

**CONTRACT FOR THE PROVISION
OF GPA/WIBA INSURANCE
COVER FOR BOARD OF
DIRECTORS AND STAFF**

BETWEEN

**KENYA PLANT HEALTH
INSPECTORATE SERVICE**

AND

**OLD MUTUAL GENERAL
INSURANCE KENYA LIMITED**

CONTRACT

This **CONTRACT** is made on the 13TH day of MARCH in the year 2025.

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

OLD MUTUAL GENERAL INSURANCE KENYA LIMITED, a limited liability company duly incorporated under the Companies Act, Laws of Kenya having its principal place of business located at Old Mutual Tower, Upperhill Road and of P. O. Box 43013-00100 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. 3, 496,269.00 (Kenya Shillings Three Million, Four Hundred and Ninety-Six Thousand, Two Hundred and Sixty-Nine Shillings Only)** Annually inclusive of all applicable Levies.

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 following Appendices;

Appendix A: Scope of the Services
 - d) Form of Acceptance Agreement
 - e) Form of Tender signed by the Contractor
 - f) Terms of Reference
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



FOR: Director Legal Services

SIGNED for and on behalf of
**OLD MUTUAL GENERAL INSURANCE
KENYA LIMITED**

By:

Managing Director

Director/Company Secretary

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The parties to the Contract are: The Procuring Entity is KENYA PLANT HEALTH INSPECTORATE SERVICE The Insurance Provider is OLD MUTUAL GENERAL INSURANCE KENYA LIMITED The contract name is CONTRACT FOR THE PROVISION OF GPA/WIBA INSURANCE COVER FOR BOARD OF DIRECTORS AND STAFF
1.4	For notices, the Parties addresses shall be: Procuring Entity: KENYA PLANT HEALTH INSPECTORATE SERVICE Postal address: P. O. Box 49592-00100 Nairobi Physical address: Oloolua Ridge, Off Ngong Road, Karen Nairobi Attention: PROF. THEOPHILUS M. MUTUI (PHD) Email address: director@kephis.org Telephone: +2540206618000/0709891000 Insurance Provider: OLD MUTUAL GENERAL INSURANCE KENYA LIMITED Postal address: P. O. Box 43013-00100 Nairobi Physical address: Old Mutual Tower, Upper hill Road Attention: MR. JAPHETH OGALLOH Email address: j.ogalloh@oldmutual.co.ke Telephone: 254 20 2850 000/ +254 711 065 000
1.6	The Authorized Representatives are: For the Procuring Entity: PROF. THEOPHILUS M. MUTUI (PHD) P.O. BOX 49592-00100 NAIROBI director@kephis.org For the Insurance Provider: JAPHETH OGALLOH OLD MUTUAL GENERAL INSURANCE KENYA LIMITED P. O. BOX 43013-00100, NAIROBI.

2.1	The date on which this Contract shall come into effect is 13th March, 2025
2.2	The Commencement date and duration of the insurance cover shall be: Commencement date: 13th March, 2025 Completion or Expiry Date: 12th March, 2026 Duration of the coverage: One (1) year.
3.5	Not Applicable
3.6	10% ten percent of the Contract Price (exclusive of Recurrent Costs if any).
6.2 – 6.3	Kshs. 3,496,269.00 (Kenya Shillings Three Million, Four Hundred and Ninety-Six Thousand, Two Hundred and Sixty-Nine Only) Annually inclusive of all applicable Levies. The price shall be made in one lump sum upon submission of an invoice by the Insurance Provider.
6.4	N/A
8.4.1	N/A

FORM OF ACCEPTANCE AGREEMENT

THIS AGREEMENT made the ----- day of -----, 2025 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 situated at Oloolua Ridge, off Ngong' Road, Karen, and of P.O Box 49592-00100 Nairobi (hereinafter called the "Employer") the one part **OLD Mutual General Insurance Kenya Ltd**, a company duly incorporated under the Companies Act Cap 486 Laws of Kenya, having its principal registered office at Upperhill Road and of P.O. Box 43013-00100, Nairobi, herein 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 Employer invited Quotation Number. KEPHIS/T/05/2024-25 for the provision of GPA/WIBA insurance cover for Board of Directors and Staff at Kenya Plant Health Inspectorate Service (herein after called the Services") and the Employer have accepted a tender submitted by Old Mutual the for the provision of GPA/WIBA insurance cover for Board of Directors and Staff at Kenya Plant Health Inspectorate Service for the contract price of Kshs. 3,496,269/= (Kenya Shillings Three Million Four Hundred and Ninety-Six Thousand Two Hundred and Sixty-Nine Shillings Only), inclusive of all applicable taxes.

The Employer and the Insurance Provider agree as follows;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The duration of the Contract will be between **13th March 2025** and **12th March 2026**.
3. The following documents shall be deemed to form and be read and construed as part of this agreement. This Agreement shall prevail over all other Contract documents.

- a) The Contract Agreement.
- b) General Conditions of Contract (Attached hereto and marked as '1');
- c) Special Conditions of Contract (Attached hereto and marked as '2');
- d) Appendix A. Scope of Services)
- e) Form of Acceptance Agreement
- f) Form of Tender
- g) Terms of Reference

4. In consideration of the payments to be made by the Procuring Entity to the Tenderer after inspection and acceptance by the user department, the Insurance Provider hereby covenants with the procuring entity to provide insurance services in conformity in all respects with the provisions of this Contract.

5. The Employer hereby covenants to pay the Insurance Service Provider, in consideration of the execution and the provision of insurance services in the manner prescribed by 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



FOR: Director Legal Services

SIGNED for and on behalf of
OLD MUTUAL GENERAL INSURANCE

By:

Managing Director

Director/Secretary/Advocate

[Signature]

[Signature]

[Signature]

[Signature]