

a. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers.
This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

b. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

c. Quotation Currency -quotations for this policy shall be submitted and evaluated in United States Dollars (USD) and claims will be aid in USD.

d. Cover Placements and Fronting Arrangements-In the event of a fronting arrangement, the Broker shall ensure that the nominated local fronting insurance company discloses the Lead proposed carrier (i.e., the primary Insurer or Reinsurer of the risk) prior to placement, in full compliance with the Insurance Regulatory Authority (IRA) rules and regulations.

e. Disclosure of Reinsurer Information-The Broker shall ensure that the Insurer or Fronting Company provides a comprehensive disclosure of all proposed Reinsurers or Underwriters, supported by a detailed company profile that must include: Official Name, Physical Address and Country of Domicile, Telephone Number(s), Official Email Address(es), Contact Person(s)

f. Financial Rating Requirements, for policies where the Kenyan market lacks sufficient underwriting capacity including classes such as Port Liability, Marine Hull, Protection & Indemnity (P&I), or any other policy requiring overseas reinsurance arrangements the Broker shall attach documentary evidence confirming that all participating reinsurers hold a minimum financial rating of: A– (A.M. Best) or A (Standard & Poor's). The submission shall include detailed company profiles for all lead reinsurers and security providers.

g. Overseas Market Quotations and Placements-All quotations sourced from overseas markets must comply with the Insurance Regulatory Authority (IRA) rules and regulations governing placements of risks. Such quotations must be supported by duly signed and stamped placement or cover slips from the lead insurers or reinsurers with whom the fronting insurer intends to place the cover upon award of the policy.

h. Quotations from Lloyd’s overseas market must supported by duly signed and stamped slips from the lead insurers/Reinsures with whom the local fronting Insurer intends to place cover with upon award of the policy. The Lead share shall be at a minimum of 25% and maximum 30% of 100%. Layering is satisfactory to comply with tender requirements, except the primary layer at minimum USD 100 million dollars and a Single Lloyd’s lead only stamped quote slip is strictly required. To comply with the tender requirements participants must provide lead-signed quote slips until the overall limit of liability is reached.

i. Exclusion of Managing General Agents (MGAs)-The Kenya Ports Authority shall not allow the use of Managing General Agents (MGAs) in any of its insurance programmes. MGAs shall not be permitted to lead or participate in any placement under this tender. All covers must be placed directly with licensed and rated insurers or reinsurers with direct underwriting authority.

j. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording and placement slip for each respective policy. The slip must be stamped and signed by the lead reinsurer at the evaluation stage for review and technical validation.

k. Bidders are encouraged to propose additional value-adding extensions that enhance resilience, recovery, or operational continuity of Kenya Ports Authority. All optional extensions must be fully supported by reinsurers rated not less than A- (A.M. Best) or A (Standard & Poor’s) and comply with the Insurance Regulatory Authority (IRA) requirements.

l. Bidders shall provide comprehensive Political Violence and Sabotage coverage including, but not limited to, the following extensions Denial of Access, Loss of Attraction, Debris Removal, Increased Cost of Working, All extensions shall be supported by reinsurers rated not less than A– (A.M. Best) or A (Standard & Poor’s) and in full compliance with Insurance Regulatory Authority (IRA) requirements.”

m. Enhanced and Critical Insurance Risk Coverage-The Political Violence and Terrorism cover is highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given their strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority in the event of a claim to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority’s operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

n. Technical Analysis Review and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

o. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

COMPREHNSIVE PLANT MACHINERY INSURANCE/ PLANT/MACHINERY ALL RISKS

IMPORTANT SPECIFICATIONS COMPREHNSIVE MACHINERY INSURANCE/ PLANT/MACHINERY ALL RISKS

a) Incorporates any sudden and unforeseen accidental physical loss or damage to KPA plant and machines resulting from accidental breakdown, Fire, Lightning & Explosion, Storm, Tempest, Theft/Burglary, Collapse, Earthquake, Accidental damage not otherwise specifically excluded necessitating their immediate repair or replacement for continuation of use. Including damage to tyres and Coverage of Terminal tractors and forklifts windscreens
b) Pant/machinery while at work or at rest, in transit, or during overhauling, erection or dismantling occurring during the period of insurance will be indemnified.
c) Legal liability to third parties' property damage and personal injuries arising out of the use of the machines
d) The broker shall obtain quotations from respective Underwriters and, a detailed analysis of the Special extensive clauses, Exclusions, Excess/deductibles in addition to any other requirement enhancing cover in favor/unfavorable to the procuring entity will be evaluated.

Policy	**COMPREHNSIVE MACHINERY INSURANCE/ PLANT/MACHINERY ALL RISKS**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	I. Provide Indemnity against any sudden and unforeseen accidental physical loss or damage to KPA plant and machines resulting from accidental breakdown, Fire, Lightning & Explosion, Storm, Tempest, Theft/Burglary, Collapse, Earthquake, Accidental damage not otherwise specifically excluded necessitating their immediate repair or replacement for continuation of use. Including damage to tyres Coverage of Terminal tractors and forklifts windscreens II. Pant/machinery while at work or at rest, in transit, or during overhauling, erection or dismantling occurring during the period of insurance will be indemnified. III. Legal liability to third parties' property damage and personal injuries arising out of the use of the machines IV. protection against physical loss or damage arising from cyber-attacks that result in tangible damage or operational failure. V. Basis of indemnity –replacement value for total losses, cost of repairs for partial losses
Interest and sums insured	Plant/Machinery as shown in the schedule:
Territorial limits	Anywhere within Kenya
Cover extends to include	➢ Unforeseen working accidents such as maladjustment loosening of parts failure or faults in protective devices entry of foreign bodies. ➢ Tearing apart due to centrifugal forces

	➢ Over pressure except when caused by occurrence ➢ Defects or faults in design material or manufacturing and faults in erection ➢ Faulty operation, lack of skill, carelessness, and malevolence of staff ➢ Lubricating oil or refrigerant ➢ Temporary Removal & Off-Site Storage ➢ Authority-Approved Repairers & Inspection Clause, require repairs, maintenance, and reinstatement to be done only through KPA-approved or insurer-approved service providers.
Excess	Propose applicable excesses
Cancellation notice	Ninety (90) Days
Rewinding of machines:	Where there is damage to electrical machines and repair necessitates rewinding of electrical coils, depreciation adjustment -maximum 10%
Maintenance warranty:	We have in-house maintenance staff and do condition-based maintenance.
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements & extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

SCHEDULE- COMPREHNSIVE MACHINERY INSURANCE/ PLANT/MACHINERY ALL RISKS

S/No	Category	SUM INSURED(Ksh)
1	CCE	19,235,059,174.44
2	CTE	13,949,541,316.62
3	ICDN	2,894,717,641.37
		36,079,318,132.43

CCE

S/No	Category	SUM INSURED(Ksh)
1	SISU REACHSTACKERS	225,000,000.00
2	KALMAR REACHSTACKERS	420,321,748.01
3	EMPTY CONTAINER HANDLERS	518,336,816.00
4	HYSTER REACH STACKERS	330,887,575.00
5	SANY REACHSTACKER	120,731,237.13
6	HYSTER FORKLIFT	98,582,827.73
7	SMV FORKLIFT	193,688,487.38
8	GROVE MOBILE CRANES	340,661,299.75
9	HARBOUR MOBILE CRANES	2,117,044,567.00
10	OVERHEAD CRANES	12,240,000.00
11	MAGNUM TERMINAL TRACTORS	26,100,000.00
12	MOL RORO TERMINAL TRACTORS	292,437,326.79
13	TERBERG TERMINAL TRACTORS	357,467,354.91

14	MAFI TERMINAL TRACTORS	82,111,250.00
15	KONECRANE REACH STACKER	184,508,826.00
16	KARCHER BERTH SWEEPING MACHINES	24,509,840.00
17	KARCHER YARD SWEEPING MACHINES	22,669,870.00
18	KALMAR TERMINAL TRACTORS	600,129,670.12
19	STINIS SPREADER SEMIAUTO 20FTS	60,108,300.00
20	STINIS SPREADER SEMIAUTO 40FTS	96,202,020.15
21	AUTOMATIC OVERHEIGHT	15,183,300.00
22	OVERHEIGHT SPREADERS 20FTS	6,797,211.01
23	OVERHEIGHT SPREADERS 40FTS	12,031,264.00
24	STINIS MANUAL SPREADERS	22,124,206.89
25	BROMMA SPREADERS	69,740,055.31
26	SELF PROPELLED ELEVATING MANLIFT	75,055,015.00
27	SHUNTERS	43,578,133.00
28	SHIP TO SHORE GANTRY CRANES	5,333,956,199.04
29	RUBBER TYRE GANTRY CRANE	5,455,926,647.01
30	RAIL MOUNTED GANTRIES	779,717,765.61
31	KALMAR FORKLIFT	21,565,144.11
32	LINDE FORKLIFT	32,016,690.00
33	XGMA FORKLIFTS TRUCKS	48,260,110.00
34	SMAG GRABS	88,029,798.72
35	ECO HOPPER	543,014,965.36
36	STINIS SPREADER	36,437,775.08
37	FORKLIFT TRUCK	19,538,000.00
38	LOWBED TRAILER (TPO)	68,809,570.22
39	SKELETAL TRAILER (TPO)	271,074,988.06
40	FORKLIFT CAT	62,750,000.00
41	TELESCOPIC SPREADER	29,830,944.00
42	YARD SWEEPER	3,895,164.00
43	BROMMA - STS TWIN	71,987,212.05
		19,235,059,174.44

CTE

S/No	Category	SUM INSURED
1	KALMAR REACHSTACKERS	333,985,185.01
2	EMPTY CONTAINER HANDLERS	270,516,821.00
3	HYSTER REACH STACKERS	180,078,796.00
4	HARBOUR MOBILE CRANES	922,140,732.90
5	MOL RORO TERMINAL TRACTORS	118,955,831.79
6	TERBERG TERMINAL TRACTORS	226,187,258.55
7	KALMAR TERMINAL TRACTORS	112,356,816.44
8	OVERHEIGHT SPREADERS	44,496,837.09
9	STINIS MANUAL SPREADERS	125,724,900.33
10	SHUNTERS	28,938,799.00
11	SHIP TO SHORE GANTRY CRANES	4,743,762,290.31
12	RUBBER TYRE GANTRY CRANE	4,955,465,103.05
13	RAIL MOUNTED GANTRIES	1,692,130,645.04
14	SKELETAL TRAILER (TPO)	186,495,659.33
15	LOWBED TRAILER	2,772,894.00
16	GOOSENECK	5,532,746.78
		13,949,541,316.62

ICDN

S/No	Category	SUM INSURED(Ksh)
1	RAIL MOUNTED GANTRIES	867,921,172.00

2	RUBBER TYRE GANTRY CRANE	1,038,938,576.08
3	REACHSTACKERS	463,176,720.13
4	EMPTY CONTAINER HANDLERS	115,245,476.00
5	TERMINAL TRACTORS	212,953,629.16
6	FORKLIFTS	56,337,773.00
7	TRAILERS	140,144,295.00
		2,894,717,641.37

Notes – General Technical & Compliance Requirements

a. The above are block figures of consolidated Sum Insureds. A breakdown of the Itemized sums Insureds will be provided when the policy is awarded

b. Technical Competence and Capacity-Due to the sensitivity of exposures and the broad scope of coverage under the Kenya Ports Authority (KPA) Port Insurance Programme, the Authority shall not compromise on the technical competence, financial strength, or capacity of participating bidders, insurers, or reinsurers. This position is guided by the strategic importance and national significance of port operations to the Government of Kenya.

c. Eligibility and Financial Strength-All lots represent critical insurance policies essential to KPA's operational continuity. Accordingly, only insurance companies and reinsurers demonstrating strong financial stability, proven technical expertise, and adequate reinsurance support shall be considered, given the high-risk exposures involved.

d. Policy Wordings and Slip Submission-The Broker shall provide the recommended comprehensive policy wording at the evaluation stage for review and technical validation.

e. Enhanced and Critical Insurance Risk Coverage-The Plant and Machinery (CPM) highly sensitive and essential to the continued operations of the Kenya Ports Authority (KPA). Given its strategic importance, the appointed Insurance Company shall be required to engage the prequalified service providers designated by the Authority to ensure: Adequate coverage for all insured assets and operational exposures; Effective risk mitigation measures aligned with the Authority's operational framework; and Continuity of port operations in the event of loss or damage. In addition, coordinated arrangements on repairs and maintenance under the Fire and Perils, Plant and Machinery, and Marine Hull policies shall critical to avert operational downtime due to the inherent risk exposures involved.

f. Bidders shall provide Comprehensive Machinery / Plant & Machinery All Risks coverage including, but not limited to, the following extensions: Fire, Explosion, and Collapse; Machinery Breakdown; Theft and Malicious Damage; Transit and Relocation; Third-Party Liability; Cyber-Attack Physical Damage; Debris Removal; Escalation; Professional Fees; Business Interruption; and Natural Perils.

g. Deep Technical Analysis Review, terms conditions and Assessment- understanding the adequacy of coverage is critical to ensure alignment of policies and coverage. A comprehensive Business Interruption (BI) Review and Assessment shall be conducted for the Kenya Ports Authority to determine the adequacy of current coverage and to ensure that the Authority remains protected against consequential losses resulting from insured events. This will serve to strengthen: The continuity of port operations, The resilience of the Authority's insurance programme, and the alignment of policy limits, indemnity periods, and coverage extensions with actual operational and financial exposures.

h. Compliance and Evaluation-Compliance with all the above requirements is mandatory and forms an integral part of the technical and financial evaluation criteria. Failure to meet any of these requirements shall render the submission non-compliant and may result in disqualification from further evaluation.

FIRE & PERILS POLICY

IMPORTANT SPECIFICATIONS ON FIRE, MACHINERY POLICIES & CONSEQUENTIAL LOSS OF PROFIT POLICIES

a) Fire Buildings: Incorporates company buildings at various KPA business locations including furniture, fittings, equipment, stock, partitions, and all other related contents not specifically insured under power houses.
b) All Consequential Loss Policies shall be subject to an indemnity period of 12 months.
c) Timeframe for documentation for fire and machinery claims should be 'within reasonable time and not specific days.
d) The broker shall obtain quotations from respective Underwriters and, a detailed analysis of the Special extensive clauses, Exclusions, Excess/deductibles in addition to any other requirement enhancing cover in favor/unfavorable to the procuring entity will be evaluated.

FIRE AND SPECIAL PERILS, EARTHQUAKE -INDUSTRIAL RISKS

Policy	**Fire, earthquake, and special perils-industrial risks**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss or damage occasioned by fire, lightning, earthquake, explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage including impact from any source and special perils (A-H) on all buildings located in East and Central Africa and any other port structures of whatever nature.
Sum insured	As Per attached Schedule
Excess	Earthquake - 2% of Sum insured, maximum 5,000,000/- per location
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

FIRE, EARTHQUAKE AND SPECIAL PERILS-INDUSTRIAL RISKS	**Sum Insured (Ksh)**
Item No.1: All Buildings including fixtures and fittings the property of the insured situated in East and Central Africa.	13,106,654,424.00
Item No.2: All Stocks of Motor vehicles, cranes and marine Craft spare parts, the property of the insured and/or held in trust under care/custody and control whilst contained in all of or any of the building described under item No.1 above Kes**.**	16,640,000.00
[a]: *Jetties, Docks, Slipways, quays and similar hard stacking yards and cost of surfacing, fencing, drainage, electrical and plumbing installations works etc. situated at Mombasa Port.*	6,832,088,000.00
[b]: *Cost of surfacing, fencing, drainage, electrical and plumbing installations works etc. situated at Nairobi Container Terminal – Embakasi.*	500,000,000.00
[c]: *Cost of surfacing, fencing, drainage, electrical and plumbing installations works etc. situated at Container Terminal, Kisumu.*	80,000,000.00

FIRE, EARTHQUAKE AND SPECIAL PERILS-INDUSTRIAL RISKS	**Sum Insured (Ksh)**
[d]: *Cost of surfacing, fencing, drainage, electrical and plumbing installations works etc. situated at Container Terminal, Eldoret.*	48,212,900.00
Item No. 7: New Terminal (Container Terminal 2) Building works, utility works, berth 20,21&small berth	21,670,775,464.75
Item No. 8: ISS equipment	2,368,682,231.27
TOTAL	**44,623,053,019.20**

FIRE, EARTHQUAKE AND SPECIAL PERILS - CONSEQUENTIAL LOSS

Policy	**FIRE, EARTHQUAKE AND SPECIAL PERILS-CONSEQUENTIAL LOSS**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(i) Indemnity against loss of Gross Profit on account of interruption of business, consequent upon Material Damage to property due to fire, lightning, earthquake, standard explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage, and special perils (A-H). (ii) Cover includes standing charges, which continue to be incurred during the period of interruption and the increase in cost of working necessarily and reasonably incurred to maintain the business as far as possible at its normal level, so that loss under gross profit and standing charges is avoided or at least minimized. (iii) And auditor's fees incurred in preparation of a claim under the policy.
Sum insured	As Per attached Schedule
Indemnity period:	24 Months
Basis of valuation:	Full Replacement value
Limit of liability:	Own surrounding property Replacement & Third-Party Liabilities Replacement
Cover extends to include:	(a) Unforeseen working accidents such as maladjustment loosening of parts failure or faults in protective devices entry of foreign bodies. (b) Tearing apart due to centrifugal forces (c) Over pressure except when caused by occurrence (d) Defects or faults in design material or manufacturing and faults in erection (e) Faulty operation, lack of skill, carelessness, and malevolence of staff (f) Lubricating oil or refrigerant
Rewinding of machines:	Where there is damage to electrical machines and repair necessitates rewinding of electrical coils, depreciation adjustment -maximum 10%
Maintenance warranty:	We have in-house maintenance staff and do condition-based maintenance.
Excess	Time excess: 3 days
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Proposed- cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

FIRE, EARTHQUAKE AND SPECIAL PERILS-CONSEQUENTIAL LOSS	**Sum Insured (Ksh)**
Gross profit: Pre-tax:	18,888,000,000.00
Claim preparation costs	5,000,000.00
Increased cost of working:	374,000,000.00
Auditor’s fees:	8,000,000.00
Total	**19,275,000,000.00**

FIRE, AND SPECIAL PERILS, EARTHQUAKE (SUBSTATIONS & GENERATORS) - INDUSTRIAL RISKS

Policy	**FIRE AND PERILS EARTHQUAKE (SUBSTATIONS) - INDUSTRIAL RISKS**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss or damage occasioned by fire, lightning, bushfire, full explosion, earthquake, volcanic eruption, fire and shock, riot, strike, malicious damage, and special perils A-H including spontaneous combustion.
Interest/sum insured	As Per attached Schedule
Excess	NIL
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Proposed- cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

FIRE AND PERILS EARTHQUAKE (SUBSTATIONS) - INDUSTRIAL RISKS

LIST OF SUBSTATIONS

Item No.	Equipment/ Location	Installation	Commission Date	Value (Kes.)
1	Substation A	Zone A	2006	24,552,272
2	Substation C	G Section	2006	17,592,065
3	Substation F	Polution Control		13,279,354
4	Substation K	No.5	2006	18,224,864
5	Substation L	Yard 8/9	2006	22,165,958
6	Substation M	Gate 18	2006	563,825,287
7	Substation N	Nsa	2006	21,738,420
8	Substation Q	CT1	2006	88,586,931
9	Substation R	KOT		13,300,000
10	Substation S	Bandari College		16,800,000
11	Substation T	CT1	2012	128,431,072
12	Substation U	Hq Blk 1	2006	17,073,503
13	Substation V	Hq Blk 2	2006	18,703,861

FIRE AND PERILS EARTHQUAKE (SUBSTATIONS) - INDUSTRIAL RISKS

LIST OF SUBSTATIONS

Item No.	Equipment/ Location	Installation	Commission Date	Value (Kes.)
14	Substation Y	Hq Blk 3	2006	20,153,987
15	Substation 7/8	Yard 7/8	2006	6,199,295
16	Substation	Mbaraki Sports Club	2014	5,249,366
17	Substation G	Hq Blk 1	2016	15,701,008
18	Substation B	CT2	2016	209,300,000
19	Substation D	CT2	2016	52,080,000
20	Substation E	CT2	2016	21,280,000
	TOTAL		**TOTAL**	**1,294,237,243**

LIST OF GENERATORS

No.	ENGINE SERIAL NO.	EQUIPMENT/INSTALLATION	LOCATION	COMMISSIONING DATE	Values
1	CD4045H698183	(GENSET) JOHN DEERE ENGINE/100 KVA	K.O.T	2005	1,158,150.00
2	S066112	(GENSET) CUMMINS ENGINE/1063 KVA	SUBSTATION T	2013	13,264,053.87
3	2016041061	(GENSET) VOLVO PENTA ENGINE/610 KVA.	SUBSTATION Q	2010	6,766,900.00
4	2016041062	(GENSET) VOLVO PENTA ENGINE/610 KVA.	SUBSTATION M	2010	6,766,900.00
5	STH00911	(GENSET) CATERPILLAR ENGINE/500 KVA.	SUBSTATION Q	2006	6,004,258.43
6	U580167X	(GENSET) PERKINS ENGINE/80 KVA.	GATE 18/20.	2015	1,692,629.40
7	1016060160	(GENSET) VOLVO PENTA ENGINE/500 KVA.	KPA HEADQUARTERS	2012	7,000,000.00
8	1016060161	(GENSET) VOLVO PENTA ENGINE/500 KVA.	KPA HEADQUARTERS	2012	7,000,000.00
9	IDZ09945	(GENSET) CATERPILLAR ENGINE/365 KVA.	KPA HEADQUARTERS	2006	4,755,532.68
10	U170123S	(GENSET) PERKINS ENGINE/60 KVA.	IT BLOCK	2010	1,592,920.00
11	CD404516/3452	(GENSET) JOHN DEERE ENGINE/70 KVA	S.O.T	2005	963,900.00
12	STH00903	(GENSET) CATERPILLAR ENGINE/500 KVA.	SUBSTATION K	2006	6,004,258.43
13	U580155X	(GENSET) PERKINS ENGINE/80 KVA.	GATE 12.	2015	1,692,629.40
14	STH00920	(GENSET) CATERPILLAR ENGINE/500 KVA.	SUBSTATION A	2006	6,004,258.43
15	84118706	(GENSET) CUMMINS ENGINE/110 KVA	GATE 9/10	7/2/2014	1,540,000.00
16	CD6068G084846	(GENSET) JOHN DEERE ENGINE/220 KVA	CONTROL TOWER	2005	4,072,572.29
17	U16942X	(GENSET) PERKINS	SUBSTATION	2015	

No.	ENGINE SERIAL NO.	EQUIPMENT/INSTALLATION	LOCATION	COMMISSIONING DATE	Values
		ENGINE/350 KVA.	C		4,441,762.64
18	W34475NT3274	(GENSET) PERKINS ENGINE/200 KVA.	BANDARI CLINIC	2005	3,022,572.29
21	U11823X	(GENSET) PERKINS ENGINE/350 KVA.	MBARAKI SPORTS CLUB	2015	4,441,762.64
22	G209993100001	(GENSET) PERKINS ENGINE/22 KVA.	KIZINGO MD'S HOUSE	APRIL,2013	672,462.00
23	U396239X	(GENSET) PERKINS ENGINE/30 KVA.	RAS SERANI (LIGHT HOUSE)	2015	910,848.26
24	R014202Y	(GENSET) PERKINS ENGINE/100 KVA.	OLD PORT	2015	1,692,629.40
25	U772917H	(GENSET) PERKINS ENGINE/145 KVA.	MAKUPA WELFARE CLUB	2002	1,443,750.00
26	N03305B	(GENSET) PERKINS ENGINE /250 KVA.	LAMU PORT	2019	3,500,000.00
27	S012759D	(GENSET) PERKINS ENGINE /60 KVA.	MD'S HOUSE KIZINGO	2019	1,750,000.00
28	2016089251	(GENSET) VOLVO PENTA ENGINE/500 KVA.	SUBSTATION F	2019	5,600,000.00
29	D13*507418*A1*A	(GENSET) VOLVO PENTA ENGINE/300 KVA.	SUBSATION B	2015	4,550,000.00
30	D16*084130*C3*A	(GENSET) VOLVO PENTA ENGINE/500 KVA.	SUBSATION D	2015	5,600,000.00
31	2016083014	(GENSET) VOLVO PENTA ENGINE/500 KVA.	SUBSATION G	2017	5,600,000.00
32	5312033634	(GENSET) VOLVO PENTA ENGINE/250 KVA.	IT BLK SERVER ROOM	2017	3,500,000.00
33	SO50042	(GENSET) CUMMINS ENGINE/1130 KVA	SUBSTATION E	2017	15,400,000.00
34	78382487	(GENSET) CUMMINS ENGINE/100 KVA	GATE 24	2017	2,100,000.00
35	WC575V143001	(GENSET) CUMMINS ENGIN/1200 KVA	SUBSTATION H	2022	15,400,000.00
36	37299500001	(GENSET)PERKINS ENGINE/500KVA	SUBSTATION J	2022	5,600,000.00
37	FGWPES27HPCA02490	(GENSET)PERKINS ENGINE/ 500KVA	SUBSTATION O	2022	5,600,000.00
38	FGWRPES6HMAPO4115	(GENSET)PERKINS ENGINE/1250KVA	SUBSTATION P	2022	15,400,000.00
39	DGKMO127S11650F	(GENSET)PERKINS ENGINE1.3MVA	SUBSTATION W (COMPACT PHASE 2)	2022	16,100,000.00
40	1909176	(CUMMINS)ENGINE 1250KVA	MOBILE SUBSTATION	2021	15,400,000.00
41	25474860	(CUMMINS)ENGINE500KVA	LAMU PORT CSS3 SYNGEN 1	2023	5,600,000.00
42	25474862	(CUMMINS) ENGINE 500KVA	LAMU PORT CSS3 SYNGEN 2	2023	5,600,000.00
43		(CUMMINS) ENGINE 500 KVA	LAMU PORT CSS2	2023	5,600,000.00
44		(CUMMINS) ENGINE 500 KVA	LAMU PORT CSS REEFER SYNGEN 1	2023	5,600,000.00
45		(CUMMINS) ENGINE 500KVA	LAMU PORT CSS REEFER SYNGEN 2	2023	5,600,000.00
46	IDZ09945	(CATERPILLAR) ENGINE 365 KVA	MBARAKI SPORTS CLUB	2006	4,900,000.00
47	U11823X	(PERKINS) ENGINE 350 KVA	MAKUPA WELFARE	2015	4,550,000.00

No.	ENGINE SERIAL NO.	EQUIPMENT/INSTALLATION	LOCATION	COMMISSIONING DATE	Values
			CLUB		
48	PR835263*U015851D	(PERKINS) ENGINE 150 KVA	FERRY ISLAND OFFICE	2019	1,820,000.00
49	H181144693	(CUMMINS)ENGINE 30KVA	FERRY ISLAND SECURITY OFFICE	2018	1,050,000.00
50	MLD1-08021-02/08	(PERKINS) ENGINE 150 KVA	MAINLAND OFFICE	2018	1,820,000.00
51	PR83526*U015852D	(PERKINS) ENGINE 150 KVA	MAINLAND MATATU TERMINUS	2019	1,820,000.00
52		GENSET1	ICDN	2017	4,900,000.00
53		GENSET2	ICDN	2017	3,500,000.00
54		GENSET3	ICDN	2017	3,500,000.00
55	TCSOOT24010192	WESTINPOWER	SHIMONI	2023	20,433,850.48
			TOTAL		**290,298,600.64**

FIRE, EARTHQUAKE AND SPECIAL PERILS -DOMESTIC RISKS

Policy	FIRE, EARTHQUAKE AND SPECIAL PERILS -DOMESTIC RISKS
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(i) Indemnity against loss or damage occasioned by fire, lightning, earthquake, standard explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage including impact from any source and special perils (A-H) to all buildings described in the schedule. (ii) Additional Expense of Alternative Accommodation and (iii) Loss of Rent.
Sum insured	As Per attached Schedule
Excess	NIL
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

FIRE, EARTHQUAKE AND SPECIAL PERILS - DOMESTIC RISKS	**Sum Insured (Ksh)**
Item No.1: Buildings – All KPA owned properties (residential buildings) Kes.	2,924,930,644.00
Item No. 3: On Loss of Rent. Kes.	107,470,460.00
Total	**3,032,401,104.00**

GROUP LIFE ASSURANCE COVER (SENIOR MANAGEMENT STAFF)

Policy	Group Life Assurance cover (Senior management staff)
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(i) Provide benefits to the Employees of KPA (senior management staff at HM.2 and above) in the event of death from illness (natural causes) or accidental while in service. (ii) **Insured risks are as follows:** (a) **Death** due to accidental injury, illness, and natural causes (b) **Permanent Total Disability** due to accidental injury, illness, and natural causes (c) **Last/Funeral Expense:** Member, Spouse and Dependants (d) **Critical illness** which is first diagnosed during the period of insurance
Interest/sum insured	▪ **Monthly -Kes. 98,799,310.00/=** ▪ **Estimated Annual Earnings: Kes. 1,185,591,720.00/=** ▪ **Total Sum Assured: Kes. 5,927,958,600.00 /=**
Limit of liability	(i) Compensation or Benefits are payable as follows: (a) Death – the equivalent of five (5) years' salary (b) Permanent Total Disability – the equivalent of five (5) years' salary (c) Last/Funeral Expenses – Member -250,000 Coffin and Hearse – 100,000 (d) Critical illness – 40% of the death benefit (e) Reimbursement of medical expenses- Actual expenses incurred (ii) No accumulation limits on the benefit payments. (iii) No limit per person, per event or per annum i.e., 100% of benefits are payable in the event of the insured risk arising
Medical free cover Limit	Ksh. 40,000,000
Last Expense for Member	Ksh. 350,000 per person
Membership	No. of employees :536
Excess	NIL
Cancellation notice	Ninety (90) Days
Basis of cover	Claims incurred
Including/cover enhancements	a) COVID -19 inclusion b) Cover to include blindness under critical illness c) No waiting period for members currently on cover for any benefits under Group life d) Claim notification – 90 days e) No suicide/ mental illness exclusion f) Cover to include passive war and terrorism g) Automatic deletion and additions of staff h) 60 days grace period for settlement of premiums

	i) Maximum Coverage age for death – 70 years, Critical Illness – 65 years j) Critical illness rider 40% k) Cover on 24 hours worldwide basis l) Including a profit share clause m) Trustee clause n) Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions. o) Claims paid within a period of 5 working days for death and disability, 14 working days for critical illness and 48 hours for the Last Expense claim payment upon notification and full documentation. p) No restriction on death benefits arising out of accidental causes due to medical non –compliance. q) 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. r) Speedy settlement of claims – no more than 14 (fourteen) days upon receipt of all documentation above s) Provide a comprehensive understanding of scope of cover t) Declaration policy condition
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

GROUP LIFE ASSURANCE COVER (OTHERS)

Policy	Group Life Assurance cover (Others)
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(i) Provide benefits to the Employees of KPA (HM3 and below) in the event of death from illness (natural causes) or accidental while in service. (ii) Insured risks are as follows: (a) Death due to accidental injury, illness, and natural causes (b) Permanent Total Disability due to accidental injury, illness, and natural causes (c) Last/Funeral Expense Member, Spouse and deceased (d) Critical illness which is first diagnosed during the period of insurance (e) Reimbursement of medical expenses
Medical free cover Limit	Ksh. 40,000,000
Last Expense for Member	Ksh. 350,000
Interest/sum insured	▪ **Monthly Kes. 541,409,712.00** ▪ **Estimated Annual Earnings: Kes. 6,496,916,544** ▪ **Total Sum Assured: Kes. 32,484,582,720**
Limit of liability	Compensation or Benefits are payable as follows: a) Death – the equivalent of five (5) years' salary b) Permanent Total Disability – the equivalent of five (5) years' salary c) Last/Funeral Expenses – Member -250,000 Coffin and Hearse – 100,000 d) Critical illness – 40% of the death benefit e) No accumulation limits on the benefit payments. f) No limit per person, per event or per annum i.e., 100% of benefits are payable in the event of the insured risk arising
Membership	**No. of employees:5,424**
Excess	NIL
Cancellation notice	Ninety (90) Days
Basis of cover	Claims incurred
Including/cover enhancements	a) COVID -19 inclusion b) Automatic deletion and additions of staff c) Cover to include blindness under critical illness d) No waiting period for members currently on cover for any benefits under group life e) Claim notification – 90 days f) No suicide/ mental illness exclusion g) Cover to include passive war and terrorism h) Automatic deletion and additions of staff i) 60 days grace period for settlement of premiums j) Maximum Coverage age for death – 70 years, Critical Illness – 65 years

	k) Critical illness rider 40% l) Cover on 24 hours worldwide basis m) Including a profit share clause n) Trustee clause o) Including cover for HIV/AIDS related claims, chronic illnesses, illnesses of a recurring nature and pre-existing conditions. p) Claims paid within a period of 5 working days for death and disability, 14 working days for critical illness and 48 hours for the Last Expense claim payment upon notification and full documentation. q) No restriction on death benefits arising out of accidental causes due to medical non –compliance. r) 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. s) Speedy settlement of claims – no more than 14 (fourteen) days upon receipt of all documentation above t) Declaration policy condition
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

GROUP PERSONAL ACCIDENT (GPA)/WORK INJURY BENEFITS ACT (WIBA)

<table>
<tr><td>Policy</td><td>Group Personal Accident (GPA)Work Injury Benefits Act (WIBA) Compliant</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>(i) Indemnity against KPA's legal liabilities to employees for accidental bodily injury, disablement, or death and or illness arising out of and in the course of their employment during the period of the policy.
(ii) In addition, provides 24-hour cover duty & pleasure, worldwide
(iii) Events covered:
(a) Death
(b) Permanent Total Disability
(c) Temporary Total Disability
(d) Medical Expenses
(e) Occupational diseases</td></tr>
<tr><td>Interest/sum assured</td><td>▪ No. of employees:5,962
▪ Estimated Annual Wage Roll: Kes. 12,753,200,782.20/=
▪ Total Sum Assured: Kes. 102,025,606,257.70/=</td></tr>
<tr><td>Limits of liability</td><td>(i) Compensation is payable in accordance with the provisions of the Work Injury Benefits Act 2007 as follows:
<table>
<tr><td>Liability</td><td>Benefit to be paid (Kes)</td></tr>
<tr><td>Death</td><td>96 months earnings (8 years)</td></tr>
<tr><td>Permanent Total Disability</td><td>% PTD based on 96 months 'earnings</td></tr>
<tr><td>Temporary Total Disability</td><td>Weekly earnings for a max 104 wks.</td></tr>
<tr><td>Medical Expenses</td><td>Kshs. 100,000 per person per injury</td></tr>
<tr><td>Funeral Expenses</td><td>Kshs. 100,000 per staff</td></tr>
<tr><td>Occupational Diseases</td><td>Kshs. 25,000,000</td></tr>
<tr><td>Trauma counselling and physiotherapy</td><td>Kshs. 250,000</td></tr>
<tr><td>Disappearance</td><td>8 years Earnings (salary and allowances of a constant nature)</td></tr>
</table>
(ii) Per incident/event = number of insured persons multiplied by*96 months earnings.
(iii) Maximum payable per annum is the =Total sum assured.</td></tr>
<tr><td>Occupational Illness</td><td>Occupational illnesses- Kshs.25 million</td></tr>
<tr><td>Accumulation limit</td><td>Shs.1.500,000,000/= per event</td></tr>
<tr><td>Excess</td><td>NIL</td></tr>
<tr><td>Cancellation notice</td><td>Ninety (90) Days</td></tr>
<tr><td>Including/cover enhancements</td><td>a) COVID -19 inclusion
b) Cover to include passive war and terrorism
c) Travel to and from work including social and sporting activities</td></tr>
</table>

	organized by or on behalf of the insured d) Age limit – 18 to 70 years e) Including repatriation covers f) Annual declaration of actual earnings and premium adjustment g) Automatic additions and deletions h) Double benefit clause i) 60 days grace period for settlement of premiums j) Cover on 24 hours worldwide basis k) Disappearance clause l) Drug exclusion not to apply where drugs are administered by a registered medical practioner. m) Temporary total disablement payable in addition to capital benefits. n) Hi –jack clause o) Exposure clause p) Payment on account clause q) Medical reimbursement to be done to the immediate cost center r) Provide a comprehensive understanding of scope of cover
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

GROUP PERSONAL ACCIDENT (DIRECTORS)

<table>
<tr><td>Policy</td><td>Group Personal Accident (Directors) Insurance</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>Provide compensation for death or disablement resulting from accidental bodily injury sustained by the insured’s Six (6) non-executive board members and alternates</td></tr>
<tr><td>Interest/sum insured</td><td>
<table>
<tr><td>BENEFIT</td><td>(Per Director)</td></tr>
<tr><td>Death</td><td>Kshs. 5,000,000</td></tr>
<tr><td>Permanent Total Disablement</td><td>Based on Kshs. 5,000,000</td></tr>
<tr><td>Total Temporary Disablement</td><td>NO COVER</td></tr>
<tr><td>Medical Expenses</td><td>Kshs.1,000,000 per incident</td></tr>
<tr><td>Last Expense</td><td>Kshs. 100,000 per incident</td></tr>
<tr><td>Repatriation of Assured</td><td>Kshs. 500,000 per incident</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Description</td><td>Accumulation Limit</td></tr>
<tr><td>Any One Person</td><td>Kshs 5,000,000</td></tr>
<tr><td>Any One Occurrence</td><td>Kshs 40,000,000</td></tr>
<tr><td>Any One Year</td><td>Unlimited</td></tr>
</table>

No. of Directors=6</td></tr>
<tr><td>Excess</td><td>NIL</td></tr>
<tr><td>Cancellation notice</td><td>Sixty (60) Days</td></tr>
<tr><td>Including/cover enhancements</td><td>

Cover to include passive war and terrorism
Age limit – 18 to 75 years
Including repatriation covers
Automatic additions and deletions
Double benefit clause
30 days grace period for settlement of premiums
Cover on 24 hours worldwide basis
Disappearance clause
Drug exclusion not to apply where drugs are administered by a registered medical practioner.
Hi –jack clause
Exposure clause
Medical reimbursement to be done to the immediate cost center
Provide a comprehensive understanding of scope of cover
</td></tr>
<tr><td>Clauses</td><td>Specify applicable clauses</td></tr>
<tr><td>Exclusions</td><td>Specify exclusions in detail</td></tr>
<tr><td>Cover enhancements /extensive clauses</td><td>Specify preferred negotiated cover enhancements & detailed proposed extensive clauses</td></tr>
</table>

MEDICAL SCHEME (DIRECTORS)

<table>
<tr><td>Policy</td><td>Medical Scheme Directors</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>Provides coverage for medical expenses necessarily and reasonably incurred by KPA Directors Six (6) non-executive board members and alternates because of sustaining accidental bodily injury and/or disease during the period of Insurance.
Benefits Covered:
(i) Inpatient Cover- these include:
- Hospital treatment and services
- Day Care Surgery
- Pre-hospitalization diagnostic services
- Local road and air ambulance services
(ii) Outpatient Cover- these include:
- General outpatient services
- Specialist outpatient services
- Out-patient laboratory and x-ray services
- Out-patient prescription drugs
(iii) Funeral Expenses
(iv) Dental
(v) Optical
(vi) Health Check ups</td></tr>
<tr><td>Interest/sums insured</td><td><table>
<tr><td>Inpatient</td><td>Entitlement per director</td></tr>
<tr><td>Inpatient</td><td>Kshs. 2,000,000 per year</td></tr>
<tr><td>Outpatient</td><td>Entitlement per director</td></tr>
<tr><td>Outpatient</td><td>Kshs. 100,000 per year</td></tr>
<tr><td>Dental</td><td>Kshs. 50,000 per year</td></tr>
<tr><td>Optical</td><td>Kshs. 50,000 per year</td></tr>
<tr><td>Consultation Fees Limit</td><td>Kshs 3,500 per visit</td></tr>
<tr><td>Health Check up</td><td>Ksh. 50,000 per Year</td></tr>
<tr><td>Funeral Expenses</td><td>Kshs. 100,000</td></tr>
</table></td></tr>
<tr><td>Sub limits</td><td><table>
<tr><td>Scope of Cover</td><td>Limit & Sub Limits</td></tr>
<tr><td>Inpatient services</td><td>Kshs. 2,000,000</td></tr>
<tr><td>Pre-Existing & Chronic ailments and-HIV/AIDS-related illnesses/Conditions</td><td>Kshs. 1,000,000</td></tr>
<tr><td>Post Hospitalization</td><td>Kshs. 100,000</td></tr>
<tr><td>Inpatient non accidental dental cover</td><td>Kshs. 100,000</td></tr>
<tr><td>Inpatient non accidental Ophthalmological</td><td>Kshs. 100,000</td></tr>
<tr><td>Accommodation</td><td>Private room</td></tr>
</table></td></tr>
<tr><td>Excess/Co payment</td><td>NIL</td></tr>
<tr><td>Cancellation notice</td><td>Ninety (90) Days</td></tr>
<tr><td>Clauses</td><td>Specify applicable clauses</td></tr>
<tr><td>Exclusions</td><td>Specify exclusions in detail</td></tr>
<tr><td>Cover enhancements /extensive clauses</td><td>Specify preferred negotiated cover enhancements & detailed proposed extensive clauses</td></tr>
</table>

MEDICAL SCHEME (EMPLOYEES) - ELDORET

Policy	Medical Scheme/insurance
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Provides coverage for medical expenses incurred by KPA employees working in Eldoret and their dependants, arising from illness or accidental bodily injury, during the period of Insurance. **Benefits Covered:** (i) Inpatient (ii) Out-patient (iii) Maternity (iv) Optical (v) Dental (vi) Drugs and administration (vii) Last/Funeral expenses (viii) Other benefits:
Interest/sum insured	Sum Insured: (Schedule provided)
Limits of liability	As set out in the schedules
Excess/Co payment	NIL
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

SCHEDULES

SCHEDULE 1: EMPLOYEES UNDER MEDICAL SCHEME – ELDORET STAFF

ELDORET STAFF				
No.	**Employee**	**Gender**	**Age**	**Relationship**
1.	**HK**	**F**	**52YRS**	**Employee**
2.	LCB	M	15YRS	daughter
2	**BCM**	**F**	**60YRS**	**Employee**
	LKB	M	66 YRS	Spouse
	JKB	M	24 YRS	Son
3	**MR**	**M**	**56YRS**	**Employee**
1	JK	F	52YRS	Spouse
2	HK	M	24YRS	Son

Benefits	**Limit (Kes.)**	
Inpatient	2,000,000.00	Per family
Outpatient	100,000.00	Per family
Maternity	100,000.00	Per family
Optical	40,000.00	Per family
Dental	40,000.00	Per family
Overall Limit	2,280,000.00	Annually

TRAVEL INSURANCE

<table>
<tr><td>Policy</td><td>Travel insurance</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>a) Provides cover to employees while travelling abroad on official duties for:
b) Emergency medical and related expenses
(i) In the event of accidental bodily injury, illness or disease requiring emergency medical treatment. This insurance will cover the Reasonable and Customary Medical Expenses incurred including hospital and outpatient treatment and the necessary prescription medication.
(ii) Related Expenses include:
c) Medical transportation and Repatriation
d) Emergency dental cover
e) Emergency optical cover
f) Compassionate emergency visit
g) Repatriation of children
h) Repatriation of travel companion
i) Burial, cremation or return of mortal remains
j) Follow up treatment in the country of residence
k) Daily cash benefit
l) Pre-existing emergency medical and related expenses
(i) In the event of a sudden and unexpected acute onset of a pre-existing illness or disease requiring emergency treatment this insurance will cover the Reasonable and Customary Medical Expenses incurred in hospital.
(ii) Related Expenses as follows:
a) Medical transportation and Repatriation
b) Burial, cremation or return of mortal remains
c) Accidental death and permanent total disablement
d) International Journey Cancellation, International Journey Curtailment and Travel Delay
e) Personal Liability
f) Hijack, Hostage, Or Wrongful Detention Inconvenience
g) Legal Expenses
h) Luggage Delay
i) Luggage, Cash and Travel Documents
j) Emergency Assistance Services as follows:
k) Medical referral
l) Medical monitoring
m) Emergency medicine
n) Evacuation
o) Repatriation
p) Return of mortal remains
q) Transmission of urgent messages
r) Embassy referral
s) Emergency travel and accommodation arrangements</td></tr>
<tr><td>Interest/sums insured</td><td><table><tr><td>1</td><td>MEDICAL EXPENSES</td><td>Limits</td></tr><tr><td></td><td>Medical Expenses</td><td>$ 200,000</td></tr></table></td></tr>
</table>

		Deductible for out-patient treatment	$ 100
		Follow-up treatment in Kenya	$ 2,000
		Medical Evacuation Expenses	$ 40,000
		Repatriation of Mortal Remains/Burial Expenses	$ 30,000
		Coffin Expense	$ 1,300
		Accompanying Family Member	$ 2,000
	2	PERSONAL ACCIDENT	
		Death, Disability, or Injury	$ 65,000
		Spouse Accidental Death Cover	$ 3,500
		Education Fund Supplement - Per child	$ 1,000
	3	TRAVEL GUARD	
		Assistance Services	
		Premature return in case of death or imminent death of a member	$ 2,500
		Legal Assistance	$ 2,000
	4	ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES	$ 3,500
	5	TRIP CANCELLATION AND CURTAILMENT	
		Lost Deposits	$ 2,500
		Deductible	*$ 100*
	6	LUGGAGE, TRADE SAMPLES, PERSONAL	
		EFFECTS, TRAVEL	
		Loss or theft	$ 2,500
		Deductible	$ 50
		Delay	$ 250
		Deductible	6 hours
	7	TRAVEL DELAY	$ 200
		Deductible	4 hours
	8	PERSONAL LIABILITY	
		Bodily Damage	$ 300,000
		Material Damage	$ 300,000
		*Deductibl*e	$ 150
		Per event Limit – Bodily and Material Damage	$ 400,000
	9	HIJACK, KIDNAP AND WRONGFUL DETENTION	
		Hi-jack	$ 1,500
		Kidnap and Wrongful Detention	$ 1,000,000
Excess	As Specified above		
Cancellation notice	Sixty (60) Days		
Additional remarks	Indicate deposit premium and premium rate per day per person. The bidder must be able to offer annual cover to any employee when required. Cover must be provided within a period of two (2) hours of request.		

	The bidder will provide cover portal to KPA/BROKER that will be filled instantly and furnished to any travelling member of staff and a declaration of the same made.
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

PUBLIC LIABILITY

<table>
<tr><td>Policy</td><td>Public Liability</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>Provides Indemnity for legal liability to Third Parties arising from:
a. Accidental death, bodily injury, or illness to third party persons
b. Accidental loss or damage to third party property
(i) Caused on or about KPA's premises or other place or places within geographical limits of the risk.
(ii) Through the fault or negligence of persons in the service of the Authority.
(iii) Or by any defects in the buildings, ways, works, machinery, or plant connected with or used in the operations or business of the Authority.

*Any report, intimation, or notification of an incident by the public shall be deemed as proper and sufficient claim notification and shall be covered.</td></tr>
<tr><td>Includes</td><td>The Indemnity above is extended to cover compensation for:
(i) All costs and expenses of litigation recovered from the Authority by any claimant or claimants.
(ii) All costs and expenses of litigation incurred with the written consent of the Insurer</td></tr>
<tr><td>Geographical Limit</td><td>Worldwide – during operations</td></tr>
<tr><td>Limits of liability</td><td>In respect of:
<table>
<tr><td>Liability</td><td>Limit (Kes)</td></tr>
<tr><td>General Liability Claims</td><td></td></tr>
<tr><td>Any One Claim</td><td>Kshs.200,000,000</td></tr>
<tr><td>Any One Period of Insurance</td><td>Unlimited</td></tr>
<tr><td></td><td></td></tr>
<tr><td>Food And Drinks Claims</td><td></td></tr>
<tr><td>Any One Claim</td><td>Kshs. 100,000,000</td></tr>
</table></td></tr>
<tr><td>Excess</td><td>Nil</td></tr>
<tr><td>Cancellation notice</td><td>Ninety (90) Days</td></tr>
<tr><td>Clauses</td><td>Specify applicable clauses</td></tr>
<tr><td>Exclusions</td><td>Specify exclusions in detail</td></tr>
<tr><td>Cover enhancements /extensive clauses</td><td>Specify preferred negotiated cover enhancements & detailed proposed extensive clauses</td></tr>
</table>

HOSPITAL MALPRACTICE

Policy	**Hospital Malpractice**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnify the Authority in respect of liability claims for breach of professional duty of Medical Personnel employed by Kenya Ports Authority (**Bandari, Kipevu, ICDN and Bellevue Clinics**) including referrals to other hospitals or clinics even where such other Hospital's or Clinic's staffs are jointly named in the event of any litigation.
Interest and sum insured	Kes.100,000,000 any one incident/event Kes.100,000,000 any one period of insurance
Excess	Nil
Enhanced extensive clauses	Specify preferred negotiated proposed extensive clauses
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

DIRECTORS' & OFFICERS' LIABILITY

Policy	Directors and Officers Liability Insurance
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(a) Provide **indemnity for claims against Directors and Officers** for their wrongful acts attributable to negligence, errors, omissions, and commissions in executing their mandate in their official capacity. (b) Provide cover for personal liability of the Authority's directors and officers as individuals. And will therefore cover **reimbursement** to the Authority in case it has paid the claim of a third party and defense costs on behalf of its managers to protect them.
Insured Persons	Non-Executive Directors, Executive Directors (Board Members), Managers including the MD & General Managers whilst engaged in the Authority's business.
Interest/sum assured	Combined Limit-Ksh. 600,000,000 Kes.100,000,000/= per director/officer Liability – each director: Benefit (Kes) Any one claim/occurrence: Kshs. 100,000,000 Any one year: Kshs. 100,000,000
Excess	**Kes.100, 000/= per claim.**
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

MOTOR VEHICLES POLICIES

IMPORTANT SPECIFICATIONS ON MOTOR VEHICLES POLICIES:

a) The commercial motor Policy should include free Passenger Legal Liability Cover extension
b) The service provider/tenderer should recommend only one underwriter for all the classes of Motor insurances.
c) The rate for every class and total premium per class should be clearly indicated and grand total of all the classes.
d) Motor vehicle comprehensive policies should not require KPA vehicles to install tracking devices. Vehicles are factory fitted with anti-theft devices, including engine immobilizers.
e) Attach copies of current reference letters from major garages and dealers and/or Contracts in the following towns (Mombasa, Lamu, Kisumu & Nairobi). (Due diligence of garages will be done to establish claims paying ability)
f) Age limit of vehicles to be repaired by Authorized dealer without contribution is 7 years.

MOTOR PRIVATE COMPREHENSIVE COVER-SALOON CARS

Policy	Motor Private Comprehensive Insurance
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss of or damage to motor vehicles (saloon cars) and legal liability arising out of staff cars/vehicles owned or operated by KPA.
Interest and sum insured	As per schedule annexed hereof
Limits of liability	(i) Liability to third Parties, Death or Bodily injury…. Unlimited (ii) Third Party Property………………………………. Kes.10 million (iii) Third party liability, any one event………the aggregate amount of indemnity to all persons indemnified (iv) Passenger Liability, Per Passenger………… Kes. 4 million (v) Passenger Liability, Per Event…………the Aggregate (total) amount of indemnity to all the persons indemnified (vi) Protection, recovery, and removal……………Kes.50,000/= (vii) Repair Authority…………………………….Kes.50,000/= (viii) Medical Expenses…………………………. Kes.100,000/= (ix) Radio Cassette……………………………………. Kes.50,000/= (x) Windscreen/window glass……………………Kes. 50,000/= (xi) Personal effect………………………………….. Kes.100,000/=
Excess	a) Own damage 2.5% of claim maximum Kes.Kes.10,000/= b) Theft with anti- theft device 10% Sum Insured Maximum 20,000/= c) Theft without anti-theft device 20% Sum Insured Maximum 20,000/= d) Theft with tracking device 2.5% Sum Insured Maximum. 20,000/= e) Third party damage 7500/= f) Young and inexperienced driver 5000/= additional
Geographical Area	East Africa

Special Conditions	1. Assessment of vehicles 24 hours. upon delivery to garage 2. Use of reputable garages, over and above Insurers panels 3. Speedy processing of all claims 4. Free Valuation by Insurers Valuer 5. Replacement of windscreen by Insurers through identified supplier, 6. No additional cost for reinstating windscreen cover 7. There should be a 'partial theft' excess 8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21years and below 9. Alternative accommodation following loss out of town –Kshs 10,000 for up to three days 10. Cover for personal effects following accident of Kshs. 30,000 11. Including branding of vehicles 12. Including excess without anti-theft device 13. Personal accident death limit for driver – Kshs 250,000 14. Replacement /unobtainable parts 15. Replacement cost for NEW vehicles less than 12 months
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

MOTOR COMMERCIAL COMPREHENSIVE COVER-PICK UPS

Policy	Motor Private Comprehensive Insurance-Pick ups
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss of or damage to motor vehicles (pick-ups) and legal liability arising out of pick-ups/utility vehicles owned or operated by KPA.
Interest and sum insured	As per schedule annexed hereof
Limits of liability	(i) Liability to third Parties, Death or Bodily injury………..Unlimited (ii) Third Party Property………………………………Kes. 10 million (iii) Third party liability, Any one event……………. the aggregate amount of indemnity to all persons indemnified (iv) Passenger Liability, Per Passenger………………… Kes. 4 million (v) Passenger Liability, Per Event………………. the Aggregate (total) amount of indemnity to all the persons indemnified (vi) Protection, recovery and removal……… Kes.100,000/= (vii) Repair Authority………………………………...Kes.100,000/= (viii) Medical Expenses…………………………… Kes.100,000/= (ix) Radio Cassette……………………………………Kes.50,000/= (x) Windscreen/window glass………………………..Kes. 50,000/= (xi) Personal effects – 100,000/=
Excess	a) Own damage 2.5% of loss maximum Kes.10,000/= b) Total loss (own damage) 2.5% of sum insured maximum Kes.50,000/= c) Third party property damage – Kes. 10,000/= d) Theft with anti-theft device 5% sum insured maximum Kes.50,000/= e) Theft without anti-theft device 10% of sum insured maximum Kes.50,000/= f) Young/inexperienced driver Kes. 10,000/= g) Third party personal injuries: **NIL**
Special Conditions	1. Assessment of vehicles 24 hours. upon delivery to garage 2. Use of reputable garages, over and above Insurers panels 3. Speedy processing of all claims 4. Free Valuation by Insurers Valuer 5. Replacement of windscreen by Insurers through identified supplier, 6. No additional cost for reinstating windscreen cover 7. There should be a 'partial theft' excess 8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21years and below 9. Alternative accommodation following loss out of town – Kshs 10,000 for up to three days 10. Cover for personal effects following accident of Kshs. 30,000 11. Including branding of vehicles 12. Including excess without anti-theft device 13. Personal accident death limit for driver – Kshs 250,000 14. Replacement /unobtainable parts 15. Replacement cost for NEW vehicles less than 12 months

Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

MOTOR COMMERCIAL COMPREHENSIVE (SPECIAL TYPE)

Policy	Motor Commercial Comprehensive (Special type)
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss of or damage to motor vehicles (Ambulances & Fire Engines) and their accessories and/or spare parts and Legal liability to third parties arising out of special type motor vehicles owned or operated by the Authority.
Interest and sum insured	As per schedule annexed hereof
Limits of liability	1. Liability to third Parties, Death or Bodily injury…………Unlimited 2. Third Party Property……………………………….Kes. 10 million 3. Third party liability, Any one event……………. the aggregate amount of indemnity to all persons indemnified 4. Passenger Liability, Per Passenger………………… Kes. 4 million 5. Passenger Liability, Per Event…………………. the Aggregate (total) amount of indemnity to all the persons indemnified 6. Protection, recovery, and removal…………………. Kes.100,000/= 7. Repair Authority………………………………….... Kes.100,000/= 8. Medical Expenses……………………………… Kes.100,000/= 9. Radio Cassette……………………………………Kes.50,000/= 10. Windscreen/window glass…………………………. Kes. 50,000/=
Excess	(i) Own damage 2.5% of claim amount, maximum Kes.75,000 (ii) Total loss (own damage) 2.5% of sum insured, maximum Kes.50,000 (iii) Third party property damage - 10,000/= (iv) Theft with anti-theft device -5% of sum insured maximum Kes.50,000 (v) Theft without anti-theft device 10% of sum insured, maximum. Kes.50,000 (vi) Young/inexperienced driver- 10,000/= (vii) Third party personal injuries: **NIL**
Special Conditions	1. Assessment of vehicles 24 hours. upon delivery to garage 2. Use of reputable garages, over and above Insurers panels 3. Speedy processing of all claims 4. Free Valuation by Insurers Valuer 5. Replacement of windscreen by Insurers through identified supplier, 6. No additional cost for reinstating windscreen cover 7. There should be a ‘partial theft’ excess 8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21years and below 9. Alternative accommodation following loss out of town – Kshs 10,000 for up to three days 10. Cover for personal effects following accident of Kshs. 30,000 11. Including branding of vehicles 12. Including excess without anti-theft device 13. Personal accident death limit for driver – Kshs 250,000 14. Replacement /unobtainable parts 15. Replacement cost for NEW vehicles less than 12 months
Cancellation notice	Ninety (90) Days

Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

MOTOR COMMERCIAL COMPREHENSIVE COVER- LORRIES

Policy	Motor Commercial Comprehensive – Lorries
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss of or damage to motor vehicles (lorries), accessories or its spare parts while in or on the vehicles and legal liability to third parties arising out of Lorries owned or operated by KPA.
Interest and sum insured	As per schedule annexed hereof
Limits of liability	(i) Liability to third Parties, Death, or Bodily injury…………Unlimited (ii) Third Party Property…………………………Kes. 10 million (iii) Third party liability, Any one event……………. the aggregate amount of indemnity to all persons indemnified (iv) Passenger Liability, Per Passenger………………… Kes. 4 million (v) Passenger Liability, Per Event…………………. the Aggregate (total) amount of indemnity to all the persons indemnified (vi) Protection, recovery, and removal……… Kes.100,000/= (vii) Repair Authority…………………………………...Kes.100,000/= (viii) Medical Expenses……………………………… Kes.Kes.100,000/= (ix) Radio Cassette……………………………………Kes.50,000/= (x) Windscreen/window glass…………………………. Kes. 50,000/=
Excess	(a) Own damage 2.5% of loss maximum Kes.Kes.50,000/= (b) Total loss (own damage) 2.5% of sum insured maximum Kes.50,000/= (c) Third party property damage – Kes. 10,000/= (d) Theft with anti-theft device-5 % of sum insured maximum Kes.50,000/= (e) Theft without anti-theft device- 10% of sum insured maximum Kes.50,000/= (f) Young/inexperienced driver- 10,000/= (g) Third party personal injuries: **NIL**
Special Conditions	1. Assessment of vehicles 24 hours. upon delivery to garage 2. Use of reputable garages, over and above Insurers panels 3. Speedy processing of all claims 4. Free Valuation by Insurers Valuer 5. Replacement of windscreen by Insurers through identified supplier, 6. No additional cost for reinstating windscreen cover 7. There should be a 'partial theft' excess 8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21years and below 9. Alternative accommodation following loss out of town – Kshs 10,000 for up to three days 10. Cover for personal effects following accident of Kshs. 30,000 11. Including branding of vehicles 12. Including excess without anti-theft device 13. Personal accident death limit for driver – Kshs 250,000 14. Replacement /unobtainable parts 15. Replacement cost for NEW vehicles less than 12 months
Cancellation	Ninety (90) Days

notice	
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

MOTOR COMMERCIAL COMPREHENSIVE COVER-BUSES

Policy	Motor Commercial Comprehensive –Buses
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss of or damage to motor vehicle (Buses), accessories or its spare parts while in or on the vehicle(s) and legal liability to third parties arising out of buses owned or operated by KPA.
Interest and sum insured	As per schedule annexed hereof
Limits of liability	(i) Liability to third Parties, Death, or Bodily injury…………..Unlimited (ii) Third Party Property…………………………………Kes. 10 million (iii) Third party liability, any one event………aggregate amount of indemnity to all persons indemnified (iv) Passenger Liability, Per Passenger…………………… Kes. 4 million (v) Passenger Liability, Per Event…………..the Aggregate (total) amount of indemnity to all the persons indemnified (vi) Protection, recovery and removal…. Kes.100,000/= (vii) Repair Authority……………………………………...Kes.100,000/= (viii) Medical Expenses…………………… Kes.100,000/= (ix) Radio Cassette……………………………..Kes.50,000/= (x) Windscreen/window glass……………… Kes. 50,000/=
Excess	(a) Own damage…. ....2.5% of loss Maximum Kes.50,000/= (b) Total loss (own damage) 2.5% of loss Maximum Kes.50,000/= (c) Third party property damage……………..10,000/= (d) Theft with anti-theft device………5 % of loss maximum Kes.50,000 (e) Theft without anti-theft device…10% of loss maximum Kes.50,000 (f) Young/inexperienced driver……………..10,000/= (g) Third party personal injuries…………………………..**NIL**
Special Conditions	1. Assessment of vehicles 24 hours. upon delivery to garage 2. Use of reputable garages, over and above Insurers panels 3. Speedy processing of all claims 4. Free Valuation by Insurers Valuer 5. Replacement of windscreen by Insurers through identified supplier, 6. No additional cost for reinstating windscreen cover 7. There should be a 'partial theft' excess 8. Insured drivers should begin at 18years, holding a valid driving license. learners -2years, young – 21years and below 9. Alternative accommodation following loss out of town –Kshs 10,000 for up to three days 10. Cover for personal effects following accident of Kshs. 30,000

	11.Including branding of vehicles 12.Including excess without anti-theft device 13.Personal accident death limit for driver – Kshs 250,000 14.Replacement /unobtainable parts Replacement cost for NEW vehicles less than 12 months
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

KENYA PORTS AUTHORITY – MOTOR SCHEDULE- PICK UPS

REGD NO	TYPE	VALUE	ENGINE CAPACITY	YEAR OF MFG
KBG 391C	Isuzu	612,360.00	2500cc	2009
KBJ 409U	Isuzu	729,000.00	2500cc	2010
KBQ 432D	Isuzu	787,320.00	2500cc	2011
KBT 966N	Isuzu	911,250.00	3000cc	2013
KBT 967N	Isuzu	874,800.00	2500cc	2013
KBT 968N	Isuzu	911,250.00	2500cc	2013
KBT 969N	Isuzu	852,930.00	2500cc	2013
KBT 970N	Isuzu	852,930.00	2500cc	2013
KBU 397T	Isuzu	947,700.00	2500cc	2013
KBW 689V	Nissan	1,355,940.00	2663cc	2014
KBZ 132D	Isuzu	1,607,850.00	2499cc	2014
KCA 074F	Isuzu	1,261,170.00	2494cc	2014
KCA 075F	Isuzu	1,545,480.00	2494cc	2014
KCA 076F	Isuzu	1,297,620.00	2494cc	2014
KCA 077F	Isuzu	1,261,170.00	2494cc	2014
KCA 079F	Isuzu	1,261,170.00	2494cc	2014
KCA 103F	Ford Ranger	2,187,000.00	2200cc	2014
KCA 105F	Ford Ranger	1,727,730.00	2499cc	2014
KCD 833G	Nissan	1,620,567.00	1600cc	2016
KCD 836G	Nissan	1,620,567.00	1600cc	2016
KCD 837G	Nissan	1,620,567.00	1600cc	2016
KCD 838G	Nissan	1,808,730.00	3000cc	2016
KCD 839G	Nissan	1,808,730.00	1600cc	2016
KCD 840G	Nissan	1,620,567.00	1600cc	2016
KCD 845G	Nissan	1,620,567.00	1600cc	2016
KCE 944D	Toyota	3,450,276.00	2982cc	2016
KCE 947D	Toyota	2,296,350.00	4164cc	2016
KCH 527Q	Isuzu	2,391,120.00	2499cc	2017
KCH 572Q	Ford Ranger	2,430,000.00	2499cc	2016
KCH 573Q	Ford Ranger	2,430,000.00	2499cc	2017
KCH 852Q	Nissan	1,764,180.00	1600cc	2017
KCH 854Q	Nissan	1,800,630.00	1598cc	2017
KCH 855Q	Nissan	1,764,180.00	1598cc	2017
KCH 863Q	Nissan	1,858,950.00	1598cc	2017
KCH 873Q	Ford Ranger	2,106,000.00	2200cc	2017
KCP 230K	Nissan	2,349,000.00	2488cc	2018
KCP 231K	Nissan	1,863,000.00	2488cc	2018
KCP 232K	Nissan	1,494,450.00	2488cc	2018
KCP 250K	Toyota	2,742,498.00	4164cc	2018
KCS 992Z	Toyota	1,289,431.80	2755cc	2018
KCT 940Y	Isuzu	3,240,000.00		2020
KCT 941Y	Isuzu	3,240,000.00		2020
KCT 942Y	Isuzu	3,240,000.00		2020
KDA 955P	Nissan	2,175,822.00	1598cc	2021

KDA 958P	Nissan	2,175,822.00	1598cc	2021
KDA 962P	Nissan	2,175,822.00	1598cc	2021
KDA 963P	Nissan	2,175,822.00	1598cc	2021
KDG 176C	Nissan	3,821,175.00	2488cc	2021
KDG 177C	Nissan	3,821,175.00	2488cc	2021
KDG 178C	Nissan	3,821,175.00	2488cc	2021
KDG 179C	Nissan	3,821,175.00	2488cc	2021
KDR 116P	Toyota	5,040,248.40	2393cc	2024
KDR 125P	Toyota	5,040,248.40	2393cc	2024
KDR 126P	Toyota	5,040,248.40	2393cc	2024
KDR 130P	Isuzu	6,192,900.00	2499cc	2024
KDR 132P	Isuzu	6,192,900.00	2499cc	2024
KDR 133P	Isuzu	6,192,900.00	2499cc	2024
KDR 134P	Isuzu	6,192,900.00	2499cc	2024
KDR 135P	Isuzu	6,192,900.00	2499cc	2024
KDG 006C	Toyota L/Cruiser	4,855,518.90		
KDA 951P		2,175,822.00		
KCE 699D		2,916,000.00		
KCA 104F		2,161,080.00		
KDR 131P	Isuzu Dmx	5,573,610.00		
KCD 801G	Isuzu Dmx	2,551,500.00		
KBZ 133D	Isuzu Dmx	1,644,300.00		
KCA 078F	Isuzu Dmx	1,261,170.00		
KCT 939Y	Isuzu Dmx	3,645,000.00		
KCH 571Q	Ford Ranger	2,742,336.00		
KCH 857Q	Nissan NP200	1,830,223.80		
KCH 853Q	Nissan NP200	1,545,480.00		
KCD802G	Isuzu Dmx	2,478,600.00		
		179,908,904.70		

MOTOR VEHICLES- SALOONS

REGD NO	TYPE	MODEL	Value	ENGINE CAPACITY	YEAR OF MFG
KBR 564U	Toyota	ZRE 151R DEPNK	1,526,508.50	1598cc	2012
KBR 699U	Volkswagen	PASSAT TSI SALOON	5,444,999.45	1800cc	2012
KBR 700U	Volkswagen	PASSAT TSI SALOON	5,444,999.45	1800cc	2012
KBT 491N	Toyota	ZRE 151R-DEFNK	4,647,787.64	1330cc	2013
KBU 041T	Toyota	ZRE 151R DEPNK	1,386,610.50	1598cc	2013
KBU 042T	Toyota	ZRE 151R DEPNK	1,386,610.50	1598cc	2013
KBW 682V	Toyota	ZRE 151R DEPNK	1,658,984.81	1598cc	2014
KBW 683V	Toyota	NRE 150R DEPNK	1,571,816.39	1330cc	2014
KBW 685V	Toyota	NRE 150R DEPNK	1,571,816.39	1330cc	2014
KCE 631D	Toyota	ZRE 181R-GEXNKN	2,468,501.20	1598cc	2016
KCE 633D	Toyota	ZRE 181R-GEXNKN	2,468,501.20	1598cc	2016
KCP 194K	Toyota	COROLLA	2,614,852.51	1598cc	2018
KCP 195K	Toyota	COROLLA	2,614,852.51	1598cc	2018
KCP 197K	Toyota	COROLLA	2,614,852.51	1598cc	2018
KCV 775R	Toyota	Corolla	701,080.80	1798cc	2019
KDA 952P	Nissan	Almera	1,718,625.52	1499cc	2021
KDA 964P	Nissan	Almera	1,718,625.52	1499cc	2021
KDK 953P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 954P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 955P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 960P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 962P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 963P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 965P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KDK 973P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	4,177,461.00	1462cc	2024
KBU 845T	Volkswagen	COMBI	2,080,000.00	1600cc	2013
KCH 557Q	Toyota	RAV4 STATION WAGON	3,734,254.30	1987cc	2017
KCK 630U	Toyota	PRADO LAND CRUISER VX-L	9,818,490.00	2982cc	2017
KCP 363K	Toyota	AVANZA	2,252,632.30	1496cc	2018
KCP 466K	Toyota	AVANZA	2,252,632.30	1496cc	2018
KDK 121P	Toyota	Prado Land Cruiser TX-L	10,223,999.99	C	2023
KDK 956P	Toyota	RAV4 4X2 2.0L CVT MID - MXAA52R-ANXXB	7,802,362.80	1987cc	2024
KDK 958P	Toyota	RAV4 4X2 2.0L CVT MID - MXAA52R-ANXXB	7,802,362.80	1987cc	2024
KDK 961P	Toyota	RAV4 4X2 2.0L CVT MID - MXAA52R-ANXXB	7,802,362.80	1987cc	2024

KDR 149P	Toyota	RAV4 4X2 2.0L CVT MID - MXAA52R-ANXXB	7,802,362.80	1987cc	2024
KBN 031E			662,400.00	1800cc	2010
KBN 032E			662,400.00	1800cc	2010
KCA 001F			1,449,920.00		2014
KDK 964P	Toyota	Belta GLX 4AT - K15BR-HEPRKN	3,931,728.00	1462cc	2024
KCE 632D	Corolla		3,919,200.00	2982cc	2015
KCA 586F	Toyota		579,856.00	3000cc	2014
KCH 571Q			2,708,480.00	2200cc	2016
KDK 959P	Toyota	RAV4 4X2 2.0L CVT MID - MXAA52R-ANXXB	7,802,362.80	1987cc	2024
KDK 041D			7,960,590.00		
KDL 293F			6,345,000.00		
		Total	**172,573,110.30**		

MOTOR VEHICLES -LORRIES

REGD NO	TYPE	MODEL	VALUES	CC	YEAR OF MFG
KBB 068S	Isuzu	F Series - FVX23/FVZ	3,727,726.85	9839cc	2008
KBZ 131D	Isuzu	F Series - FSR	5,599,375.00	8226cc	2014
KCD 850G	Isuzu	FVR23M	5,996,750.00	9839cc	2015
KCE 443D	Isuzu	FRR33	4,725,872.50	8226cc	2015
KDG 244C	Isuzu	F Series - FVZ 34UU-TDYS	7,911,375.00	7790cc	2022
KCA 175F	Man	CLA 15.220	4,717,177.85	6871cc	2014
KCP 805K	Iveco	EUROCARGO	11,176,793.65	5880cc	2019
KCP 825K	Iveco	EUROCARGO	11,176,793.65	5880cc	2019
		Total	**55,031,864.50**		

MOTOR VEHICLES SPECIAL TYPES

REGD.NO	MAKE	TYPE	MODEL	VALUES	CC
KBU 398T	Ambulance	Mercedes Benz	SRINTER	1,501,200.00	2143cc
KCD 861G	Ambulance	Toyota	Hiace	1,231,200.00	2488cc
KCK 663U	Ambulance	Nissan	NP350	2,640,000.00	2495cc
KAR 223L	Fire Engine	Scania		1,870,000.00	10600cc
KCE 383D	Fire Engine	Volvo	FIRE ENGINE	9,023,000.00	
KCE 950D	Fire Engine	Volvo	FIRE ENGINE 440	10,136,000.00	
KDK 316P	Fire Engine	Mercedes Benz	AROCS	82,450,000.00	12000cc
KDG 482C	Tanker - Fuel Bowser	Iveco	EUROCARGO ML 180-289E	49,595,953.00	5900cc
KDG 495C	Tanker - Fuel Bowser	Iveco	EUROCARGO 180-289E	49,595,953.00	5900cc
WB 01	Tanker - Water Bowser	Foton	Auman 123	3,572,880.00	
WB 02	Tanker - Water Bowser	Foton	Auman 123	3,572,880.00	
KBB 208S	Towing Truck	Iveco	AD380T38H - TRAKKER 380	3,878,550.00	14000cc
KBG 442C	Fire Engine	Mercedes Benz		16,883,100.00	

KCK 662U	Ambulance	Nissan		2,860,000.00	
KBB 049S	Tanker-Water Bowser	Isuzu		1,950,000.00	9800cc
KAT 784X	Fire Engine	Scania		5,115,500.00	
KCP 038K	Tanker-Fuel Bowser	Iveco		2,808,000.00	
KCA 589F	Ambulance	Toyota		1,820,000.00	
KCT 926Y	Hiabcrane	Isuzu	NPR	9,995,700.00	4334cc
MANLIFT	Manlift	Land Rover	LAND ROVER - DEFENDER 130	13,615,875.00	2200cc
KDR 421P	Hazmat truck	Isuzu	NPR	53,231,850.00	5193cc
			Total	**327,347,641.00**	

MOTOR VEHICLES- BUSES

REGD NO.	MAKE	MODEL	VA;UES	CC	YEAR ACQUIRED
KBJ 554U	Bus	FRR33	1,824,525.00	7200cc	2010
KCE 623D	Bus	FRR 33 L	2,968,200.00	8226cc	2016
KCK 791U	Bus	CIVILIAN BUS	3,825,000.00	2953cc	2017
KBT 940N	Van	7EB131	2,512,489.50	2000cc	2013
KBU 143T	Van - 14 seater	NP350 URVAN E24D	477,000.00	2663cc	2013
KBW 690V	Van - 14 seater	NP350 URVAN E24D	979,200.00	2663cc	2014
KCA 581F	Van - 9 seater	HIACE-KDH212R-JEMDY	3,828,060.00	2494cc	2014
KCA 668F	Van	CADDY 1.6	1,449,675.90	1600cc	2014
KCH 559Q	Van - 14 seater	NP350 URVAN E24	1,836,000.00	2488cc	2016
KCH 903Q	Van	VITRO	5,508,000.00	2148cc	2017
KCU 045L	Van - 14 seater	Hiace	3,518,235.00	2494cc	2018
KCU 517A	Van - 14 seater	Hiace	3,518,235.00	2494cc	2018
KDG 001C	Van - 14 seater	Hiace	3,283,616.70	2494cc	2021
KBJ 553U	Bus		1,683,000.00		2009
KCA 676F	Minibus	NQR66PU	1,683,000.00	4334cc	2015
KCH 621Q	Minibus	NPR 66 PU	2,180,250.00	4334cc	2017
KCH 788Q	Minibus	NPR 66 PU	2,295,000.00	4334cc	2017
KDK 668G	Van	Hiace	3,762,931.03	2494cc	2022
		Total	**47,132,418.13**		

MOTORCYCLES FOR KPA

REG. NO	TYPE	VALUES	CC	Y.O.M
KCH 180Q	Yamaha	126,418.68	124cc	2017
KCH 181Q	Yamaha	126,418.68	124cc	2017
KCK 238U	Yamaha	146,285.17	125cc	2018
KCK 239U	Yamaha	146,285.17	125cc	2018
KCK 240U	Yamaha	146,285.17	125cc	2018
KMGQ 189P	Boxer Bajaj	182,160.00		2024
KMGQ 190P	Boxer Bajaj	182,160.00		2024
KMGQ 191P	Boxer Bajaj	182,160.00		2024
		1,238,172.88		

ELECTRONIC EQUIPMENT INSURANCE

<table>
<tr><td>Policy</td><td>All Risks Insurance Policy (Computers and Electronic Equipment)</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>1) <u>Section 1- Material Damage</u>
a) Indemnity against accidental damage (any sudden, unforeseen and unintended damage) to insured property (computers & allied accessories, Auxiliary equipment such as UPS, Voltage stabilizers and other electronic equipment including hand held radio and communication sets, cameras and survey equipment etc.) from any causes whatsoever (All Risks) necessitating their repair or replacement.
b) Applies whether the insured items are at work or at rest, being dismantled for purposes of cleaning, overhauling, being moved in and out of premises (at various locations countrywide in the course of operations and during any subsequent re-erection.
c) Loss/damage to items while in transit
d) Extension of cover for loss or damage due to riot and strike and civil commotion.
2) Section 2 – External Data Media
a) Coverage in respect of loss of data, external data media, equipment breakdown,
b) Includes expenses incurred for restoration and reconstruction of the lost or damaged data
3) Section 3 – Increased Cost of Working
a) If interruption occurs due to material damage under section 1 the additional expenses incurred for the use of a substitute EDP
b) Overtime
c) Extra charges for airfreight or transportation of materials and or accessories etc.</td></tr>
</table>

<table>
<tr><td>Interest/sum insured</td><td>
Sec I: Material Damage, External data and hardware

(i) Computer Equipment and Accessories…….. Kes. 243,720,986.47
(ii) Data Centre…………………………………Kes.72,501,368.00
(iii) Mombasa PABX…………………………… Kes. 24,578,590/=
(iv) Nairobi PABX…………………………… .Kes. 4,100,000/=
(v) ISS Equipment……………………….………Kes. 388,169,494.06
Total Sum Insured……………………………….Kes. 733,070,438.00

Sec II: Consequential Loss

<table>
<tr><td>Consequential Loss</td><td>Sum Insured(Kes)</td></tr>
<tr><td>Increased cost of working: Rental of substitute data processing, equipment, personnel expenses, Expenses, for transport of materials</td><td>Kshs. 20,000,000</td></tr>
<tr><td></td><td>Sum Insured</td></tr>
<tr><td>On pre-recording /recompiling of data Expenses for reconstruction and re-recording of information</td><td>Kshs. 5,000,000</td></tr>
<tr><td></td><td></td></tr>
<tr><td>In aggregate</td><td>Kshs. 25,000,000</td></tr>
</table>
</td></tr>
<tr><td>Basis of valuation</td><td>Reinstatement / replacement</td></tr>
<tr><td>Condition</td><td>
1. Equipment less than 3 years will not be subjected to deductible/excess.
2. Laptops - Worldwide, All Others - Kenya
3. Recompilation of data: Costs incurred after an incident in re-recording data on new tapes, cards or discs Includes The costs and expenses of recompiling the aforesaid data from other records following an accident on tapes, cards or discs as declared by KPA to Insurers
4. Power surge claims - computer equipment to be replaced and not repaired. Insurers should take up the salvages and no delays in payment where full documentation has been provided.
5. There should be no request for a demand letter from Kenya Power, KPA will submit ref numbers where available.
</td></tr>
<tr><td>Excess</td><td>Please specify</td></tr>
<tr><td>Cancellation notice</td><td>Ninety (90) Days</td></tr>
<tr><td>Clauses</td><td>Specify applicable clauses</td></tr>
<tr><td>Exclusions</td><td>Specify exclusions in detail</td></tr>
<tr><td>Cover enhancements /extensive clauses</td><td>Specify preferred negotiated cover enhancements & detailed proposed extensive clauses</td></tr>
</table>

MONEY

<table>
<tr><td>Policy</td><td>MONEY INSURANCE</td></tr>
<tr><td>Period</td><td>01.02.2026 – 31.01.2027, Renewable annually</td></tr>
<tr><td>Scope of cover</td><td>(i) Indemnity against loss of money (Money includes, cash, negotiable instruments, NHIF stamps, postal orders, travelers' cheque, unaddressed and bearer cheque) by robbery or theft while in KPA premises or in transit to the bank and in safes as declared.
(ii) Indemnity against loss of or damage to safes, strong room or till containing money by theft or attempted theft.</td></tr>
<tr><td>Sum insured / limit of liability</td><td>(a) Cash in transit: per location Kes.<table><tr><td>MSA</td><td>NAIROBI</td><td>KISUMU</td></tr><tr><td>500,000=</td><td>500,000=</td><td>100,000=</td></tr></table>
(b) Money in safe: per location Kes.<table><tr><td>MSA</td><td>NAIROBI</td></tr><tr><td>1,000,000=</td><td>500,000=</td></tr></table>
(c) Damage to safe any one loss……………………………………. Kes.1,000,000/=
(d) Estimated Annual carry (all locations) ………………….. Kes.12, 000,000/=.</td></tr>
<tr><td>Basis of Valuation</td><td>Cash- Indemnity & Safe - Reinstatement</td></tr>
<tr><td>Excess</td><td>10% Maximum Kes.50,000/=</td></tr>
<tr><td>Cancellation notice</td><td>Ninety (90) Days</td></tr>
<tr><td>Clauses</td><td>Specify applicable clauses</td></tr>
<tr><td>Exclusions</td><td>Specify exclusions in detail</td></tr>
<tr><td>Cover enhancements /extensive clauses</td><td>Specify preferred negotiated cover enhancements & detailed proposed extensive clauses</td></tr>
</table>

FIDELITY GUARANTEE

Policy	**FIDELITY GUARANTEE INSURANCE**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	(i) Indemnify KPA against all **direct financial loss** (in respect to Cash; Foreign currency; Securities and stores/stock) sustained during the period of insurance through **fraud or dishonesty of employees** and in connection with their occupation and or duties. (ii) Cover officers from grade KPA8 and above whose functions include raising bills/invoices, revenue collections, physical handling of cash and authorization of expenditure.
Insured Persons	Schedule as below. 1. Senior Managers 2. Managers 3. Officers/Clerks/Accountants 4. Procurement Officers
Limits of guarantee (Sum insured)	Any one person……………………………Kes.20,000,000/= Any one claim…………………………… Kes.50,000,000/= Any one period……………………………Kes.150, 000,000/=
Claims Preparation Clause	Kshs. 5,000,000
Geographical area:	Kenya
Discovery period:	12 months
Collusion clause:	Kshs. 100,000,000
Excess	5% each and every loss Maximum 1,000,000
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

GOODS-IN-TRANSIT

Policy	**GOODS IN TRANSIT**
Period	01.02.2026 – 31.01.2027, Renewable annually
Scope of cover	Indemnity against loss or damage to property of KPA or that which it is responsible for (e.g. Machinery, Spare parts, Stationery etc.) arising from any accident or caused by special perils, while in transit (i.e., while being transported to/from Mombasa, Nairobi, Kisumu, Eldoret, Malaba, Lamu, Rwanda, Burundi and Uganda or wherever held covered and within these locations) by any conveyance mode (transport by Air, rail or road).
Interest and limits	On packed machinery and all other goods in transit belonging to and in the custody of or held in trust by the insured in connection with insured's business whilst in transit to various destinations within the country.
Basis of valuation:	Replacement at cost price including transport charges incurred.
Conveyance	Rail/air/road/own/hired transport.
Voyage description	Cover attaches from the time goods leave insured's premises for commencement of transit and continues until goods are delivered to the consignee's address.
Enhancements/includes	Extended to cover expenses and or costs incurred in respect of: a) Debris removal b) Transferring property from vehicle after an accident c) Reloading to another conveyance d) Securing and protecting the property at the site of the accident e) Damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packaging materials following an accident
Sum insured or limits of liability	In respect of: **Section** — **Value (Kes)** Limit any one transit — 50,000,000 Estimated Annual Transit — 500,000,000
Excess	10% limit of liability (any one consignment)
Cancellation notice	Ninety (90) Days
Clauses	Specify applicable clauses
Exclusions	Specify exclusions in detail
Cover enhancements /extensive clauses	Specify preferred negotiated cover enhancements & detailed proposed extensive clauses

SCHEDULE OF REQUIREMENTS

[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].

1	2	3		4	5	6	7
No of item to be insured	**Description of item to be insured**	**Value of item to be insured**	**Major contingencies requiring insurance**	**Insurance period**	**Insurance Premium per specified period (Tender Price)**	**Price discount (if any)**	**Total Tender Price for Insurance Service (Col. 5-6)**
No 1	Marine Hull & Machinery Ports						
No 2	Protection & Indemnity Ports						
No 3	Marine Hull Insurance & Protection and Indemnity Ferries						
No 4	Ports and Terminal Operators Liability-Mombasa & Lamu						
No 5	All risk - Floating Bridge						
No 6	Comprehensive Machinery /Plant Machinery All Risks						
No 7	Fire and Special Industrial Risks, Earthquake						
No 8	Fire & Perils, Earthquake Con Loss						
No 9	Fire and Perils, Earthquake (Substation)						

No 10	Fire & Special Perils, Earthquake and Domestic Package.						
No 11	Fire & Perils, Earthquake						
No 12	Political Violence, Terrorism and Sabotage						
No 13	GPA /WIBA						
No 14	GPA Directors						
No 15	Medical Scheme for Directors						
No 16	Group Life Insurance-Others						
No 17	Group Life (Management)						
No 18	Public Liability						
No 19	Directors and Officers Liability						
No 20	Medical Insurance-Eldoret Staff						
No 21	Motor commercial comprehensive Institutional Vehicles (Buses)						
No 22	Motor Commercial Comprehensive Special Types (Ambulances and Fire Engines)						
No 24	Motorcycle-Comprehensive						
No 25	Motor Private Comprehensive-Saloon Cars						
No 26	Motor Commercial Own Goods-Lorries						

No 27	Motor Commercial Own Goods Pick ups						
No 28	Hospital Malpractice cover						
No 29	Fidelity guarantee cover						
No 30	Money Policy						
No 31	Goods in Transit						
No 32	Burglary (Stock)						
No 33	All Risk-Electronic Equipment’s)						
No 34	Travel Insurance						

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

SignatureofTenderer...*[signature of person signing the Tender]*

Date...*[insert date]*

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1 of such signed Contract;
d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
f) "Foreign Currency" means any currency other than the currency of Kenya;
g) "GCC" means these General Conditions of Contract;
h) "Government" means the Government of Kenya;
i) "Local Currency" means Kenya shilling;
j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
k) "Personnel" means persons hired by the Insurance Provider;
l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties, e t c

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

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

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

2.3 Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

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

2.4.3 Extension of Time

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

2.4.4 Payments

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

2.5 Termination

2.5.1 By the Procuring Entity

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

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

2.5.2 By the Insurance Provider

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

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

2.5.3 Payment upon Termination

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

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

3. Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

3.4 Reporting Obligations

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

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

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

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

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

3.6.2 Correction for Over-payment

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

3.7 Performance Security

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

3.8 Fraud and Corruption

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

4. Insurance Provider's Personnel

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

5. Obligations of the Procuring Entity

5.1 Change in the Applicable Law

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

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Interest on Delayed Payments

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

7. Quality Control

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Arbitration if the Insurance Provider is a Kenyan firm

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

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

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

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

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

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

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

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

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right sit may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

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

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	**The Parties to the Contract are:** The Procuring Entity is KENYA PORTS AUTHORITY The Insurance Provider is ____________________ The contract name is PROVISION OF INSURANCE SERVICES
1.4	For **notices**, the Procuring Entity's address shall be: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT** **KENYA PORTS AUTHORITY** **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **KILINDINI MOMBASA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke**
1.6	The Authorized Representatives are: For the Procuring Entity: **THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT** **KENYA PORTS AUTHORITY** **KIPEVU HEADQUARTERS 4TH FLOOR** **FINANCE BLOCK III, DOOR BLK-3.4.3** **KILINDINI MOMBASA** **Phone: +254 (41) 2113600/ 2113999** **E-mail: tenders@kpa.co.ke** For the Insurance Provider: ________________________ *[Name, Postal Address, Email, Telephone Number]*
1.7	Clause is amended to read *''Pursuant to paragraph 2.2(e). of Appendix 1 (Fraud and Corruption) to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to paragraph 2 (a)(v) of Appendix 1 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures)''.*
2.1	The date on which this Contract shall come into effect is 1st February 2026.
2.2	The Commencement date and duration of the insurance cover shall be: Commencement date: 1st February 2026. Completion or Expiry Date: 31st January 2027. Duration of the coverage: Three (3) years commencing 1st February 2026 **NB: 2nd and 3rd year renewal of the insurance covers shall be subject**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	to satisfactory performance within the running year and compliance with IRA practicing certificate for each year (this must be submitted before each renewal)
3.2.3 (c)	After the termination of this Contract, the activities are: Not Applicable ____
3.4	Clause Not Applicable
3.5	Clause Not Applicable
3.6.1	The liquidated damages per day is 0.5% of the claim amount. The date by when the compensation costs should be made is twenty one (21) days of receipt by the insurance provider fully documented claim. The total amount of liquidated damages shall not exceed 60% of the claim amount.
5.1	This clause is amended to read as follows: *''If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties''.*
6.2 – 6.3	Contract Price is ____________________________ The price shall be made in one lump sum for each year of the insurance cover. The prices quoted by the Tenderer ***"shall not"*** be subject to adjustment during the performance of the Contract except as provided under clause 2.3 and 5.1 of GCC.
6.4	Clause Not Applicable.
8.2	Clause deleted.
8.3	Clause deleted.
8.4	Clause deleted.

APPENDIX TO THE CONTRACT

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

BENEFICIAL OWNERSHIP DISCLOSURE FORM

Tender Reference No.:_______________________________

Name of the Tender Title/Description:_____________________

Name of Procuring Entity______________________________

In response to the requirement in your notification of award dated____to furnish additional information on beneficial ownership: We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights, a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
1.	Full Name		Directly----------- % of shares Indirectly----------- % of shares	Directly… …………..% of voting rights Indirectly----------% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or	1. Exercises significant influence or control over the Company body of the Company (tenderer**)** Yes -----No---- 2. Is this influence or control exercised
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					
	Date of					

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

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

I) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

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

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

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

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

Name of the Tenderer: ....
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ....
Designation of the person signing the Tender: ....
Signature of the person named above: ....
Date:.......................
..

Bidder Official Stamp