



East African Portland
Cement Co. Ltd

Holding Life Together

**TENDER DOCUMENT FOR
PROVISION OF INSURANCE BROKERAGE
SERVICES**

TENDER NO. EAPC/OT/205/ 2019

**SUBMISSION DEADLINE: FRIDAY, 8TH NOVEMBER 2019 AT
12.00 NOON**

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SECTION I – INVITATION TO BID

PROVISION OF INSURANCE BROKERAGE SERVICES

- 1.1 The East African Portland Cement PLC, one of the leading Cement manufacturing Companies in Kenya, Intends to engage the services of competent Insurance brokers to undertake the following services:
- i.** Advise the Company on the appropriate insurance protection for their insurable interests.
 - ii.** Obtain premium quotations from reputable insurance underwriters
 - iii.** Study and negotiate the terms of the insurance contracts to suit the requirements of the Company.
 - iv.** Obtain the requisite debit notes.
 - v.** Obtain the policy documents, review, negotiate on coverage with the insurer and submit them to the Company
 - vi.** Handle insurance claims
 - vii.** Advise the Company on all aspects of risk management.
- 1.2 The detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.
- 1.3 A complete set of Bid documents can be downloaded from the company website and IFMIS portal free of charge. Candidates who are not in a position to download can obtain a hard copy by paying a non-refundable fee of Kenya Shillings 1,000 (one Thousand Kenya Shillings only) in cash or Bankers cheque payable to East African Portland cement PLC.
- 1.4 Interested eligible candidates may obtain further information from the Bid documents or contact the Procurement Office, East African Portland Cement PLC, off Namanga Road Athi River, during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.5 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Bid Box located at the Customer Care office next the main entrance, East African Portland Cement Company PLC, Off Namanga Road, Athi River, **P O Box 20-00204, Athi River, Kenya; Tel: 254-709 855 000** so as to be received on or before **November 8th 2019** at 12.00 Noon
- 1.6 Prices quoted shall clearly show if all taxes are exclusive or inclusive; and be in Kenya Shillings. They shall remain valid for a period of One year from the date of the award and shall not be subject to any variation or change during the period of cover.
- 1.7 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at East African Portland Cement PLC customer care room.
- 1.8 All bids shall be accompanied by **a bid security from the bank** of not less than **KES1,000,000/=** (One Million Kenya shillings).
- 1.9 The East African Portland Cement PLC reserves the right to accept /reject all or part of the Bids and is bound to give reasons for doing so.

For: Managing Director

The East African Portland Cement PLC

Off Namanga Road,

P O Box 20-00204

Athi River, Kenya.

Tel. 254-709 855 000 : E-mail: info@eapcc.co.ke Website: www.eastafricanportland.com

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

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

2.2 Cost of Bidding

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.3 The Bid Document

- 2.3.1. The Bid document comprises the documents:
 - (i) Instructions to Bidders
 - (ii) Schedule of requirements
 - (iii) Bid Form and Price Schedules
 - (iv) Bid Security Form
 - (v) Performance Security Form
 - (vi) Confidential Business Questionnaire
- 2.3.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all information required by the Bid documents or to submit a Bid not substantially responsive may result in the rejection of its Bid.

2.4 Clarification of Documents

- 2.4.1. A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than three (3) days prior to the deadline for the submission of Bids, Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bid document.
- 2.4.2. These clarifications may be sent to:

Manager - Supply Chain
The East African Portland Cement PLC
Off Namanga Road,
P O Box 20-00204
Athi River, Kenya.
Tel. 254-709 855 000
Email: ngala.oloitip@eapcc.co.ke; catherine.otido@eapcc.co.ke

2.4.3. The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

2.5 Amendment of Documents

2.5.1. At any time prior to the deadline for Bid submission, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid document.

2.5.2. All prospective candidates that have received the Bid documents will be notified of the amendment in writing or through website or by post and will be binding on them.

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

2.6 Language of Bid

2.6.1. The Bid prepared any correspondences and documents relating to the Bid document shall be written in English language, any printed literature furnished by the Bidder written in another language shall be accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.7 Documents Comprising of Bid

2.7.1. The Bid prepared by the Bidders shall comprise the following components

- a) A Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b) Documentary evidence established in accordance with paragraph 2.1.3 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- c) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- d) Bid security furnished in accordance with paragraph 2.13

2.8 Bid Forms

2.8.1. The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.9 Bid Prices

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

2.10 Bid Currencies

- 2.10.1. Prices shall be quoted in Kenya Shillings or any other currency easily convertible to Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

2.11 Bidders Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Company's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.
- 2.11.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a Bidder not operating within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya or provide prove that contract performance will not be affected, disruption will lead to penalties equivalent to the loss realized by the procuring entity.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security of **Kshs.1,000,000**
- 2.12.2 The tender security is required to protect East African Portland Cement PLC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The Tender Security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a cash deposit, bank guarantee or a bank draft issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the Tender, as stipulated under Clause 2.13 below.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.2 shall be rejected by the Company as non-responsive, pursuant to paragraph 2.20.5
- 2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29.
 - (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13 Bid Security

- 2.13.1. The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.
- 2.13.2. The Bid security shall be from a reputable bank of not less than KES 1,000,000/= (One million Kenya Shillings) only or an equivalent amount in any other eligible currency
- 2.13.3. The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.13.4. The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee issued by a reputable bank located in Kenya or abroad in the form provided in the Bid documents and valid for thirty (30) days beyond the validity of the Bid i.e. 120 days from the date of Bid submission. **NO INSURANCE BID SECURITY SHALL BE ACCEPTED FOR THIS PROCUREMENT.**
- 2.13.5. Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected on the basis of non responsiveness, pursuant to paragraph 2.12
- 2.13.6. Bid security(s) of unsuccessful bidders will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring entity.
- 2.13.7. Bid security(s) of successful bidders will be discharged upon Bidder signing the contract, pursuant to paragraph 2.31 and furnishing the performance security, pursuant to paragraph 2.32
- 2.13.8. The Bid security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity as specified by the procuring entity on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with paragraph 2.31
 - Or
 - (ii) to furnish performance security in accordance with paragraph 2.32

2.14 Validity of Bids

- 2.14.1. Bids shall remain valid for 90 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.13. A Bid valid for a shorter period shall be rejected by the Procuring entity and treated as non responsive.
- 2.14.2. In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.15 Format and Signing of Bid

- 2.15.1. The bidding entity shall prepare three (3) copies of the Bid, clearly marking each "ORIGINAL BID", "COPY OF BID "A", and "COPY OF BID "B", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.15.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature shall be initiated by the persons or persons signing the tender and stamped.
- 2.15.3. The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.16 Sealing and Marking of Bids

2.16.1. The Tenderer's shall submit proposals of both Technical and Financial proposals combined (one envelop)

- 2.16.2. The envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- 2.16.3. If the outer envelope is not sealed and marked as stipulated in clause 2.16.4 the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.
- 2.16.4. The envelopes shall bear the tender number and addressed as indicated below:

**TENDER No: EAPC/OT/205/2019; PROVISION OF INSURANCE BROKERAGE SERVICES;
DO NOT OPEN BEFORE; NOVEMBER 8th 2019 AT 1200 NOON.**

ADDRESSED TO:

**MANAGER -SUPPLY CHAIN
EAST AFRICAN PORTLAND CEMENT PLC
P.O. BOX 20 -00204
ATHI RIVER -KENYA**

- 2.16.5. The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope.

2.17 Deadline for Submission of Bids

- 2.17.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.16.4 no later than **12 Noon –November 8th ,2019**
- 2.17.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.5, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18 Modification and Withdrawal of Bids

- 2.18.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring entity prior to the deadline prescribed for submission of Bids.
- 2.18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.18. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- 2.18.3 No Bid may be modified after the deadline for submission of Bids.
- 2.18.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.13.8
- 2.18.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.19 Opening of Bids

- 2.19.1. The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend; at the said time and location specified in the Bid document in the presence of Bidders' representatives who are presence shall sign a register evidencing their attendance.
- 2.19.2. The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and the presence or absence of requisite Bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.19.3. The Procuring entity will prepare minutes of the Bid opening.

2.20 Clarification of Bids

- 2.20.1 To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.20.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.21 Preliminary Examination

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

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

2.21.3. The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.

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

2.21.5. If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.21.6. The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.22 Conversion to Single Currency

2.22.1. Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of Bid closing provided by the Central Bank of Kenya.

2.23 Evaluation and Comparison of Bids

STEP ONE

2.23.1. Preliminary evaluation of Tenders Submitted

The evaluation committee shall first conduct a preliminary evaluation to determine whether

- (a) The tender has been submitted in the required format;
- (b) The tender security submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so;
- (d) The required number of copies of the tender has been submitted;
- (e) The tender is valid for the period required; and

2.23.2. Statutory/Mandatory Requirement

- 1. Bid Bond of Kshs.1,000,000.00 from a reputable bank valid for 120 days from the date of tender opening
- 2. The broker must have been in existence for a period for more than five (5) years.
- 3. Valid Tax Compliance Certificate 2019
- 4. Certificate of Incorporation
- 5. Current AIBK Certificate 2019
- 6. Current IRA Certificate/ License 2019
- 7. CR 12 form

Tenders that do not satisfy any of the above requirements (clause 2.23.2) shall be rejected.

STEP TWO

2.23.3. Technical requirements

(a) **Staff Qualification (15 Points)**

- (i) The Tenderer should have a minimum of three professional staff, minimum qualification being a Bachelor of Commerce-Insurance option (or equivalent) and an Associate of the Chartered Insurance Institute. (Each 2 points = 6 points)
- (ii) The Principal Officer must possess the experience, academic and professional qualifications set out below (6 points):
 - ◆ At least ten years experience in senior management in the insurance industry (3 points, prorated for less) and;
 - ◆ Minimum academic qualification of a University degree and Associate of the Chartered Insurance Institute or equivalent (3 points).
- (iii) Appoint dedicated staff member to serve EAPCC and forward their CV detailing professional qualification and work experience (3 points)

(b) **Firm's Past Experience and Business support – (70 points)**

- I. The Tenderers must have serviced at least 10 corporate clients in the last 5 years whose annual premium is at least **Kshs. 20 million** each and have serviced for more than a year. (Attach copies of letters of contract award) and provided as Appendix (**5 points**)
- II. **Professional Indemnity Cover (3 points)**

Brokers shall be expected to have a Professional Indemnity cover with a limit of not less than **Kshs. 50 million**.

A copy of the current policy document must be attached as Appendix. The policy should be valid for the period of the tender validity and if awarded the contract, remain so for the term of the policy (2 points). Firms with higher levels of cover will be given 1 extra point.

Compensation shall be claimed against this cover if the Broker fails to perform any of its obligations or provides services failing below the standard set out therein or is in breach of any of its material obligations under the contract

III. **Premium Turnover (5 points)**

The Broker shall submit documentary evidence indicating that their Premium Turnover over

the last two years was at least **Kshs.400 million** per year and submitted as Appendix. The Appendix should be certified by the Principal Officer and the firm's Auditor. The information should include a list of accounts constituting the declared turnover. The Procuring Entity reserves the right to verify this information with the Tenderer's clients. Tenderers shall also submit as part of their tenders their audited financial statements for the last two financial years attached to these documents as Appendix. The points shall be graduated as follows <50m – 0pts, 50m – 100m – 1pts, 100m – 200m – 2pts, 200m-300m – 3pts, 300-400m – 4 pts, >400m – 5pts

IV. Business support (3 points)

- a) The Brokers financial stability (liquidity ration of 2:1) – 3 points

V. Evidence of claims handling capability and servicing (22 points)

- a) The Broker shall submit documentary evidence indicating their claims handling capability. The claims should be of non-motor and non-life nature. (3 points)
- b) The Broker shall submit their claims turnaround times. (1 point)
- c) The broker shall submit their turnaround times inclusive of the service calendar for the year detailing risk management that they will carry throughout the policy year (1 point)
- d) Demonstrate the processes that are in place to ensure personnel changes do not create management problems for you in continuing to provide your broking service to the EAPCC (your response should consider team stability, capacity, availability, number of clients, ability to build relationships, client retention rate, relationship resolution and complaints management). (3 points)
- e) Provide an example of a management report you provide to a similar client which shows how you monitor the delivery of your pre-agreed service standards. (1 point)
- f) Describe how you will manage the day to day broking activities of this account should your submission be successful (your response should consider the likes of documentation, contact, target response times, dealing with requests for information/enquiries, document checks, advisory and technical bulletins) (4 point)
- g) Calculation, error checking and reporting of all premiums (1 point)
- h) Identification, assessment and monitoring of the suitability, financial standing and security of insurers and provide advice to the EAPCC and take action as appropriate (3 point)
- i) Placing of cover with insurers in accordance with the EAPCC's instructions - Provide ongoing service and liaison with the EAPCC's insurers where appropriate as required (2 point)
- j) Monitoring the service standards of the EAPCC's insurers including the insurer's claims service. (2 point)
- k) Attendance at responsive meetings with insurers if required (1 point)

VI. Demonstrate capacity to offer risk management services (3 points)

VII. Value added service rendered with evidence of having conducted the same to at least three clients. (5 points)

VIII) Financial Strength, experience, and Audited Accounts of the recommended Underwriter (24 points)

1. Registered with commissioner of insurance 2018 (2 Points)
2. Has annual gross premium of Kshs.500 million (excluding motor business) with paid up capital of at least Kshs.300 million (2 Points), **this should be in form of a one pager duly signed and stamped by the CEO.**
3. A list of ten (20) reputable clients with their total premium for the previous year (2 Points), **this should be in form of a one pager duly signed and stamped by the CEO.**
4. Should have been in existence for at least five (5) years (3 points).
5. Copies of the audited accounts of the proposed underwriters for the last two years (i.e. between year 2018 and 2017) - (1 points).
6. Reinsurance Cover (9 points) - The underwriter must have a Reinsurance policy in place from a well known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach copy of the reinsurance treaty.
7. The broker shall submit documentary evidence indicating that the insurer fronted has a good recent claims payment history (over Kes. 50m). This should be in form of a table as below signed by the Claims Manager: (5 points)

	Client	Insurance Policy	Claim	Claim Amount	Claim Notification Date	Claim Settlement Date
1.						
2.						
3.						
4.						
5.						

The above should be provided as part of the Tenderer's bid document.

Technical Tender Evaluation Criteria

Technical evaluation:

The tender evaluation criterion is as follows;

Criteria	Maximum Scores	Cut off Scores
Tender Responsiveness	Mandatory	Requirement
Staff Qualification	15	10
Firm's Past Experience and Business support	70	60
Totals	85	70

Financial evaluation:

Bidders who qualify at the technical stage (**70 and above**) will have their financial bids evaluated.

Price comparison will be conducted and the **lowest most responsive (review of exclusions/deductibles, special extensive clauses, premium)** from among the bidders who have passed the technical evaluation will be considered for award of the insurance policy evaluated.

2.24 Post-qualification

- 2.24.1 East African Portland Cement PLC will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Company deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Company will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 East African Portland Cement PLC will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.26. Right to accept or Reject Tenders

2.26.1 East African Portland cement PLC reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Company's action. If the Company determines that none of the tenders is responsive, it shall notify each tenderer who submitted a tender.

2.26.2 East African Portland Cement PLC shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

2.27. Preference

2.27.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

2.28. Contacting the Procuring entity

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

2.28.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

2.29. Award of Contract

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

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

(b) **Award Criteria**

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

Awards shall not be subject to appeals

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

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

(d) **Procuring entity's Right to accept or Reject any or All Bids**

The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action

2.30. Notification of Award

2.30.1 Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid has been accepted.

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

2.32.1. Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

2.31. Signing of Contract

2.31.1. At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form detailing contract format.

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

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

2.31.4. All payments to the successful bidder shall be by letter of credit

2.32. Performance Security

2.32.1. Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of

Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

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

2.33. Corrupt or Fraudulent Practices

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

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish
- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) ‘Collusive Practice’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and
- (iv) ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

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

2.32.3. Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in EAPCC future procurements.

APPENDIX TO INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS
2.1.1	<p>3.4. CONDITIONS TO BE MET BY THE NOMINATED INSURANCE COMPANY</p> <p>3.4. Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.</p> <p>3.5. Must have done an average annual gross premium of Kshs.500 million under General Insurance business (excluding motor vehicle portfolio) in the preceding two years i.e. 2018 & 2017.</p> <p>3.6. Must have paid up capital of at least Kshs.300 million.</p> <p>3.7. Must submit copies of the audited accounts for the previous two (2) years (2018 & 2017).</p> <p>3.8. Must submit current copies of the following documents;</p> <ul style="list-style-type: none"> (a) PIN Certificate (b) Tax Compliance Certificate (c) NHIF Compliance Certificate (d) NSSF Compliance Certificate (e) Certificate of Registration/Incorporation <p>3.9. A valid Association of Kenya Insurance (AKI) membership certificate.</p> <p>3.10. Must provide reference letters from previous clients indicating that the provider has been settling claims on time.(Providers Must indicate the nature of the claim)</p> <p>3.11. Must provide curriculum vitae of claims manager</p> <p>3.12. Must provide claims turnaround times and claims process flow</p>

SECTION III – SPECIAL CONDITIONS OF CONTRACT

3.0. CONDITIONS THAT MUST BE MET BY THE NOMINATED INSURANCE COMPANY

- 3.0.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 3.0.2 Must have done an average annual gross premium of **Kshs.500** million under General Insurance business (excluding motor vehicle portfolio) and in the case of life business an annual turnover of at least Kshs.150 million (excluding pension) and a life fund of at least 300 million in the preceding two years i.e. 2018 & 2017.
- 3.0.3 Must have paid up capital of at least Kshs.300 million.
- 3.0.4 Must submit copies of the audited accounts for the previous two (2) years (2018 & 2017).
- 3.0.5 Must submit current copies of the following documents;
 - (f) PIN Certificate
 - (g) Tax Compliance Certificate
 - (h) NHIF Compliance Certificate
 - (i) NSSF Compliance Certificate
 - (j) Certificate of Registration/Incorporation
- 3.0.6 Association of Kenya Insurance (AKI) membership certificate.

SECTION IV - SCHEDULE OF REQUIREMENTS

Notes

1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed proposals for the insurance services they intend to provide.
2. Tenderers must indicate whether the insurance services offered comply with specified requirements.
3. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The Company reserves the right to reject the insurance services proposed, if such deviations shall be found to adversely affect the use of such services.
4. Tenderers will be required to provide a summary of the quotations, which should take the format of the appended forms Cover Summaries and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies. The space provided in the format should however not be a constraint to the amount of information that tenderers can submit.
5. Any special requirements in respect to each class of insurance have been provided in the cover summaries. Such requirements must be considered and addressed in the bids.
6. Tenderers will be required to provide a summary of their quotations based on the format of the appended **Price Schedule**.

All premiums should be inclusive of taxes and levies

RISK NOTES

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED			
CLASS OF INSURANCE:	INDUSTRIAL ALL RISKS POLICY			
SUMMARY OF COVER:	Loss of or damage to property insured from any unforeseen cause and compensation for loss of gross profit and/or increased cost of working to avoid or diminish loss of gross profit occasioned by loss or damage to items insured under the material.			
LOCATION:	Any premises owned and/or leased and/or rented by the Insured and/or their Agents.			
INTEREST AND SUM INSURED:	<u>SECTION A – MATERIAL DAMAGE</u>			
		BASIS OF INSURANCE		
			REPLACEMENT	INDEMNITY
	1.0	ATHI RIVER PORTLAND CEMENT PLANT		
		Cement Grinding – Mill 5	2,225,349,000	
		Cement Storage and Packaging	946,950,000	
		Electrical Installations & Process Control	1,368,000,000	
		Raw Material Preparation		285,891,000
		Raw Meal Grinding		417,037,000
		Raw Meal Homogenizing		33,829,000
		Clinker Manufacturing		1,843,364,000
		Cement Grinding – Mill 1,3 & 4		438,404,000
		Pre - Cast Plant (Concrete Paving Blocks Making)		214,055,000
		Coal Plant		611,012,000
		Weighbridge & Others		8,168,000
		Water Supply Systems		12,041,000
		Laboratory Equipment		6,340,000
		Workshops		8,201,000
		Furnace Oil		6,990,000
		Total Athi River Portland Cement Plant	4,540,299,000	3,885,332,000
	2.0	KABINI HILLS QUARRY		
		Processing Plant		39,207,000
		Workshop & Others		44,313,000
		Water Supply Systems		10,039,000
		Laboratory		125,000
		Total Kabini Hills Quarry		93,684,000
3.0	KUNKUR QUARRY			
	Processing Plant		79,867,000	

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED			
CLASS OF INSURANCE:	INDUSTRIAL ALL RISKS POLICY			
	Workshops & Others		681,000	
	Total Kunkur Quarry		80,548,000	
	EAPC PLC PLANT AND MACHINERY(1.0+2.0+3.0)	4,540,299,000	4,059,564,000	
	SUM INSURED (P&M)		8,599,863,000	
	SECTIONS			BASIS OF INSURANCE
			REPLACEMENT	INDEMNITY
	EAPCPLC BUILDINGS			1,300,000,000
	STOCK IN TRADE COMPRISING OF WIP, FINISHED PRODUCT, PACKING MATERIAL INCLUDING FUEL, STOCK OF CEMENT AT VARIOUS DEPOTS & FACTORY, FURNANCE OILS, COAL, FUELAND FUEL TANKS			1,660,000,000
	SUM INSURED			2,960,000,000
	TOTAL SUM INSURED			Kshs.11,559,863,000
	<u>SECTION B – BUSINESS INTERRUPTION</u>			
		DESCRIPTION	SUM INSURED (SHS)	
		1. Claim Preparation Costs	1,000,000	
		2. Gross Profits	4,245,391,500	
	3. 100% payroll basis	2,356,681,934		
	4. Electricity	65,709,541		
	5. Auditor Fees	7,000,000		
	6. Insurance Premium	25,000,000		
	Total Sum Insured	6,700,782,975		
PERIOD OF INDEMNITY:	18 Months			
LIEN CLAUSE:	Kenya Commercial Bank Limited			
EXCESS:	ITEM	EXCESS		
	Material damage & Business Interruption: Kshs. 500,000.00	Kshs. 500,000		
	Earthquake	2% of sum insured Maximum Kshs.5,000,000		
	Stocks-In-Trade comprising raw materials, work-in-progress, finished products, packaging materials, including fuel in various depots and factory spares	Kshs.50,000		

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED		
CLASS OF INSURANCE:	INDUSTRIAL ALL RISKS POLICY		
	Stock of cement at various depots & factory	Kshs. 50,000	
	Furnace Oils, Coal ,Fuel & Fuel Tanks	Kshs. 100,000	
BASIS OF VALUATION:	Reinstatement and indemnity as indicated in section A		
SPECIAL CONDITIONS/CLAUSES:	<p>SECTION A:</p> <ol style="list-style-type: none"> 1. Municipal Plans Scrutiny Fees clause. 2. Temporary Removal of Contents (Internal) clause. 3. Temporary Removal of Contents (External) clause. 4. Designation of Property. 5. Appraisalment Clause Limit – Kshs.50,000,000/=. 6. Fuel and Tanks clause. 7. Lien Clause –Kenya Commercial Bank Limited 8. Alterations and Repairs. 9. Electrical Clause No.3 10. Malicious Damage. 11. Site Sub-Contractors 12. Including Theft Without Forcible Entry and or Exit from the Premises Limit – Kshs.20,000,000/=. 13. Non Validation clause. 14. Debris Removal – Kshs.30,000,000/=. <p>Section B:</p> <ol style="list-style-type: none"> 1. Fines and Damages. 2. Professional Accountants Fees. 3. Contract Price. 4. Professional Fees. 5. Foundation clause. 6. Contract Works clause. 7. 33$\frac{1}{3}$% Business Increase clause. 8. 50% Rebate clause. 9. Suppliers clause : COGEN. 10. Customers clause : COGEN. 11. Public Suppliers clause. 15. Denial of Access 		
SECTION C - ENGINEERING MATERIAL DAMAGE SECTION			
SUMMARY OF COVER:	Sudden and unforeseen damage to machinery from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement		

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED			
CLASS OF INSURANCE:	INDUSTRIAL ALL RISKS POLICY			
INTEREST AND SUM INSURED:		SECTIONS	BASIS OF INSURANCE	
			REPLACEMENT INDEMNITY	
	1.0	ATHI RIVER PORTLAND CEMENT PLANT		
		Cement Grinding – Mill 5	2,225,349,000	
		Cement Storage and Packaging	946,950,000	
		Electrical Installations & Process Control	1,368,000,000	
		Raw Material Preparation		285,891,000
		Raw Meal Grinding		417,037,000
		Raw Meal Homogenizing		33,829,000
		Clinker Manufacturing		1,843,364,000
		Cement Grinding – Mill 1,3 & 4		438,404,000
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		Processing Plant		39,207,000
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		Total Kabini Hills Quarry		93,684,000
	3.0	KUNKUR QUARRY		
		Processing Plant		79,867,000
	Workshops & Others		681,000	
	Total Kunkur Quarry		80,548,000	
	EAPC PLC PLANT AND MACHINERY(1.0+2.0+3.0)	4,540,299,000	4,059,564,000	
	SUM INSURED (P&M)	8,599,863,000		
BASIS OF VALUATION:	Reinstatement and indemnity.			
LIEN CLAUSE:	Kenya Commercial Bank Limited			
POLICY ENDORSEMENTS REQUIRED:	<ol style="list-style-type: none"> 1. Cover for refractory materials in the kiln, cyclone 2. Cover for conveyor belts and chains 3. Delay in Repair - The insurer shall, within the agreed maximum indemnity period, be liable for a period not exceeding four weeks for any loss of interest insured resulting from a delay in repair or replacement of lost or 			

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED																
CLASS OF INSURANCE:	INDUSTRIAL ALL RISKS POLICY																
	<p>damaged property insured of foreign make, where such delay results from import or export restrictions, customs regulations, currency restrictions or any other regulations imposed by any government or public authority</p> <ol style="list-style-type: none"> 4. Failure of Public Power, Water, Gas or Steam Supply 5. Escalation clause. 6. Expediting Expenses upto Kshs. 5,000,000 7. Stand-by clause. 8. Lifts and Cranes. 9. Explosion Extension. 10. Flue Gas Explosion. 11. Own Surrounding Property Cover. 12. Lien Interests –Kenya Commercial Bank; 																
SECTION D - MACHINERY BREAKDOWN LOSS OF PROFITS COVER																	
SUMMARY OF COVER:	Compensation for loss of gross profits and/or increased cost of working incurred to avoid or diminish loss of profit occasioned by loss or damage to items insured under the Machinery Breakdown policy.																
INTEREST AND SUM INSURED:	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>SUM INSURED (SHS)</th> </tr> </thead> <tbody> <tr> <td>1. Claim Preparation Costs</td> <td>1,000,000</td> </tr> <tr> <td>2. Gross Profits</td> <td>4,245,391,500</td> </tr> <tr> <td>3. 100% payroll basis</td> <td>2,356,681,934</td> </tr> <tr> <td>4. Electricity</td> <td>65,709,541</td> </tr> <tr> <td>5. Auditor Fees</td> <td>7,000,000</td> </tr> <tr> <td>6. Insurance Premium</td> <td>25,000,000</td> </tr> <tr> <td>Total Sum Insured</td> <td>6,700,782,975</td> </tr> </tbody> </table>	DESCRIPTION	SUM INSURED (SHS)	1. Claim Preparation Costs	1,000,000	2. Gross Profits	4,245,391,500	3. 100% payroll basis	2,356,681,934	4. Electricity	65,709,541	5. Auditor Fees	7,000,000	6. Insurance Premium	25,000,000	Total Sum Insured	6,700,782,975
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Total Sum Insured	6,700,782,975																
LIEN CLAUSE:	Kenya Commercial Bank Limited																
INDEMNITY PERIODS:	18 Months																
TIME EXCESS:	NIL																
SPECIAL CONDITIONS/CLAUSES	<ol style="list-style-type: none"> 1. Alternative Trading clause. 2. Return Premium clause – 50%. 3. Prolongation clause. 4. Professional Accountants clause. 5. Business Increase clause <ul style="list-style-type: none"> • Upward 25% • Downward 50% 6. Payment on Account clause. 7. Departmental clause. 8. Accumulation of Stocks clause. 9. Declaration of Gross Profit Earned and Deposit Premium Adjustment. 																

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED
CLASS OF INSURANCE:	ELECTRONIC EQUIPMENT INSURANCE

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED																		
CLASS OF INSURANCE:	ELECTRONIC EQUIPMENT INSURANCE																		
SUMMARY OF COVER:	Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest, dismantling or reassembly for maintenance, movement or repair.																		
LOCATION:	Kenya																		
INTEREST AND SUM INSURED:	<table border="1"> <thead> <tr> <th></th> <th>DESCRIPTION</th> <th>Sum Insured KSHS.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Desktop Computers and Accessories (UPS)</td> <td>25,000,000</td> </tr> <tr> <td>2.</td> <td>All medical equipment in the dispensary and laboratory including digital cameras, vibration analysis equipment, infra-red cameras and microscopes and associated items in all locations where operations are carried out.</td> <td>42,000,000</td> </tr> <tr> <td>3.</td> <td>Network Equipment</td> <td>30,000,000</td> </tr> <tr> <td>4.</td> <td>CISCO IP Phones</td> <td>5,000,000</td> </tr> <tr> <td></td> <td></td> <td>102,000,000</td> </tr> </tbody> </table> <p>THE SUMS INSURED ARE ON REPLACEMENT COST – NEW PRICE FOR THE OLD EQUIPMENT</p>		DESCRIPTION	Sum Insured KSHS.	1.	Desktop Computers and Accessories (UPS)	25,000,000	2.	All medical equipment in the dispensary and laboratory including digital cameras, vibration analysis equipment, infra-red cameras and microscopes and associated items in all locations where operations are carried out.	42,000,000	3.	Network Equipment	30,000,000	4.	CISCO IP Phones	5,000,000			102,000,000
	DESCRIPTION	Sum Insured KSHS.																	
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3.	Network Equipment	30,000,000																	
4.	CISCO IP Phones	5,000,000																	
		102,000,000																	
EXCESS:	Nil																		
BASIS OF VALUATION:	Replacement																		
SPECIAL CONDITIONS / CLAUSES:	<ol style="list-style-type: none"> 1. Including Fire, Lightning. 2. Including Flood, Earthquake, Subsidence or Windstorm. 3. Including transit cover extension 4. Automatic Reinstatement of Loss. 5. Expediting Expenses – Limit 25% of Repair Cost. 6. Including Theft/Burglary. 7. Riot, Strike ad Civil Commotion. 8. Automatic Additions / Deletions clauses. 9. Clearing of Debri – Kshs.100,000/=. 10.New Replacement Value 11.Notice of Cancellation – 30 days. 12.Express Freight Charges cover. 13.External Data Media Section 14.Increased Cost of Working Section 																		

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED	
CLASS OF INSURANCE:	BURGLARY INSURANCE	
SUMMARY OF COVER:	Loss of or damage to property insured by burglary following violent and/or forcible entry or exit from premises insured.	
INTEREST AND SUM INSURED:	ITEM DESCRIPTION	SUM INSURED (KSHS)
	On Stocks and Materials in Trade including All Other Contents of every description	30,000,000
	First Loss Sum Insured	10,000,000
BASIS OF VALUATION:	Nil	
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Automatic Reinstatement of Loss clause. 2. All Other Contents clause – Kshs.10,000/= <ol style="list-style-type: none"> a) Money and Stamps not otherwise specifically insured. b) Documents, Manuscripts and Business Books but only for their value as stationery. c) Pattern, Model, Moulds, Plans and Design. d) Employees Pedal Cycles, Clothing, Tools and other Personal Effects – any one employee. 3. Strike, Riot and Civil Commotion extension. 4. Cancellation (30 days) clause. 5. Damage to Buildings / Premises. 6. Definition of Premises to include Leased or Rented. 7. Goods Held in Trust or on Commission. 8. Loss due to Violence to Employees / Guards. 9. Other Tenants clause. 10. Property Stored in the Open – Kshs.500,000/= 11. Reinstatement of Value clause – 3 years old. 12. Special Perils A – H. 13. Temporary Removal Within and Without. 	

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED																		
CLASS OF INSURANCE:	ALL RISKS																		
SUMMARY OF COVER:	Physical loss or damage to the specified property arising from any cause not excluded by the policy.																		
INTEREST AND SUM INSURED	<p>Miscellaneous office machinery and equipment including factory equipment, training, medical centre and laboratory equipment of each and every description and mobile, radio equipment including the below items and all other items not covered under the Industrial All Risks and Computer policies.</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>No.</th> <th>SUM INSURED (SHS)</th> </tr> </thead> <tbody> <tr> <td>1. Mobile phones, tablets and IPADS</td> <td>41</td> <td>2,500,000</td> </tr> <tr> <td>2. Portable Computer Equipment, Tax Registers, Scanners Including PDA's (On Replacement Basis), Camera's, projectors</td> <td>136</td> <td>112,000,000</td> </tr> <tr> <td>3. Radio/Communication equipment with security personnel</td> <td>20</td> <td>200,000</td> </tr> <tr> <td>4. Personal Effects and Tools of Directors and Employees whilst travelling anywhere in the World.</td> <td></td> <td>1,000,000</td> </tr> <tr> <td>TOTAL SUM INSURED</td> <td></td> <td>49,980,517</td> </tr> </tbody> </table> <p>THE SUMS INSURED ARE ON REPLACEMENT COST – NEW PRICE FOR THE OLD EQUIPMENT</p>	DESCRIPTION	No.	SUM INSURED (SHS)	1. Mobile phones, tablets and IPADS	41	2,500,000	2. Portable Computer Equipment, Tax Registers, Scanners Including PDA's (On Replacement Basis), Camera's, projectors	136	112,000,000	3. Radio/Communication equipment with security personnel	20	200,000	4. Personal Effects and Tools of Directors and Employees whilst travelling anywhere in the World.		1,000,000	TOTAL SUM INSURED		49,980,517
DESCRIPTION	No.	SUM INSURED (SHS)																	
1. Mobile phones, tablets and IPADS	41	2,500,000																	
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3. Radio/Communication equipment with security personnel	20	200,000																	
4. Personal Effects and Tools of Directors and Employees whilst travelling anywhere in the World.		1,000,000																	
TOTAL SUM INSURED		49,980,517																	
EXCESS:	Nil																		
BASIS OF VALUATION:	REPLACEMENT																		
GEOGRAPHICAL AREA:	Kenya but Worldwide for laptops, mobile phones, cameras, ipads/tablets.																		
POLICY ENDORSEMENTS REQUIRED:	<ol style="list-style-type: none"> 1. Waiver of Averaging Clause 2. Waiver for requirement to provide purchase invoices/ receipts for lost/stolen/un-repairable equipment. . 																		

NAME:	EAST AFRICA PORTLAND CEMENT COMPANY LIMITED	
CLASS OF INSURANCE:	MOBILE PLANT ALL RISKS INSURANCES	
SUMMARY OF COVER:	Physical loss or damage to the specified property arising from any cause not excluded by the policy.	
INTEREST AND SUM INSURED	DESCRIPTION	SUM INSURED (SHS)
	1. Plant owned/leased/hired and held in trust in all areas where the company operations are carried out within the Republic of Kenya	1,361,076,853
	TOTAL SUM INSURED	1,361,076,853
BASIS OF VALUATION:	REPLACEMENT – Appendix 2	
GEOGRAPHICAL AREA:	Kenya.	
SPECIAL CONDITIONS / CLAUSES:	<ol style="list-style-type: none"> 1. Cover for loss or damage due to strike, riot and civil commotion 2. Cover for malicious damage 3. Cover for inland transport 4. Cover for drilling rigs and bits and loss of or damage to cutting edges tools 5. Cover for hired plant - compensation for loss of or damage to hired-in plant whilst in the Insured's custody or under his control at any situation in the Kenya and whilst in transit (other than by sea or air) between such situations 6. Cover for continuing hire charges in consequence of loss or damage covered to the hired plant at a rate of Kshs. 8,000 per hour for a period of up to 6months 7. Cover for hired out plant 	
EXCESS	10% Each and Every Loss Maximum Kshs. 100,000/=	

NAME:	EAST AFRICAN PORTLAND CEMENT PLC
CLASS OF INSURANCE:	MONEY INSURANCE

NAME:	EAST AFRICAN PORTLAND CEMENT PLC																				
CLASS OF INSURANCE:	MONEY INSURANCE																				
SUMMARY OF COVER:	Indemnity against the risk of loss of money which means and includes cash, and/or currency notes occasioned by robbery or theft or any other cause whatsoever whilst in transit or whilst on the premises as described in the policy.																				
DEFINITION OF MONEY:	Cash, Bank and Currency Notes, Cheques, Bankers Drafts, Money Orders, Unused Postage, Revenue and NHIF Stamps and Cards and other negotiable instruments including unexpended units of Franking Machines.																				
INTEREST AND SUM INSURED:	<table border="1"> <thead> <tr> <th>DETAILS</th> <th>SUM INSURED (KSHS)</th> </tr> </thead> <tbody> <tr> <td>1. Cash in Transit Until Paid Out</td> <td>5,000,000</td> </tr> <tr> <td>2. Cash in Premises During Office Hours</td> <td>4,000,000</td> </tr> <tr> <td>3. Cash in Locked Safe and/or Strong room</td> <td>3,000,000</td> </tr> <tr> <td>4. Cash in Locked Cash Box in Locked Drawer</td> <td>200,000</td> </tr> <tr> <td>5. Cash in Custody of Senior Staff</td> <td>N/A</td> </tr> <tr> <td>6. Loss or Damage to Safes and Strong rooms</td> <td>900,000</td> </tr> <tr> <td>7. Contents of franking machine</td> <td>90,000</td> </tr> <tr> <td>ESTIMATED ANNUAL CARRY</td> <td>96,000,000</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	DETAILS	SUM INSURED (KSHS)	1. Cash in Transit Until Paid Out	5,000,000	2. Cash in Premises During Office Hours	4,000,000	3. Cash in Locked Safe and/or Strong room	3,000,000	4. Cash in Locked Cash Box in Locked Drawer	200,000	5. Cash in Custody of Senior Staff	N/A	6. Loss or Damage to Safes and Strong rooms	900,000	7. Contents of franking machine	90,000	ESTIMATED ANNUAL CARRY	96,000,000		
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7. Contents of franking machine	90,000																				
ESTIMATED ANNUAL CARRY	96,000,000																				
GEOGRAPHICAL AREA :	Kenya.																				
BASIS OF VALUATION:	Cash - Indemnity Safe - Reinstatement																				
EXCESS:	10% of claim amount; Maximum Kshs.10,000/=																				
SPECIAL CONDITIONS:	<ol style="list-style-type: none"> Cover following loss by Fire, Explosion and Earthquake. Riot, Strike and Civil Commotion. Personal Accident / Assault of employees limit – Kshs.500,000/= per individual. Infidelity of employees discovered within 3 (three) working days. Cost of replacement of lost safe keys. Hold-up clause. 																				

NAME:	EAST AFRICAN PORTLAND CEMENT PLC/ EAST AFRICAN SPORTS CLUB
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CLASS OF INSURANCE:	FIDELITY GUARANTEE INSURANCE	
SUMMARY OF COVER:	Indemnity against loss of money and/or stock caused by fraud or dishonesty of the insured employees.	
POSITIONS COVERED:	OCCUPATION	NUMBER OF EMPLOYEES
	1. Management / Executive Employees	13
	2. Other Employees Including ICT	420
LIMITS OF LIABILITY:	DESCRIPTION	LIMITS OF LIABILITY KSHS
	1. Any One Person	20,000,000
	2. Any One Event	200,000,000
	3. Any One Year	300,000,000
GEOGRAPHICAL AREA:	Kenya	
EXCESS:	2.5% Each and Every Loss; Maximum Kshs.100,000	
EXTENSIVE CLAUSES:	<ol style="list-style-type: none"> 1. Discovery Period – <ul style="list-style-type: none"> • 18 months after termination of employment or • 18 months after lapse of the policy 2. Claims Preparation Cost – Kshs.1,000,000/=. 3. Automatic Reinstatement of Loss. 4. Automatic Additions and Deletions of staff clause. 5. Collusion clause – Kshs.200,000,000/= 6. Waiver of reference clause requirement for employees who have been in employment of the insured for a period of more than 3 years. 7. Waiver of reference letters to be substituted with requirement FOR Certificate of Good Conduct for employees of the insured who have been in employment for a period of less than 3years 	

NAME:	EAST AFRICAN PORTLAND CEMENT PLC / EAST AFRICAN SPORTS CLUB
CLASS OF INSURANCE:	PUBLIC/PRODUCTS LIABILITY INSURANCE
SUMMARY OF COVER:	Public Liability:

NAME:	EAST AFRICAN PORTLAND CEMENT PLC / EAST AFRICAN SPORTS CLUB																					
CLASS OF INSURANCE:	PUBLIC/PRODUCTS LIABILITY INSURANCE																					
	<p>Indemnity against legal liability to Third Parties in respect of accidental death, bodily injury and/or illness and/or loss or damage to property incurred by the insured in the course of the insured's business.</p> <p><u>Products Liability:</u></p> <p>1. Accidental death of or bodily injury (including illness) to any person; and/or</p> <p>2. Accidental loss of or damage to tangible property arising from:</p> <p>a) Anything harmful or defective in any products manufactured, assembled, processed, modified, repaired, serviced, altered, labeled, handled, sold or supplied by or through the Insured in the course of or in connection with the insured's business.</p> <p>b) The defective condition of the containers of such products.</p> <p>The Company will in addition pay;</p> <p>i) All litigation expenses incurred with the written consent of the Company recoverable by any claimant from the Insured and</p> <p>ii) All other costs and expenses incurred with the Company's written consent.</p>																					
GEOGRAPHICAL AREA:	<table border="1"> <thead> <tr> <th>COVER</th> <th>GEOGRAPHICAL AREA</th> </tr> </thead> <tbody> <tr> <td>Products Liability</td> <td>Worldwide, excluding the United States of America and Canada.</td> </tr> <tr> <td>Public Liability</td> <td>Kenya</td> </tr> </tbody> </table>		COVER	GEOGRAPHICAL AREA	Products Liability	Worldwide, excluding the United States of America and Canada.	Public Liability	Kenya														
COVER	GEOGRAPHICAL AREA																					
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TURNOVER	KSHS. 6,300,000,000																					
LIMITS OF LIABILITY:	<table border="1"> <thead> <tr> <th>DETAILS</th> <th>VALUE (KSHS)</th> </tr> </thead> <tbody> <tr> <td>1. General Public Liability Claims:</td> <td></td> </tr> <tr> <td> a) Any One Claim</td> <td>100,000,000</td> </tr> <tr> <td> b) Any One Period of Insurance</td> <td>Unlimited</td> </tr> <tr> <td>2. Food and Drinks Claims:</td> <td></td> </tr> <tr> <td> a. Any One Claim</td> <td>100,000,000</td> </tr> <tr> <td> b. Any One Period of Insurance</td> <td>Unlimited</td> </tr> <tr> <td>3. Products Liability Claims:</td> <td></td> </tr> <tr> <td> a) Any One Claim</td> <td>100,000,000</td> </tr> <tr> <td> b) Any One Period of Insurance</td> <td>Unlimited</td> </tr> </tbody> </table>		DETAILS	VALUE (KSHS)	1. General Public Liability Claims:		a) Any One Claim	100,000,000	b) Any One Period of Insurance	Unlimited	2. Food and Drinks Claims:		a. Any One Claim	100,000,000	b. Any One Period of Insurance	Unlimited	3. Products Liability Claims:		a) Any One Claim	100,000,000	b) Any One Period of Insurance	Unlimited
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EXCESS	NIL																					
POLICY CONDITIONS / CLAUSES:	<ol style="list-style-type: none"> Other Insurances. Cancellation Clause – 30 days. Immediate Notice shall be given in the event of any loss or damage. Breach of Conditions. Cross Liabilities. 																					

NAME:	EAST AFRICAN PORTLAND CEMENT PLC / EAST AFRICAN SPORTS CLUB
CLASS OF INSURANCE:	PUBLIC/PRODUCTS LIABILITY INSURANCE
	<ul style="list-style-type: none"> 6. Tools of Trade. 7. Employees and Visitors' Property. 8. Subject to annual adjustment on declaration of actual Turnover for Products Liability. 9. Claims Preparation Costs. 10. Movement of Motor Vehicles. 11. Legal Expenses Costs. 12. Tenants Liability. 13. Emergency Medical Expenses. 14. Car Parks. 15. Due Care clause. 16. Jurisdiction clause – Kenya. 17. Tenants Liability. 18. Misrepresentation, Mis-description, Non-disclosure. 19. Product Recall clause. 20. Hold Harmless clause on Products. 21. Marketing Agreements. 22. Property Owners and Managers. 23. Property in Custody of Insured.

NAME:	EAST AFRICAN PORTLAND CEMENT PLC																										
CLASS OF INSURANCE:	GLA/WIBA/GPA/EL																										
SUMMARY OF COVER:	Compensation in respect of illness, natural cause and accidental death, critical illness, disablement as a result of illness, natural and accidental cause and medical expenses, prosthetics incurred as a result of a non-occupational and occupational cause																										
DEFINITION OF EARNINGS:	Basic Salary, including Allowances of a constant nature.																										
BENEFITS:	<table border="1"> <thead> <tr> <th></th> <th>LIABILITY</th> <th>BENEFITS</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Group Life Assurance (Accident, illness & natural causes)</td> <td>Death</td> <td>3 Years' Earnings</td> </tr> <tr> <td>Permanent Disability</td> <td>Total 3 Years' Earnings</td> </tr> <tr> <td>Critical Illness (standalone)</td> <td>40% of S.A max Kshs. 10m</td> </tr> <tr> <td>Last Expense (standalone)</td> <td>Kshs. 200,000</td> </tr> <tr> <td rowspan="6">GPA/WIBA (accidental & occupational illness causes)</td> <td>Death</td> <td>5 Years' Earnings</td> </tr> <tr> <td>Permanent Disability</td> <td>Total 5 Years' Earnings</td> </tr> <tr> <td>Temporary Disability</td> <td>Total Weekly earnings for a maximum of 104 weeks.</td> </tr> <tr> <td>Medical Expenses</td> <td>Kshs.1,500,000/= Per Person Per Incident.</td> </tr> <tr> <td>Occupational Diseases</td> <td>8 Years' Earnings</td> </tr> <tr> <td>Prosthetics/artificial appliances</td> <td>Kshs. 1,000,000</td> </tr> </tbody> </table>			LIABILITY	BENEFITS	Group Life Assurance (Accident, illness & natural causes)	Death	3 Years' Earnings	Permanent Disability	Total 3 Years' Earnings	Critical Illness (standalone)	40% of S.A max Kshs. 10m	Last Expense (standalone)	Kshs. 200,000	GPA/WIBA (accidental & occupational illness causes)	Death	5 Years' Earnings	Permanent Disability	Total 5 Years' Earnings	Temporary Disability	Total Weekly earnings for a maximum of 104 weeks.	Medical Expenses	Kshs.1,500,000/= Per Person Per Incident.	Occupational Diseases	8 Years' Earnings	Prosthetics/artificial appliances	Kshs. 1,000,000
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INSURED LIVES:	All Employees Of The Insured Including But Not Limited To Permanent, Contract And Casuals																										
ESTIMATED EARNINGS:	<table border="1"> <thead> <tr> <th>No. of employees</th> <th>Annual Salary inclusive of allowances of a constant nature (KSHS)</th> </tr> </thead> <tbody> <tr> <td>762</td> <td>1,231,277,166</td> </tr> </tbody> </table>		No. of employees	Annual Salary inclusive of allowances of a constant nature (KSHS)	762	1,231,277,166																					
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ACCUMULATION LIMITS:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>AMOUNT (KSHS)</th> </tr> </thead> <tbody> <tr> <td>a) Any One Life</td> <td>150,000,000</td> </tr> <tr> <td>b) Any One Event</td> <td>300,000,000</td> </tr> <tr> <td>c) Any One Year</td> <td>300,000,000</td> </tr> </tbody> </table>		DETAIL	AMOUNT (KSHS)	a) Any One Life	150,000,000	b) Any One Event	300,000,000	c) Any One Year	300,000,000																	
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c) Any One Year	300,000,000																										
BASIS OF COVER:	Worldwide																										
SPECIAL CLAUSES:	1. Accumulation Limit – Kshs.300,000,000/=. 2. Automatic Additions/Deletions.																										

NAME:	EAST AFRICAN PORTLAND CEMENT PLC
CLASS OF INSURANCE:	GLA/WIBA/GPA/EL
	<ol style="list-style-type: none"> 3. 24 hour cover, duty or pleasure 4. Age Limit – 18 to 70 years. (outside this require medical examination report prior to acceptance at cost of Insurer) 5. Cancellation Notice – 30 Days. 6. Disappearance clause. 7. Drugs exclusion not to apply where drugs are administered by a Medical Practitioner. 8. Exposure clause 9. Motor Cycling up to 750cc. 10. Payment on Account. 11. Riot, Strike and Civil Commotion Extension. 12. Temporary Total Disablement payable in addition to Capital Benefits. 13. Trustees clause. 14. Include legal defense costs authorized by the insurers. 15. Including ambulance and/or transport expenses to and from scheduled appointments due to accident or occupational sickness 16. Including home nursing care (Provided under WIBA) 17. Political Violence and Terrorism extension

NAME:	EAST AFRICAN PORTLAND CEMENT PLC	
CLASS OF INSURANCE:	GROUP PERSONAL ACCIDENT - SENIOR STAFF DEPENDENTS	
SUMMARY OF COVER:	Covering the following persons against accidental death and/or injury in accordance with the benefits specified.	
INSURED PERSONS:	Dependents of the senior staff 80	
GEOGRAPHICAL AREA:	Worldwide	
BENEFITS:	DETAIL	BENEFIT (KSHS)
	Death	Kshs. 4 million
	Permanent Disablement	Total Kshs. 4 million
	Medical Expenses	Ksh. 0.5 million
	Funeral Expenses	Kshs.0.1 million Per Person
CLAIMS NOTIFICATION:	<ul style="list-style-type: none"> As soon as possible but not later than 60 days. Notice should be given after the occurrence of an accident that may give rise to a claim under the policy. 	
SPECIAL CLAUSES:	<ol style="list-style-type: none"> Age limits – from 3 months to 70 years, Air travel as passenger in any standard type licensed aircraft. Riot and Strike extension. Automatic Additions/Deletions. Trustee clause. Disappearance clause. Worldwide limits. Payment on Account. Double Benefits. Including childbirth or pregnancy or other physical causes peculiar to the female sex. Terrorism extension 	

NAME:	EAST AFRICAN PORTLAND CEMENT PLC													
CLASS OF INSURANCE:	MOTOR PRIVATE - COMPREHENSIVE													
SUMMARY OF COVER:	Comprehensive: Indemnity against loss of or damage to and legal liability to third parties arising out of motor private vehicles owned or operated by the Insured.													
INTEREST AND SUMS INSURED:	As per attached schedule – Appendix 1													
LIMITS OF LIABILITY	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>SUM INSURED (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Third Party Property Damage</td> <td>10,000,000</td> </tr> <tr> <td>Third Party Bodily Injury/Death</td> <td>Unlimited</td> </tr> <tr> <td>Passenger Legal Liability:</td> <td></td> </tr> <tr> <td>• Death/Injury to any one Passenger</td> <td>5,000,000</td> </tr> <tr> <td>• A series of claims arising out of any event</td> <td>20,000,000</td> </tr> </tbody> </table>		DETAIL	SUM INSURED (KSHS)	Third Party Property Damage	10,000,000	Third Party Bodily Injury/Death	Unlimited	Passenger Legal Liability:		• Death/Injury to any one Passenger	5,000,000	• A series of claims arising out of any event	20,000,000
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OTHER BENEFITS:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>BENEFIT (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Towing Charges</td> <td>100,000</td> </tr> <tr> <td>Repair Authority</td> <td>50,000</td> </tr> <tr> <td>Medical Expenses</td> <td>30,000</td> </tr> <tr> <td>Radio Cassette</td> <td>50,000</td> </tr> <tr> <td>Windscreen/side mirror</td> <td>Replacement Value</td> </tr> </tbody> </table>		DETAIL	BENEFIT (KSHS)	Towing Charges	100,000	Repair Authority	50,000	Medical Expenses	30,000	Radio Cassette	50,000	Windscreen/side mirror	Replacement Value
DETAIL	BENEFIT (KSHS)													
Towing Charges	100,000													
Repair Authority	50,000													
Medical Expenses	30,000													
Radio Cassette	50,000													
Windscreen/side mirror	Replacement Value													
DRIVERS:	The Insured or any person authorized by the insured and holding a valid Driving License													
GEOGRAPHICAL AREA:	KENYA													
EXCESS:	• NIL													
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Special Perils Cover. 2. Political Violence & Terrorism Extension 3. Strike, Riot and Civil Commotion. 4. Jurisdiction Clause – Kenya. 5. Use by Motor Trader. 6. Legal Liability of Passengers for Acts of Negligence. 7. Unobtainable Parts clause – Comprehensive. 8. Excess protector 9. Agreed value clause (subject to valuation by an approved assessor) 10. No blame no excess payable subject to confirmation by police abstract (Cost of repairs must be above the applicable excess amount for this benefit to qualify) 													

NAME:	EAST AFRICAN PORTLAND CEMENT PLC																						
CLASS OF INSURANCE:	MOTOR COMMERCIAL – COMPREHENSIVE																						
SUMMARY OF COVER:	Comprehensive: Indemnity against loss of or damage to and legal liability to Third Parties arising out of motor commercial vehicles owned or operated by the Insured.																						
INTEREST AND SUM INSURED:	As per attached schedule. – Appendix 1																						
LIMITS OF LIABILITY:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>LIABILITY:</th> </tr> </thead> <tbody> <tr> <td>Third Party Persons</td> <td>Unlimited</td> </tr> <tr> <td>Third Party Property Damage</td> <td>10,000,000</td> </tr> <tr> <td>Passenger Liability</td> <td></td> </tr> <tr> <td>• Any One Claim</td> <td>10,000,000</td> </tr> <tr> <td>• Any One Event</td> <td>50,000,000</td> </tr> <tr> <td>Towing Charges</td> <td>100,000</td> </tr> <tr> <td>Repair Authority</td> <td>100,000</td> </tr> <tr> <td>Medical Expenses</td> <td>150,000</td> </tr> <tr> <td>Radio Cassette</td> <td>50,000</td> </tr> <tr> <td>Windscreen/side mirror</td> <td>Replacement Value</td> </tr> </tbody> </table>	DETAIL	LIABILITY:	Third Party Persons	Unlimited	Third Party Property Damage	10,000,000	Passenger Liability		• Any One Claim	10,000,000	• Any One Event	50,000,000	Towing Charges	100,000	Repair Authority	100,000	Medical Expenses	150,000	Radio Cassette	50,000	Windscreen/side mirror	Replacement Value
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Medical Expenses	150,000																						
Radio Cassette	50,000																						
Windscreen/side mirror	Replacement Value																						
DRIVERS:	Any person authorized by the insured and holding a valid driving license.																						
GEOGRAPHICAL AREA:	EAST AFRICA (but excluding third party liabilities outside Kenya)																						
EXCESS:	• NIL																						
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Riot, Strike and Civil Commotion – Comprehensive. 2. Political Violence & Terrorism Extension 3. Special Perils – Comprehensive. 4. Unobtainable Parts clause – Comprehensive. 5. Use by Motor Trader. 6. Liability of Passengers for Acts of Negligence. 7. Endorsement 19K and 19M. 8. Jurisdiction clause – Kenya. 9. Excess protector 10. Agreed value clause (subject to valuation by an approved assessor) 11. No blame no excess payable subject to confirmation by police abstract (Cost of repairs must be above the applicable excess amount for this benefit to qualify) 																						

NAME:	EAST AFRICAN PORTLAND CEMENT PLC							
CLASS OF INSURANCE:	MOTOR THIRD PARTY ONLY– HEAVY EQUIPMENT & KG PLATE							
SUMMARY OF COVER:	<p><u>Third Party Only:</u></p> <p>Indemnity against legal liability to third parties arising out of use of motor commercial special type owned or operated by the Insured.</p>							
INTEREST AND SUMS INSURED:	As per attached schedule – Appendix 1							
LIMITS OF LIABILITY:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>LIMIT OF LIABILITY (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Third Party Persons</td> <td>Unlimited</td> </tr> <tr> <td>Third Party Property Damage</td> <td>20,000,000</td> </tr> </tbody> </table>		DETAIL	LIMIT OF LIABILITY (KSHS)	Third Party Persons	Unlimited	Third Party Property Damage	20,000,000
DETAIL	LIMIT OF LIABILITY (KSHS)							
Third Party Persons	Unlimited							
Third Party Property Damage	20,000,000							
GEOGRAPHICAL AREA:	Kenya							
EXCESS:	Nil.							
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Jurisdiction clause – Kenya 2. Use by Motor Trader. 3. Immediate Notice shall be given of any occurrence which may give rise to a claim under the policy. 							

NAME:	EAST AFRICAN PORTLAND CEMENT PLC	
CLASS OF INSURANCE:	DIRECTORS AND OFFICERS LIABILITY INSURANCE	
SUMMARY OF COVER:	Indemnity against amounts which the Insured shall become legally liable to pay as compensation including agreed defense costs and expenses resulting from any wrongful act by the Insured in their capabilities and Directors or Officers of the Insured.	
INSURED PERSONS:	All Non-Executive Directors including the Chairman and all Management & Supervisory staff.	
LIMITS OF LIABILITY:	DETAIL	LIABILITY (SHS)
	Any Claim or Occurrence	20,000,000
	All Claims in Aggregate	50,000,000
EXCESS/DEDUCTIBLES:	NIL	
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Representation at Investigations and Examinations. 2. Outside Directorships. 3. New Subsidiaries. 4. 12 months Discovery Period following non-renewal of the policy. 5. Notice and Authority. 6. Immediate Notice of any circumstances which may give rise to a claim under the policy will be given in writing or by facsimile to the Insurer. 	

NAME:	EAST AFRICAN PORTLAND CEMENT PLC							
CLASS OF INSURANCE:	MEDICAL MALPRACTICE INSURANCE							
SUMMARY OF COVER:	Legal liability for death/bodily injury/illness arising out of the medical activities/advice rendered at the EAPCC Clinic.							
INSURED	East African Portland Cement PLC (EAPC PLC), EAPC PLC clinic, Clinical Officers, Pharmacists and Laboratory Technicians							
LIMITS OF INDEMNITY:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>AMOUNT (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Any One claim or Event</td> <td>50,000,000</td> </tr> <tr> <td>Any One Period</td> <td>50,000,000</td> </tr> </tbody> </table>		DETAIL	AMOUNT (KSHS)	Any One claim or Event	50,000,000	Any One Period	50,000,000
DETAIL	AMOUNT (KSHS)							
Any One claim or Event	50,000,000							
Any One Period	50,000,000							
SPECIAL CONDITIONS/CLAUSES:	<ol style="list-style-type: none"> 1. Jurisdiction clause – Kenya. 2. Including Use of Ambulance or any other vehicle. 3. Including gratuitous services at the scene of a medical emergency by the clinical officers. 4. Including treatment in other Hospitals if deemed necessary by insured clinical officers. 5. Covering all nurses and all clinical officers. 6. Including legal costs with consent of insurers. 7. Occurrence Coverage 							
EXCESS:	NIL							

NAME:	EAST AFRICAN PORTLAND CEMENT PLC
CLASS OF INSURANCE:	GOODS IN TRANSIT INSURANCE
SUMMARY OF COVER:	<p>1. Loss or damage to goods incidental to the business the property of the Insured or held in trust or on commission whilst in transit within the territorial limit of Kenya by Air/Road/Rail.</p> <p>2. Indemnity against loss of or damage to goods by fire, accident, theft or pilfering while the goods are being loaded on, carried by or unloaded from the conveying vehicle and while temporarily garaged during transit.</p>
INTEREST AND LIMITS:	On packed or balkanized cement, etc, whilst in transit to various destinations within the country.
VOYAGE DESCRIPTION:	Cover attaches from the time goods leave insured's premises for commencement of transit and continues until goods are delivered to the consignees address.
ESTIMATED ANNUAL TRANSIT VALUE:	Kshs. 112,000,000
MAXIMUM LIMIT ANY ONE CONSIGNMENT:	Kshs. 4,000,000
BASIS OF VALUATION:	Replacement at cost price inclusive of transport charge incurred.
CONVEYANCE:	Air/Rail / Road / Own/Hired Transport.
GEOGRAPHICAL AREA:	Kenya
EXCESS:	Nil
SPECIAL CLAUSES:	<ol style="list-style-type: none"> 1. Institute Standard Conditions for Cargo Contracts. 2. Institute Cargo Clauses (A). 3. Including Holdup and Hijacking. 4. Including Riot, Strike and Civil Commotion. 5. Recovery from Carriers Clause. 6. East Africa Jurisdiction clause. 7. Institute Radioactive Contamination Exclusion clause. 8. Including Premium Adjustment clause. 9. Overnight Warranty. 10. Cancellation Notice – 30 days.

NAME:	EAST AFRICAN PORTLAND CEMENT PLC
CLASS OF INSURANCE:	OPEN MARINE INSURANCE
SUMMARY OF COVER:	Indemnity against loss of or damage to property of the insured (including legal liabilities for general average and salvage where applicable) whilst in transit by means of the specified conveyances within the geographical limits and conditions specified in the policy.
INTEREST:	New Machinery and/or Machinery Spare Parts and/or Chemicals packed in cased and/or crates and/or cartons and/or new drums and/or drums. Clinker, Coal, Refractory Bricks All other interests and models of packing held covered at rates, terms and conditions to be agreed.
LIMITS:	Kshs.100, 000,000/= Any One Conveyance or Location.
CONVEYANCES:	Approved Steamer and/or Steamers and/or Airfreight and/or Parcel Post and/or Road and/or Rail and/or Conveyance.
VOYAGE:	Port and/or place in the world to the final destination in Kenya Direct Shipment or held covered.
BASIS OF VALUATION:	C.F. plus 10% on the whole or as may be specifically declared in advance.
SPECIAL CLAUSES:	<ol style="list-style-type: none"> 1. Institute Cargo Clauses (c) including Washing Overboard for Cargo Carried on Deck. 2. Institute Cargo Clauses (A). 3. Institute Cargo Clauses (Air). 4. Institute Classification Clause. 5. Institute Standard Conditions for Cargo Contracts. 6. Institute Strikes clauses (Cargo). 7. Institute Strikes Clauses (Air Cargo). 8. Institute War Clauses (Cargo). 9. Institute War Clauses (Sending by Post). 10. Institute Replacement Clause Machinery. 11. Including concealed damage – 6 months. 12. Subject to theft, pilferage, and non-delivery clause. 13. Second Hand replacement clause – machinery.
EXTENSIVE CLAUSES:	<ol style="list-style-type: none"> 14. Malicious Damage clause. 15. Parcel Post. 16. Transit Extension (Duration Endorsement) – up to 90 days. 17. Including Loading and Unloading Risks. 18. Salvage clause. 19. Automatic Reinstatement of Voyage clause. 20. Storage clause – up to 90 days. 21. Surveys clause – Kshs.500,000/=. 22. Seals Intact clause. 23. General Average and Salvage Charge clause. 24. Cancellation Notice – 30 days.

NAME:	EAST AFRICAN PORTLAND CEMENT PLC
CLASS OF INSURANCE:	OPEN MARINE INSURANCE
	25. Carriers / Bailees Liability. 26. Exclusion for Rust, Oxidation, Chipping. 27. Lien Clause – Kenya Commercial Bank
	Minimum Premium – Kshs.1, 000/= per cover note.
EXCESS	Nil

NAME:	EAST AFRICAN PORTLAND CEMENT PLC								
CLASS OF INSURANCE:	MEDICAL INSURANCE - DIRECTORS								
SUMMARY OF COVER:	Medical insurance services for Board of Directors.								
BENEFITS:	<table border="1"> <thead> <tr> <th>LIABILITY</th> <th>BENEFITS</th> </tr> </thead> <tbody> <tr> <td>In-patient</td> <td>Kshs. 2,000,000</td> </tr> <tr> <td>Out-patient</td> <td>Kshs. 100,000</td> </tr> <tr> <td>Funeral Expense</td> <td>Kshs. 100,000</td> </tr> </tbody> </table>	LIABILITY	BENEFITS	In-patient	Kshs. 2,000,000	Out-patient	Kshs. 100,000	Funeral Expense	Kshs. 100,000
LIABILITY	BENEFITS								
In-patient	Kshs. 2,000,000								
Out-patient	Kshs. 100,000								
Funeral Expense	Kshs. 100,000								
INSURED LIVES:	Board of Directors - 3								

NAME:	EAST AFRICAN PORTLAND CEMENT PLC												
CLASS OF INSURANCE:	GROUP PERSONAL ACCIDENT - DIRECTORS												
SUMMARY OF COVER:	Covering the Board of Directors against accidental death and/or injury in accordance with the benefits specified.												
INSURED PERSONS:	Board of Directors - 3												
GEOGRAPHICAL AREA:	Worldwide												
BENEFITS:	<table border="1"> <thead> <tr> <th>DETAIL</th> <th>BENEFIT (KSHS)</th> </tr> </thead> <tbody> <tr> <td>Death</td> <td>2,000,000</td> </tr> <tr> <td>Permanent Total Disablement</td> <td>2,000,000</td> </tr> <tr> <td>Temporary Total Disability</td> <td>8,000 per week for 52 weeks.</td> </tr> <tr> <td>Medical Expenses</td> <td>Kshs.100,000/= Per Person Per Incident.</td> </tr> <tr> <td>Funeral Expenses</td> <td>Kshs.100,000/= Per Person</td> </tr> </tbody> </table>	DETAIL	BENEFIT (KSHS)	Death	2,000,000	Permanent Total Disablement	2,000,000	Temporary Total Disability	8,000 per week for 52 weeks.	Medical Expenses	Kshs.100,000/= Per Person Per Incident.	Funeral Expenses	Kshs.100,000/= Per Person
DETAIL	BENEFIT (KSHS)												
Death	2,000,000												
Permanent Total Disablement	2,000,000												
Temporary Total Disability	8,000 per week for 52 weeks.												
Medical Expenses	Kshs.100,000/= Per Person Per Incident.												
Funeral Expenses	Kshs.100,000/= Per Person												
CLAIMS NOTIFICATION:	<ul style="list-style-type: none"> • As soon as possible but not later than 90 days. • Notice should be given after the occurrence of an accident that may give rise to a claim under the policy. 												
SPECIAL CLAUSES:	<ol style="list-style-type: none"> 1. Age limits – from 18 to 90 years, 2. Air travel as passenger in any standard type licensed aircraft. 3. Riot and Strike extension. 4. Trustee clause. 5. Disappearance clause. 6. Worldwide limits. 7. Duty only for Directors. 8. Payment on Account. 9. Double Benefits. 10. Including ambulance and/or transport expenses to and from scheduled appointments due to accident or occupational sickness 11. Including home nursing care 												

Appendix 1 - LIST OF MOTOR VEHICLES

MOTOR PRIVATE - COMPREHENSIVE			
	MOTOR PRIVATE - COMPREHENSIVE	No. Plate	Sum Insured
1	Toyota Prado Vx	KBW 004V	5,800,000
2	Toyota Prado Vx	KBU 755Y	6,300,000
3	Isuzu Double Cab Pick-Up	KCD 301G	2,950,000
4	Isuzu Double Cab Pick-Up	KCD 302G	2,840,000
5	Isuzu Double Cab Pick-Up	KCD 303G	2,820,000
6	Isuzu Double Cab Pick-Up	KCD 304G	2,930,000
7	Isuzu Double Cab Pick-Up	KCD 305G	2,830,000
8	Isuzu Double Cab Pick-Up	KCD 306G	2,870,000
9	Isuzu Double Cab Pick-Up	KCD 307G	2,860,000
10	Isuzu Double Cab Pick-Up	KCD 184G	3,100,000
11	Isuzu Double Cab Pick-Up	KCD 190G	2,850,000
12	Isuzu Double Cab Pick-Up	KCD 189G	3,100,000
13	Isuzu Double Cab Pick-Up	KCD 188G	3,050,000
14	Isuzu Double Cab Pick-Up	KCD 187G	2,900,000
15	Isuzu Double Cab Pick-Up	KCD 186G	3,200,000
16	Isuzu Double Cab Pick-Up	KCD 185G	2,900,000
17	Isuzu Double Cab Pick-Up	KCD 183G	3,030,000
18	Isuzu Double Cab Pick-Up	KCD 321G	2,920,000
19	Isuzu Double Cab Pick-Up	KCD 322G	3,100,000
20	Ford Ranger Double Cab	KCH 966Q	2,750,000
			65,100,000

MOTOR COMMERCIAL			
	LORRIES		Sum Insured
1	Mitsubishi - 7545 Cc	KAG 862F	1,380,000
2	Mitsubishi - 6557 Cc	KAQ 470W	1,200,000
3	Isuzu - 9839 Cc	KAQ 407W	2,650,000
4	Isuzu Fx23-9839Cc	KAP 725W	2,300,000
5	Isuzu Fx Water Bowser-9800Cc	KBP 045E	4,520,000
6	Isuzu Fsr33H Lorry- 8226Cc	KBR 877U	3,820,000
7	Isuzu Fsr33H Lorry- 8226Cc	KBR 878U	3,900,000
8	Isuzu Fsr33H Lorry- 8226Cc	KBR 879U	3,800,000
9	Isuzu Fsr33H Lorry- 8226Cc	KBR 876U	3,750,000
	PRIME MOVERS		
10	Isuzu Trucks	KBU 813T	4,180,000
11	Isuzu Trucks	KBU 385T	4,070,000
12	Isuzu Trucks	KBU 812T	4,250,000
13	Isuzu Trucks	KBU 384T	4,050,000
14	Prime Movers	KCC 378Q	9,500,000
15	Prime Movers	KCC 226Q	9,800,000
16	Prime Movers	KCC 227Q	9,620,000
17	Prime Movers	KCK 824U	10,340,517
18	Prime Movers	KCP 009K	10,340,517

	BUSES - PSV COVERS		Sum Insured
18	Isuzu Bus - 13741 Cc/275 Hp	KAH 295F	1,350,000
19	Isuzu Nqr - 66R Bus - 4000 Cc	KBG 803C	1,530,000
20	Isuzu Nqr66R Bus-4000Cc	KBN 134V	2,230,000
			5,110,000
	PICK UPS		Sum Insured
21	Isuzu Pick Up -3000 Cc	KBJ 895R	960,000
22	Ford Ranger Pick Ups	KBZ 087D	1,980,000
23	Ford Ranger Pick Ups	KBZ 089D	2,100,000
24	Ford Ranger Pick Ups	KBZ 090D - cmc	2,000,000
25	Ford Ranger Pick Ups	KBZ 092D	1,910,000
26	Ford Ranger Pick Ups	KBZ 094D	1,950,000
27	Ford Ranger Pick Ups	KBZ 096D	1,950,000
28	Isuzu	KAP 707W	610,000
	AMBULANCES		
29	Toyota Hiace Ambulance - 2494 cc	KBB 514S	1,540,000
30	Toyota landcruiser Ambulance-4164cc	KBU 624H	4,580,000
	TRAILERS		
31	Water Bowser-Kabini	ZA 4890	350,000
32	Water Bowser-Kabini	ZC 0505	350,000
33	CMC Trailer	ZB 7824	945,000
34	Trailer – Agri-kabini	ZC 0506	1,050,000
35	CMC Trailer	ZB 7825	950,000
36	Semi Trailer Bulk Tanker	ZB 7821	820,000
37	Semi Trailer Bulk Tanker	ZB 7820	820,000
38	Paving Block Trailer	ZF 3031	2,400,000
			130,956,034

THIRD PARTY ONLY			
	EARTH MOVING MACHINES		
1	Goldoni Tractor -33 HP		
2	M/Ferguson - 4070 cc		
3	I/Case Tractor - 85 HP		
4	Komatsu Excavator -		
5	Komatsu Wheel loader - 217 HP(1065)		
6	Komatsu Wheel loader WA420 - 3		
7	Komatsu HD 465-M1322		
8	Komatsu HD 465-M1323		
9	BML 1326-Dumper		
10	BML 1327-Dumper		
11	BML 1328-Dumper		
12	Komatsu 600-1068-FEL		
13	BML BE700-2406 Excavator		
14	Komatsu PC 650 2405-Excavator		
15	SANY Grader -		
16	CAT 320-D Rock Braker		

17	Manitou FORKLIFT MC 50		
18	Manitou FORKLIFT MC 50		
19	New Holland Back Hoe Loader		
20	Komatsu HD 465-M1324		
21	Komatsu HD 465-M1325		
22	Komatsu 1069		
23	M 1108-Komatsu Dozer		
24	M 1402-Manitou Forklift		
25	KHMA 014A - Hyundai Skid Steer		
26	KHMA 013A - Caterpillar Excavator		
27	M1107-Komatsu Dozer		
28	M1403 Manitou Fork Lift		
29	M1202 Sany Motor Grader 30 Mt Heaped		
	KG PILATES		
1	KG 1749	KG 1749	
2	KG 1226	KG 1226	
3	KG 1179	KG 1179	

APPENDIX 2 – MOBILE PLANT EQUIPMENT

HEAVY EQUIPMENT/MOBILE PLANT EQUIPMENT					
	Equipment	Make	Model	Type	Sum Insured
1.	KOMATSU WA 600 - 3	Komatsu	WA600-3	Wheel Loader	77,000,000
2.	KOMATSU D355A	Komatsu	D355A	Dozer	77,000,000
3.	KOMATSU HD 465 - 7100 - Rear Dumper	Komatsu	HD 465 - 7100	Dump Truck	100,000,000
4.	KOMATSU HD 465 - 7101 - Rear Dumper	Komatsu	HD 465 - 7101	Dump Truck	100,000,000
5.	BML-DUMPER-3580	BEML	BML - 3580	Dump Truck	67,000,000
6.	BML-DUMPER-3581	BEML	BML - 3581	Dump Truck	67,000,000
7.	BML-DUMPER-3579	BEML	BML - 3579	Dump Truck	67,000,000
8.	BML EXCAVATOR -BE 700	BEML	BE-700	Excavator	86,000,000
9.	CATERILLER EXCAVATOR 320 DL	Caterpillar	320 DL	Excavator	20,000,000
10.	INGERSOL RAND CM 351 RIG	Atlas Copco	CM 351 RIG	Drilling Rig	40,000
11.	KOMATSU EXCAVATOR -PC 750	Komatsu	PC 750	Excavator	80,000,000
12.	KOMATSU EXCAVATOR PC 650 - EX-JINJA	Komatsu	PC 650	Excavator	80,000,000
13.	COMPRESSOR XAHS 836	Atlas Copco	XAHS 836	Compressor	6,500,000
14.	COMP KAESER	Kaeser	M250	Compressor	8,000,000
15.	ATTACHMENT HAMMER 1[ATLAS]	Atlas Copco	MB1500	Jack Hammer	7,906,859
16.	SANY MOTOR GRADER	Sany	1202	Grader	14,000,000
17.	KOMATSU HD 255 - Rear Dumper	Komatsu	HD 255	Dump Truck	72,000,000
18.	KOMATSU HD 255 - Rear Dumper	Komatsu	HD 255	Dump Truck	72,000,000
19.	KOMATSU WA 420 - 3	Komatsu	WA420 - 3	Wheel Loader	26,000,000
20.	KOMATSU WA 420 - 3	Komatsu	WA420 - 3	Wheel Loader	26,000,000
21.	KOMATSU WA 600 - 1	Komatsu	WA600-1	Wheel Loader	77,000,000
22.	KOMATSU WA 600 - 3	Komatsu	WA600-3	Wheel Loader	77,000,000
23.	KOMATSU D355A - Dozer	Komatsu	D355A	Dozer	77,000,000
24.	MANITOU FORK LIFT - MC 50	Manitou	MC 50	Forklift	7,066,497
25.	MANITOU FORK LIFT - MC 50	Manitou	MC 50	Forklift	7,066,497
26.	HYUNDAI SKID STEER	Hyundai	HSL 650-7	Skid Steer	3,200,000
27.	NEW HOLLAND BACKHOE LOADER 1.0M	New Holland		Backhoe Loader	10,000,000
28.	DYNATEC DRILLING RIG, MODEL 6BTA5.9	Dynatec	M 6BTA5.9	Drilling Rig	30,000,000
29.	Roc 460	Atlas Copco	ROC 460	Drilling Rig	9,297,000
30.	ATTACHMENT HAMMER 1[SUNSON]	SOOSAN	SOOSAN BREAKER SU+85	Jack Hammer	10,000,000
					1,361,076,853

PRICE SCHEDULE

No	CLASS OF INSURANCE	SUM INSURED	PREMIUM	UNDERWRITER

- BROKER **MUST** PROVIDE THEIR QUOTATION FOR ALL CLASSES OF INSURANCE POLICIES.

FORM OF TENDER

Date: _____

Tender No: _____

Tender Name: _____

To:

Gentlemen and/or Ladies:

1. Having examined the Tender documents including Addenda No. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Insurance brokerage services under this tender in conformity with the said tender document for the sum of _____, or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of _____ days from the date fixed for tender opening of the instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this _____ day of _____ 2019

(Signature)

(in the capacity of)

Duly authorized to sign tender for and behalf of

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No. Street/Road

.....

Postal Address Tel No. Fax E mail

.....

Nature of Business

.....

Registration Certificate No.

.....

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

.....

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

- Citizenship details
-
-

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kes.

Issued Kes.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1
2
3
4
5

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

PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [Name of Bidder] (Hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to supply [Description of goods] (Hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said tender that the Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

FORMAT OF TENDER SECURITY INSTRUMENT-

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”)

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 by these presents.

Sealed with the Common Seal of the said Guarantor this _____ day of ____20__.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Signature of the Guarantor]

[Witness] _____
[Seal]