

# **SOUTH EASTERN KENYA UNIVERSITY**



## **PROVISION OF GROUP LIFE ASSURANCE (GLA) COVER FOR MEMBERS OF STAFF**

**TENDER NO: SEKU/PROC/005/2017/2018**

**CLOSING DATE: 13<sup>TH</sup> JULY 2017  
10:00 AM.**

## Table of Contents

	<b>Page</b>
<b>INTRODUCTION .....</b>	<b>3</b>
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS Appendix to instructions to tenderers .....	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT.....	26
Section V SCHEDULE OF REQUIREMENTS.....	29
Section VI STANDARD FORMS .....	32
1. FORM OF TENDER .....	33
2. PRICE SCHEDULES.....	34
3. CONTRACT FORM.....	35
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ...	36
5. TENDER SECURITY FORM .....	38
6. PERFORMANCE SECURITY FORM.....	39
7. INSURANCE COMPANY'S AUTHORIZATION FORM.....	41

## **INTRODUCTION**

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.
  - IV. Delete name and address of PPOA.



**SECTION I - INVITATION FOR TENDERS**

**SOUTH EASTERN KENYA UNIVERSITY**

**TENDER NOTICE:**

South Eastern Kenya University (SEKU) invites Tenders for the following Insurance covers for the 2017/2018 financial year.

S /NO	TENDER NO	DESCRIPTION OF INSURANCE	TENDER FEE	CLOSING DATE
1	SEKU/PROC/001/2016/2017	Provision of Motor Vehicle Insurance	1,000/=	13/7/2017
2	SEKU/PROC/002/2016/2017	Provision of Group Personal Accident Cover and WIBA for Members of staff	1,000/=	13/7/2017
3	SEKU/PROC/003/2016/2017	Provision of Insurance cover for Buildings and Equipment	1,000/=	13/7/2017
4	SEKU/PROC/004/2016/2017	Provision of Money Policy Insurance	1,000/=	13/7/2017
5	SEKU/PROC/005/2016/2017	Provision of Group Life Insurance	1,000/-	13/7/2017

Interested firms may obtain tender documents from the Procurement Office at South Eastern Kenya University Kitui Main Campus during normal working hours upon payment of non- refundable tender fee stated above. Payments can be made at National Bank of Kenya SEKU branch A/C No. 0102153129100 and bank slip paid at SEKU Finance Office during normal working hours. The Tender documents can also be downloaded free of charge from the following Websites: [www.seku.ac.ke](http://www.seku.ac.ke) or <http://supplier.treasury.go.ke/site/tenders.go/index.php>

Interested bidders should note that only those meeting the criteria indicated below as minimum and supported by relevant documents at submission will be considered for further evaluation.

1. Must be registered with the Insurance Regulatory Authority for the current year 2017 and copy of license be submitted.
2. Must give a list of 5 (five) reputable clients and the total clients premium for the previous year.
3. Must submit copy of Audited accounts for the previous two (2) years 2015 and 2016.
4. Must be a member of AKI and copy of certificate be submitted.
5. Litigation History of the company (both court of Arbitration cases)
6. Confidential Business questionnaire.
7. Must submit copies of valid Tax Compliance Certificate, Pin Certificate and Certificate of Incorporation.

Tenders in plain sealed envelopes, marked tender number on the right hand side corner and bearing no indication of the tenderer should be addressed to:

The Vice Chancellor  
South Eastern Kenya University,  
P. O. Box 170-90200,  
Tel 0717066706,

**KITUI**

And placed in the Tender Box at the **Tuition and Office Block, Kitui Main Campus**, or sent by post so as to reach the above address not later than 13<sup>th</sup> July 2017 at 10.00am.

Submitted bids will be opened publicly in the Main Board Room in Tuition and Office Block, soon after the above stated closing date and time in the presence of the tenderers or their representatives who choose to attend. Late bids will be returned unopened.

Price quoted must remain valid for one twenty (120) days from the opening date of the tender.

Tender Security, which must be from an established bank, or PPOA approved Insurance Company, shall be valid for one twenty (120) days from tender opening date.

South Eastern Kenya University reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to accept the lowest or any tender.

**TENDER REF. NO. SEKU/PROC/005/2017/2018**

**TENDER NAME; PROVISION OF GROUP LIFE ASSURANCE COVER**

The SOUTH EASTERN KENYA UNIVERSITY invites sealed tenders from eligible candidates for Provision of Group Life Assurance Cover.

Interested eligible candidates may obtain further information from and inspect the tender documents in the Procurement Office at SOUTH EASTERN KENYA UNIVERSTY Kitui Main Campus during normal office working hours.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh.1000.00 in cash or bankers cheque payable to SOUTH EASTERN KENYA UNIVERSITY and paid in SEKU Finance Office.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked **Tender No SEKU/PROC/005/2017/2018** and be deposited in the Tender Box at the Tuition and Office Block I or be addressed to;

The Vice Chancellor,  
South Eastern Kenya University,  
P.O Box 170-90200  
**Kitui.**

So as to be received on or before 13<sup>TH</sup> **JULY 2017 at 10.00 am.**

Tenders will be opened publicly in the Tuition and Office Block I Main Board Room immediately after the above stated closing date and time in the presence of the candidates or their representatives who choose to attend. Late bids will be returned unopened.

SIGNED FOR: VICE CHANCELLOR

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	7
2.2 Cost of Tendering.....	7
2.3 Contents of Tender document.....	8
2.4 Clarification of Tender document.....	8
2.5 Amendments of Tender document.....	9
2.6 Language of Tenders.....	9
2.7 Documents Comprising the Tender.....	9
2.8 Tender Form.....	10
2.9 Tender Prices.....	10
2.10 Tender Currencies.....	10
2.11 Tenderers Eligibility and Qualifications.....	10
2.12 Tender Security.....	11
2.13 Validity of Tenders.....	12
2.14 Format and Signing of Tenders.....	12
2.15 Sealing and Marking of Tenders.....	12
2.16 Deadline for Submission of Tenders.....	13
2.17 Modification and Withdrawal of Tenders.....	13
2.18 Opening of Tenders.....	14
2.19 Clarification of Tenders.....	14
2.20 Preliminary Examination.....	15
2.21 Conversion to Single Currency.....	15
2.22 Evaluation and Comparison of Tenders.....	16
2.23 Contacting the Procuring Entity.....	17
2.24 Post-Qualification.....	17
2.25 Award Criteria.....	17
2.26 Procuring Entity's Right to Vary Quantities .....	18
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	18
2.28 Notification of Award.....	18
2.29 Signing of Contract.....	19
2.30 Performance Security.....	19
2.31 Corrupt or Fraudulent Practices.....	20

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 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 procuring entity's employees, committee members, 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 Procuring entity 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 Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. 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 candidates who have received the tender documents.

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.5 Amendment of Tender Documents**

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

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written



in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7. Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12
  - (d) Declaration Form.

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender 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. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 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 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be

suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

#### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 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 or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- 2.15.3 bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **13<sup>TH</sup> JULY 2017 at 10:00 am.**
- 2.15.4 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.5 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

#### **2.16. Deadline for Submission of Tenders**

- 2.16.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **13<sup>TH</sup> JULY 2017 at 10:00 am.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am 13<sup>TH</sup> JULY 2017** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.22. Evaluation and Comparison of Tenders**

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan
  - (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
  - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

### **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

### **2.24 Post-qualification**

2.24.1 The Procuring entity 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 financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity 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 Procuring entity 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 the Procuring entity 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. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without 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 Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity 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 is 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 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9.

Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.28.4 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.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.



## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

## Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers.</i>
2.1	<i>Eligible Tenderers are Approved Insurance Providers.</i>
2.12.1	<i>Tenderers should provide tender security of 2% of Tender sum.</i>
2.15.2 (b)	<i>Closing date for the Tender will be 13<sup>TH</sup> JULY 2017 at 10.00am.</i>
2.16.1	<i>Deadline for submission of Tenders will be 13<sup>TH</sup> JULY 2017 at 10.00 am.</i>
2.18.1	<i>Tenders will be opened on 13<sup>TH</sup> JULY 2017 at 10.00 am.</i>

Tenderers should provide the following documentary evidence;

- i) Proof of registration with the relevant regulatory bodies
- ii) Proof of eligibility to tender.
- iii) Proof of Provision of similar services to at least 3 Organizations of similar magnitude.
- iv) Proof of sound Financial standing.
- v) Provide Registration details
- vi) Provide copies of PIN, VAT and Tax Compliance certificate.
- vii) Provide tender security of 2% of tender sum valid for 90 days

SECTION III                    GENERAL CONDITIONS OF CONTRACT

**Table of Clauses**

	Page
3.1 Definitions.....	24
3.2 Application.....	25
3.3 Standards.....	25
3.4 Use of Contract Documents and Information.....	25
3.5 Patent Rights.....	25
3.6 Performance Security.....	25
3.7 Delivery of Services and Documents.....	26
3.8 Payment.....	26
3.9 Prices.....	26
3.10 Assignment.....	27
3.11 Termination for Default.....	27
3.12 Termination for Insolvency.....	28
3.13 Termination for Convenience.....	28
3.14 Resolution of Disputes.....	28
3.15 Governing Language.....	28
3.16 Applicable law.....	29
3.17 Force Majeure.....	29
3.18 Notices.....	29

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” mean the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of the contract

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

### **3.4. Use of Contract Documents and Information**

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

- 3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un- delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

### **3.16. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

### **3.17 Force Majeure**

3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

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

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



## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## CRITERIA OF EVALUATION

### RISKS: GROUP LIFE ASSURANCE COVER – 2017/2018

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

- **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non responsive and rejected at this stage.
- **Technical Evaluation:** Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 65% to qualify for further evaluation under the Commercial Evaluation Criteria.
- **Commercial Evaluation:** The bids received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the bids were obtained from the eligible insurers as specified.

<b>A.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>YES/NO</b>
A1	Submit a Copy Certificate of Incorporation/Registration	
A2	Current Certificate by Commissioner of Insurance ( <b>Attach Copy</b> )	
A3	Registration as a member of AKI year 2017	
A4	Submit a copy of tender security (Value 2% of total premium) Payable to South Easter Kenya University.	
A5	Submit a Copy of Tax Compliance Certificate from KRA	
A6	Submit a Copy of a Current Business License	
A7	Professional Indemnity limit ( <b>at least 3% of total premium quoted</b> ) ( <b>Insurance Brokers only</b> )	
A8	Attach a P.I.N Certificate	
A9	Submit Audited Accounts for the last two current years (2015, 2016)	
A10	Satisfactory completion of Business Questionnaire	
<b>B</b>	<b>OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</b>	<b>POINTS</b>
B1	Submit Audited Accounts for the last two current years 2015, 2017)	18



	<p><b>B. Policy Manager who will be in-charge of this contract</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor of Commerce (Insurance)/BSc. (Actuarial Sc.) .....1</li> <li>▪ Certificate of Proficiency in Insurance Level II .....1</li> <li>▪ Associate of Chartered Institute of Insurance .....1</li> <li>▪ Fellow of Chartered Institute of Insurance .....1</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>• Over 5 years .....4</li> <li>▪ 2-5 years .....2</li> <li>▪ 1-2 years .....1</li> <li>▪ Under 1 year .....0</li> </ul> <p><b>C. Key personnel No. 3</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor of Commerce (Insurance)/BSc. (Actuarial Sc.) .....1</li> <li>▪ Certificate of Proficiency in Insurance Level II ..... 1</li> <li>▪ Associate of Chartered Institute of Insurance .....1</li> <li>▪ Fellow of Chartered Institute of Insurance .....1</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>▪ Over 5 years .....4</li> <li>▪ 2-5 years .....2</li> <li>▪ 1-2 years.....1</li> <li>▪ Under 1 year .....0</li> </ul> <p><b>D. Key personnel No. 4</b></p> <ul style="list-style-type: none"> <li>▪ Bachelor of Commerce (Insurance)/BSc. (Actuarial Sc.) .....1</li> <li>▪ Certificate of Proficiency in Insurance Level II .....1</li> <li>▪ Associate of Chartered Institute of Insurance .....1</li> <li>▪ Fellow of Chartered Institute of Insurance .....1</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>▪ Over 5 years .....4</li> <li>▪ 2-5 years .....2</li> <li>▪ 1-2 years .....1</li> <li>▪ Under 1 year .....0</li> </ul>	
B5	<p>Highest business volume handled in the last three (3) years in Medical Insurance Cover</p> <ul style="list-style-type: none"> <li>▪ Over Ksh.50 million .....3</li> <li>▪ Over Ksh.45 – Ksh.50 millions .....2</li> <li>▪ Ksh.40 – Ksh.45 Millions .....1</li> </ul>	3
B6	<p><b>Litigation history</b>  Please submit an undertaking that no matter of litigation is pending in court against Directors, firm, Staff &amp; Assigns of your organization under similar a assignment. Indicate any convictions in the past against the firm, directors or partners.  (provide details i.e. status, value and period)</p> <ul style="list-style-type: none"> <li>▪ With no adverse litigation history.....2</li> <li>▪ With adverse litigation history .....0</li> </ul>	2

B7	Document Conformity/Presented in the required format .....1	1
B8	<b>FULL DISCLOSURE</b> <b>All bidders are expected to disclose fully all matters of their business without reservations. This MUST include, but not restricted, to all exclusions, riders and enhancements, authorized subcontracted agents. Undisclosed aspects may jeopardize the contract even when awarded</b>	5
	<b>TOTAL</b>	<b>100</b>

**NB:**

- **With regard to the merit points award;**
  - **Technical competence will consist of B4-B10 and will be weighted 2**
  - **Commercial capability will consist of B1- B3 and will be weighted 5**
  - **Financial evaluation will be weighted 3**
- **Bidders must meet all responsiveness requirements to qualify for technical evaluation**
- **To qualify for financial evaluation the bidder must score a minimum of (65% of the total score)**
- Scoring criteria for financial aspects will be based on a ranked basis. The bidder quoting the lowest total premiums having attained 65% technical score shall be ranked first and a score awarded relative to the other bidders' price quotations.
- The award criteria shall incorporate all the scored attributes to determine the bidder who emerges with the BEST VALUE FOR MONEY PACKAGE.
- Any information provided by the bidder may be verified by the university and must include all exclusions

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The Insurance Company shall submit Performance Bond Worth 10% of the Contract Price prior to execution of the contract.
3.7 Delivery of Services	The Insurance company shall upon signing the contract provide the University with the policy documents in respect of the Insurance Cover within thirty (30) days.
3.8 Settlement of Claims	The Insurance company shall settle claims as soon as reasonable.
3.8.1 Payment Mode	Payment shall be made as follows; 50% upon signing of the Contract. Remaining 50% being second installment within 30 days of payment of the first installment.
3.9 Price adjustment	No Variation or amendment of Price quoted by the tenderer shall be made except by written consent by the parties.
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Vice Chancellor SOUTH EASTERN KENYA UNIVERSTY P.O Box 170-90200 Kitui.

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

### **GROUP LIFE ASSURANCE**

Policy to cover all pensionable staff of SEKU for the following:

- i) Death
- ii) Permanent/Total disability

Sum assured: Three (3) times annual income.

The schedule is made of: -  
STAFF DETAILS AS SHOWN BELOW;

**STAFF DETAILS**

	<b>Payroll No.</b>	<b>Basic Salary</b>	<b>Annual Salary</b>
1	AA/0010	39,855.00	478,260.00
2	AA/0014	23,111.00	277,332.00
3	AA/0016	37,277.00	447,324.00
4	AA/0021	27,970.00	335,640.00
5	AA/0022	25,413.00	304,956.00
6	AA/0023	32,121.00	385,452.00
7	AA/0026	27,970.00	335,640.00
8	AA/0027	27,970.00	335,640.00
9	AA/0031	168,245.00	2,018,940.00
10	AA/0037	62,347.00	748,164.00
11	AA/0038	86,732.00	1,040,784.00
12	AA/0039	51,777.00	621,324.00
13	AA/0043	24,646.00	295,752.00
14	AA/0044	34,699.00	416,388.00
15	AA/0050	103,485.00	1,241,820.00
16	AA/0051	103,485.00	1,241,820.00
17	AA/0052	88,788.00	1,065,456.00
18	AA/0064	25,413.00	304,956.00
19	AA/0069	103,485.00	1,241,820.00
20	AA/0071	51,777.00	621,324.00
21	AA/0074	211,753.00	2,541,036.00
22	AA/0075	211,753.00	2,541,036.00
23	AA/0076	172,960.00	2,075,520.00
24	AA/0092	96,928.00	1,163,136.00
25	AA/0101	103,485.00	1,241,820.00
26	AA/0108	111,173.00	1,334,076.00
27	AA/0122	80,649.00	967,788.00
28	AA/0134	94,215.00	1,130,580.00
29	AA/0140	172,960.00	2,075,520.00
30	AA/0151	94,215.00	1,130,580.00
31	AA/0152	88,788.00	1,065,456.00
32	AA/0189	88,788.00	1,065,456.00
33	AA/0192	99,642.00	1,195,704.00
34	AA/0193	99,642.00	1,195,704.00
35	AA/0194	91,501.00	1,098,012.00
36	AA/0195	88,788.00	1,065,456.00
37	AA/0197	88,788.00	1,065,456.00
38	AA/0201	86,075.00	1,032,900.00



39	AA/0205	96,928.00	1,163,136.00
40	AA/0208	115,017.00	1,380,204.00
41	AA/0212	118,861.00	1,426,332.00
42	AA/0223	99,642.00	1,195,704.00
43	AA/0224	91,501.00	1,098,012.00
44	AA/0225	86,075.00	1,032,900.00
45	AA/0228	86,075.00	1,032,900.00
46	AA/0229	86,075.00	1,032,900.00
47	AA/0230	86,075.00	1,032,900.00
48	AA/0239	127,052.00	1,524,624.00
49	AA/0241	172,960.00	2,075,520.00
50	AA/0242	135,243.00	1,622,916.00
51	AA/0243	118,861.00	1,426,332.00
52	AA/0249	107,329.00	1,287,948.00
53	AA/0250	127,052.00	1,524,624.00
54	AA/0260	107,329.00	1,287,948.00
55	AA/0263	203,997.00	2,447,964.00
56	AA/0282	99,642.00	1,195,704.00
57	AA/0287	86,075.00	1,032,900.00
58	AA/0289	68,860.00	826,320.00
59	AA/0290	107,329.00	1,287,948.00
60	AA/0293	83,361.00	1,000,332.00
61	AA/0295	86,075.00	1,032,900.00
62	AA/0302	370,615.00	4,447,380.00
63	AA/0306	91,501.00	1,098,012.00
64	AA/0353	103,485.00	1,241,820.00
65	AA/0367	180,719.00	2,168,628.00
66	AA/0373	163,531.00	1,962,372.00
67	AA/0378	80,649.00	967,788.00
68	AA/0379	80,649.00	967,788.00
69	AA/0382	83,361.00	1,000,332.00
70	AA/0384	94,215.00	1,130,580.00
71	AA/0387	86,075.00	1,032,900.00
72	AA/0388	77,934.00	935,208.00
73	AA/0389	86,075.00	1,032,900.00
74	AA/0421	71,030.00	852,360.00
75	AA/0445	91,501.00	1,098,012.00
76	AA/0447	103,485.00	1,241,820.00
77	AA/0475	91,501.00	1,098,012.00
78	AA/0487	94,215.00	1,130,580.00
79	AA/0489	99,642.00	1,195,704.00
80	AA/0506	88,788.00	1,065,456.00

81	AA/0522	111,173.00	1,334,076.00
82	AA/0525	88,788.00	1,065,456.00
83	AA/0531	88,788.00	1,065,456.00
84	AA/0532	118,861.00	1,426,332.00
85	AA/0535	88,788.00	1,065,456.00
86	AA/0590	118,861.00	1,426,332.00
87	AA/0594	88,788.00	1,065,456.00
88	AA/0597	88,788.00	1,065,456.00
89	AA/0605	103,485.00	1,241,820.00
90	AA/0607	88,788.00	1,065,456.00
91	AA/0608	88,788.00	1,065,456.00
92	AA/0631	88,788.00	1,065,456.00
93	AA/0632	86,075.00	1,032,900.00
94	AA/0641	163,531.00	1,962,372.00
95	AA/0642	163,531.00	1,962,372.00
96	AA/0645	86,075.00	1,032,900.00
97	AA/0661	83,361.00	1,000,332.00
98	AA/0662	83,361.00	1,000,332.00
99	AA/0663	122,956.00	1,475,472.00
100	AA/0664	83,361.00	1,000,332.00
101	AA/0665	83,361.00	1,000,332.00
102	AA/0677	83,361.00	1,000,332.00
103	AA/0679	118,861.00	1,426,332.00
104	AA/0683	144,672.00	1,736,064.00
105	AA/0696	75,294.00	903,528.00
106	AD/0001	35,988.00	431,856.00
107	AD/0004	11,294.00	135,528.00
108	AD/0008	100,862.00	1,210,344.00
109	AD/0011	16,263.00	195,156.00
110	AD/0012	21,577.00	258,924.00
111	AD/0013	13,783.00	165,396.00
112	AD/0015	20,298.00	243,576.00
113	AD/0020	16,263.00	195,156.00
114	AD/0025	16,263.00	195,156.00
115	AD/0029	16,263.00	195,156.00
116	AD/0034	38,566.00	462,792.00
117	AD/0048	73,868.00	886,416.00
118	AD/0063	97,656.00	1,171,872.00
119	AD/0067	148,259.00	1,779,108.00
120	AD/0073	15,843.00	190,116.00
121	AD/0084	25,413.00	304,956.00
122	AD/0085	37,277.00	447,324.00

123	AD/0086	27,075.00	324,900.00
124	AD/0089	22,344.00	268,128.00
125	AD/0091	27,075.00	324,900.00
126	AD/0096	38,566.00	462,792.00
127	AD/0099	30,993.00	371,916.00
128	AD/0102	66,150.00	793,800.00
129	AD/0103	97,656.00	1,171,872.00
130	AD/0107	744,078.00	8,928,936.00
131	AD/0111	15,424.00	185,088.00
132	AD/0121	13,401.00	160,812.00
133	AD/0123	35,988.00	431,856.00
134	AD/0125	26,244.00	314,928.00
135	AD/0127	14,585.00	175,020.00
136	AD/0129	37,277.00	447,324.00
137	AD/0132	26,244.00	314,928.00
138	AD/0133	27,075.00	324,900.00
139	AD/0135	37,277.00	447,324.00
140	AD/0136	19,019.00	228,228.00
141	AD/0138	86,732.00	1,040,784.00
142	AD/0141	38,566.00	462,792.00
143	AD/0143	35,988.00	431,856.00
144	AD/0146	37,277.00	447,324.00
145	AD/0148	39,855.00	478,260.00
146	AD/0154	38,566.00	462,792.00
147	AD/0157	15,843.00	190,116.00
148	AD/0160	15,843.00	190,116.00
149	AD/0161	14,165.00	169,980.00
150	AD/0165	68,723.00	824,676.00
151	AD/0167	26,244.00	314,928.00
152	AD/0168	11,005.00	132,060.00
153	AD/0169	15,843.00	190,116.00
154	AD/0173	19,659.00	235,908.00
155	AD/0176	22,344.00	268,128.00
156	AD/0177	15,843.00	190,116.00
157	AD/0178	22,344.00	268,128.00
158	AD/0179	18,380.00	220,560.00
159	AD/0181	15,004.00	180,048.00
160	AD/0182	11,005.00	132,060.00
161	AD/0183	11,294.00	135,528.00
162	AD/0190	11,005.00	132,060.00
163	AD/0198	11,294.00	135,528.00
164	AD/0202	20,298.00	243,576.00

165	AD/0207	38,566.00	462,792.00
166	AD/0210	14,165.00	169,980.00
167	AD/0211	34,699.00	416,388.00
168	AD/0218	97,656.00	1,171,872.00
169	AD/0222	15,424.00	185,088.00
170	AD/0248	11,005.00	132,060.00
171	AD/0257	19,659.00	235,908.00
172	AD/0259	86,732.00	1,040,784.00
173	AD/0261	21,577.00	258,924.00
174	AD/0262	21,577.00	258,924.00
175	AD/0267	10,716.00	128,592.00
176	AD/0269	37,277.00	447,324.00
177	AD/0271	35,988.00	431,856.00
178	AD/0272	15,424.00	185,088.00
179	AD/0273	15,424.00	185,088.00
180	AD/0274	12,636.00	151,632.00
181	AD/0276	15,424.00	185,088.00
182	AD/0277	35,988.00	431,856.00
183	AD/0292	19,019.00	228,228.00
184	AD/0305	14,585.00	175,020.00
185	AD/0309	25,413.00	304,956.00
186	AD/0311	14,585.00	175,020.00
187	AD/0312	20,937.00	251,244.00
188	AD/0315	15,004.00	180,048.00
189	AD/0316	20,937.00	251,244.00
190	AD/0317	22,344.00	268,128.00
191	AD/0318	20,937.00	251,244.00
192	AD/0323	18,380.00	220,560.00
193	AD/0324	25,413.00	304,956.00
194	AD/0326	20,937.00	251,244.00
195	AD/0331	79,014.00	948,168.00
196	AD/0332	25,413.00	304,956.00
197	AD/0337	43,261.00	519,132.00
198	AD/0339	34,699.00	416,388.00
199	AD/0341	13,783.00	165,396.00
200	AD/0342	24,646.00	295,752.00
201	AD/0343	34,699.00	416,388.00
202	AD/0345	20,298.00	243,576.00
203	AD/0348	15,004.00	180,048.00
204	AD/0350	15,004.00	180,048.00
205	AD/0352	19,019.00	228,228.00
206	AD/0354	15,004.00	180,048.00

207	AD/0357	20,937.00	251,244.00
208	AD/0358	20,298.00	243,576.00
209	AD/0359	18,380.00	220,560.00
210	AD/0363	20,937.00	251,244.00
211	AD/0365	34,699.00	416,388.00
212	AD/0370	17,741.00	212,892.00
213	AD/0371	20,937.00	251,244.00
214	AD/0372	71,295.00	855,540.00
215	AD/0381	27,970.00	335,640.00
216	AD/0390	17,741.00	212,892.00
217	AD/0391	18,380.00	220,560.00
218	AD/0393	14,585.00	175,020.00
219	AD/0394	18,380.00	220,560.00
220	AD/0396	27,970.00	335,640.00
221	AD/0399	20,298.00	243,576.00
222	AD/0401	19,019.00	228,228.00
223	AD/0402	26,244.00	314,928.00
224	AD/0405	10,427.00	125,124.00
225	AD/0406	11,871.00	142,452.00
226	AD/0407	10,427.00	125,124.00
227	AD/0409	14,585.00	175,020.00
228	AD/0410	14,585.00	175,020.00
229	AD/0411	10,427.00	125,124.00
230	AD/0412	10,427.00	125,124.00
231	AD/0413	10,427.00	125,124.00
232	AD/0415	10,427.00	125,124.00
233	AD/0416	14,585.00	175,020.00
234	AD/0417	20,298.00	243,576.00
235	AD/0418	18,380.00	220,560.00
236	AD/0419	14,585.00	175,020.00
237	AD/0420	10,427.00	125,124.00
238	AD/0422	20,298.00	243,576.00
239	AD/0423	20,298.00	243,576.00
240	AD/0424	20,298.00	243,576.00
241	AD/0431	118,256.00	1,419,072.00
242	AD/0432	61,153.00	733,836.00
243	AD/0433	26,244.00	314,928.00
244	AD/0438	24,646.00	295,752.00
245	AD/0440	27,075.00	324,900.00
246	AD/0446	34,699.00	416,388.00
247	AD/0460	27,075.00	324,900.00
248	AD/0461	27,075.00	324,900.00

249	AD/0462	27,075.00	324,900.00
250	AD/0464	27,075.00	324,900.00
251	AD/0468	27,075.00	324,900.00
252	AD/0470	17,741.00	212,892.00
253	AD/0471	27,075.00	324,900.00
254	AD/0472	211,753.00	2,541,036.00
255	AD/0476	14,165.00	169,980.00
256	AD/0477	14,165.00	169,980.00
257	AD/0478	14,165.00	169,980.00
258	AD/0479	14,165.00	169,980.00
259	AD/0488	19,659.00	235,908.00
260	AD/0490	14,165.00	169,980.00
261	AD/0493	25,413.00	304,956.00
262	AD/0495	14,165.00	169,980.00
263	AD/0503	19,659.00	235,908.00
264	AD/0524	26,244.00	314,928.00
265	AD/0527	26,244.00	314,928.00
266	AD/0533	19,019.00	228,228.00
267	AD/0536	19,019.00	228,228.00
268	AD/0538	19,019.00	228,228.00
269	AD/0539	19,019.00	228,228.00
270	AD/0540	19,019.00	228,228.00
271	AD/0541	26,244.00	314,928.00
272	AD/0545	26,244.00	314,928.00
273	AD/0548	19,019.00	228,228.00
274	AD/0549	19,019.00	228,228.00
275	AD/0552	26,244.00	314,928.00
276	AD/0553	35,988.00	431,856.00
277	AD/0555	26,244.00	314,928.00
278	AD/0568	19,019.00	228,228.00
279	AD/0574	35,988.00	431,856.00
280	AD/0579	13,783.00	165,396.00
281	AD/0582	19,019.00	228,228.00
282	AD/0586	71,295.00	855,540.00
283	AD/0587	19,019.00	228,228.00
284	AD/0588	35,988.00	431,856.00
285	AD/0599	24,646.00	295,752.00
286	AD/0600	24,646.00	295,752.00
287	AD/0606	24,646.00	295,752.00
288	AD/0610	25,413.00	304,956.00
289	AD/0611	25,413.00	304,956.00
290	AD/0620	25,413.00	304,956.00



## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



## Form of Tender

To: \_\_\_\_\_  
Name and address of procuring entity

Date: \_\_\_\_\_

Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices 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 .....[number] 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 \_\_\_\_\_ 2016

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**Price Schedule Form**

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6		
7		
8		
9		
10		
11		
12		

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between [name of Procurement entity] of [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and [name of  
tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the  
other part:

WHEREAS the Procuring entity invited tenders for the **GPA** cover and has accepted a tender by  
the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in figures] (hereinafter called  
“the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....

Location of business premises .....

Plot No. .... Street/Road .....

Postal Address ..... Tel. No. ....Fax .....

Email .....

Nature of business .....

Registration Certificate No. ....

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

Name of your bank ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
[reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
[description of insurance services] (Hereinafter called "the Contract")

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

(Amend accordingly if provided by Insurance Company)

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary