

**CONTRACT FOR THE PROVISION
OF GENERAL INSURANCE COVER
(ALL RISKS & BURGLARY)**

BETWEEN

**KENYA PLANT HEALTH
INSPECTORATE SERVICE**

AND

**FIRST ASSURANCE COMPANY
LIMITED**

CONTRACT

This CONTRACT is made on the 1st day of JULY in the year 2022.

BETWEEN

KENYA PLANT HEALTH INSPECTORATE SERVICE (KEPHIS), a State Corporation in the Republic of Kenya duly incorporated under the Kenya Plant Health Inspectorate Service Act No. 54 of 2012 Laws of Kenya and whose registered office is situated at Oloolua Ridge, off Ngong Road, Karen, and of P.O. Box 49592 - 00100 Nairobi (hereinafter referred to as "**Procuring Entity**") which expression shall where the context so admits include its successors and assigns of the one part,

AND

FIRST ASSURANCE COMPANY LIMITED, a limited liability company duly incorporated under the Companies Act, Laws of Kenya having its principal place of business located at First Assurance House, Clyde Gardens, Gitanga Road, Lavington and of P. O. Box 30064 - 00100 Nairobi (hereinafter referred to as "**the Insurance Provider**") which expression shall where the context so admits include its successors and permitted assigns) of the other part.

WHEREAS

the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "**Services**"); the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a 'Contract Price of Kshs. 1,236,979.00 (Kenya Shillings One Million Two Hundred Thirty Six Thousand Nine Hundred Seventy Nine) inclusive of VAT.



NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a) The General Conditions of Contract (Attached hereto and marked as '1');
- b) The Special Conditions of Contract (Attached hereto and marked as '2');
- c) The Price Schedule (Attached hereto and marked as '3');
- d) The following Appendices;

Appendix A: Scope of the Services

Appendix C: List of Procuring Entity's Assets

Appendix F: Burglary and All Risks Insurance Policy

2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:

- a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.



IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the Laws of Kenya on the day and year first above written.

SIGNED for and on behalf of

**KENYA PLANT HEALTH
INSPECTORATE SERVICE**

By:

Managing Director

Corporation Secretary



SIGNED for and on behalf of
**FIRST ASSURANCE COMPANY
LIMITED**

By:

Managing Director

Company Secretary



DRAWN BY:

IVY WAIHERA MBURU

ADVOCATE & COMMISSIONER OF OATHS

KENYA PLANT HEALTH INSPECTORATE SERVICE

OLOOLUA RIDGE, KAREN

P. O. BOX 49592 - 00100

NAIROBI