



MERU UNIVERSITY OF SCIENCE & TECHNOLOGY

TENDER NO: MUST/005/2017-2019

PROVISION OF GENERAL INSURANCE SERVICES IN ANY OF THE FOLLOWING CATEGORIES

1. Fire and perils (All buildings)
2. Fire and perils (plant, equipment and machinery including furniture, fixtures and fittings , stock and consumables)
3. Money risk
4. Fidelity guarantee
5. Group life insurance
6. Group personal accident
7. GPA Student on attachment
8. Hospital Malpractice
9. WIBA/Employers liability
10. Motor vehicle insurance comprehensive (inclusive of terrorism, riots and Excess Protector)
11. Burglary for all moveable assets
12. All risks for all electronic equipment

CLOSING DATE: Wednesday 11th October 2017
TIME: 10:30 am

TENDER NO.MUST/005/2017-2019: PROVISION OF INSURANCE SERVICES

2017

1. Meru University of Science and Technology of Science and Technology invites sealed bids from interested eligible and registered insurance underwriters and insurance firms for the Provision of Insurance Services
2. Tendering will be conducted through Open Tender procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2016.
3. Interested eligible bidders may obtain further information from and inspect the Tender Documents at the Procurement Office Meru University of Science and Technology of Science and Technology P.O. Box 972-60200 Meru during normal working hours Mondays to Fridays.
4. A complete set of Tender Document(s) may be obtained from the address given above and the procurement office upon payment of a non-refundable fee of Kshs. 1,000.00 at the Cash Office or downloaded for free from Meru University of Science and Technology of Science and Technology website (www.must.ac.ke) or IFMIS portal (supplier.treasury.co.ke)
5. Duly filled bid documents in original and 2 Copies enclosed in plain sealed envelopes clearly indicating the Tender Number and Description without showing any indication of the bidder should be addressed to

The Vice Chancellor, Meru University of Science
and Technology of Science and Technology,
P.O Box 972-60200
Meru

And deposited in the Tender Box located at the Reception Administration Block 2 on or before **Wednesday 11th October 2017 at 10.30am**

Tenders will be opened immediately thereafter in the University Academic Boardroom in the presence of bidders or their representatives who choose to attend.

6. Late Tenders shall be returned unopened.

THE VICE CHANCELLOR

SPECIAL NOTES

1. These notes shall form part of the specifications and conditions.
2. The tenderer is required to check the number of pages in the documents and should he find any missing, or duplicate or indistinct, he should inform the Procurement Officer, Meru University of Science and Technology of Science and Technology immediately.
3. Should the tenderer be in any doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Procurement Officer in order that the correct meaning may be decided before the date of sub-mission.
4. No liability will be admitted nor claim allowed in respect of errors in the tender document due to mistakes in the specifications which should have been rectified in the manner described.

Form of Tender

Date

Tender No.....

TO: The Vice Chancellor,
Meru University of
Science and
Technology of
Science and
Technology
P.O Box 972-60200
MERU

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No (Insert number).The receipt of which is hereby duly acknowledged, we the undersigned, offer to provide insurance services in conformity with the tender documents at a total annual sum of.....

.....
(Total tender amount in words and figures, Quotation to include all charges and taxes and be in Kenya shillings)

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide insurance services in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening as per the instructions to bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 20 _

.....
(Signature)

.....
(In the capacity of)

Duly authorized to sign tender for and on behalf of

Tender Security Form

Whereas (Name of the tenderer) (Hereinafter called "the tenderer") has submitted its tender dated

(*Date of submission of tender for the supply of insurance services* (herein called "the Tender")).....

...
KNOW ALL PEOPLE by these presents that WE.....

Of Having our registered office at (*Hereinafter called "the Bank" are bound unto* Meru University of Science and Technology this Day of 20

THE TENDER CONDITIONS are:

1. If the tender withdraws its Tender during the period of tender validity specified by the bidder on the Tender 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 tender.

We undertake to pay to the procuring entity up to the above receipt upon receipt of its first written demand, without the procuring entity having to substantiate its demands, 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 conditions, specifying the occurrence conditions or conditions.

This guarantee will remain in force up to 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 date.

(*Signature of the Bank*) _____ Date _____

Seal _____

Witness Name _____

Signature _____ Date _____

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____ 20 _____

between Meru University of Science and Technology of Science and Technology of P.O
Box 972-60200, Meru (hereinafter called "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 university invited tenders for Provision of Insurance Services to the
University and has accepted a tender by the tenderer for the above in the
sum of

(Contract price in words and figures) hereinafter called "the contract price")

NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respective 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 price schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of Contract: and
 - (f) The University's Notification of Award
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the service and to remedy defects therein in conformity in all respects with the provisions of the contracts.
4. The University hereby covenants to pay the tenderer in consideration of the provision of the services and remedying of defects therein, the Contract price or such other sum as may become payable under the provision of the contracts at the time and in the manner prescribed by the contract.

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

Signed sealed, delivered by _____ the _____ (for the

university) Signed sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

FIRM'S AUTHORIZATION

TO: Meru University of Science and Technology of Science and Technology

WHEREAS _____
(Name of the firm)

Who are established and reputable firm of _____
(Name and/or description of the service)

Do hereby authorize _____
(Name and address of Agent)

To submit a tender, and subsequently negotiate and sign the Contract with you against tender No. _____

(Reference of the Tender)

for the above services.

We hereby extend our full guarantee and warranty as per the General conditions of Contract for the service offered for supply by the firm against this Invitation for Tenders.

(Signature for and of behalf of the firm)

Note: This letter of authority should be in the letterhead of the Firm and should be signed by a person competent.

GENERAL INFORMATION 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 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) Contract Form
 - (iii) Schedule of Requirements
 - (iv) Details of Insurance Cover
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form
 - (x) Firms authorization

- 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 maybe 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 tenderers 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.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 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.
- (b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Wednesday 11th October 2017 at 10:30 am**”

2.15.3 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”.

2.15.4 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 **Wednesday 11th October 2017 at 10:30 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 Tenderers 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 the **Academic Boardroom at 10:30 am** 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

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

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 tenderers 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 none 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 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 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

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	Particulars of Appendix to instructions to tenderers
2.1	A) All applicants MUST meet the following conditions: 1. Form of Tender (Duly filled, signed and stamped) 2. Should have been in operation for the last 3 years (attach certificate of registration) 3. Must be registered with the Insurance Regulatory Authority (provide copy of certificate) 4. Bid Bond (2% of tender sum in bank guarantee or bankers cheque or cash deposit) 5. Duly filled, signed business questionnaire 6. Tax compliance certificate 7. Current Trading License (attach current trade license) 8. Audited Financial Accounts (for the last 3 years) 9. Must provide a list of any five reputable clients and total clients premiums for the previous year B) For Insurance Company 1. Must have done annual gross premiums in previous years of Kshs. 500 Million 2. Must have paid up Capital of at least Kshs. 100 Million. 3. For Insurance Companies: Must be a member of the Association of Kenya Insurance (AKI) (Provide Membership Certificate) 4. Must be solvent according to the Insurance Regulatory authority latest reports. 5. Must have a positive working capital C) For Insurance Broker 1. Must be a member of the Association of Insurance Brokers (AIB) 2. Must have a professional Indemnity Insurance Cover of at least Kshs. 10 Million and copy must be availed. 3. Must have a positive working capital
2.12	Tender Security 2% of tender sum in bank guarantee or bankers cheque or cash deposit
2.15.2 (b)	Tender Opening and closing date shall be Wednesday 11th October 2017 at 10:30 am

TENDER QUESTIONNAIRE

Please fill in BLOCK LETTERS

1. Full names of Tenderer.....
2. Full address of Tenderer to which correspondence is to be sent
.....
.....
3. Telephone number(s) of Tenderer.....
4. Fax number of Tenderer.....
5. Name of Tenderers representative to be contacted on matters of the tender during tender period.....
.....
6. Details of Tenderers nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (Name, Address, Telephone Number, Fax, E-mail Address etc.....
.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated here below

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

PART 1 – GENERAL

- a) Business Name
- b) Location of Business premises Country/Town
- c) Plot Number Street/Road
- d) Postal Address Telephone
- e) Nature of Business.....
- f) Current Trade License No.....Expiry date
- g) Pin Number (Attach copy)
- h) VAT Certificate Number (Attach copy)
- i) Maximum Value of business which you can handle at any one time
Kshs.....
- j) Name of your Bankers.....Branch.....
- k) Your trade terms (including mode of payment, credit allowed and discount).....
- l) Bankers Certificate on the Tenderers Liquidity, Suitability and Credit Limitation

PART 2(A) - SOLE PROPRIETOR

- a) Your Name in Full.....Age.....
- b) Nationality.....Country of Origin.....
- c) Citizenship details.....

PART 2(B) – PARTNERSHIP

Give details of Partners as follows:-

NAME	NATIONALITY	SHARES
.....		
.....		
.....		
.....		

PART 2(C) – REGISTERED COMPANY

a) Private or Public.....state the nominal and issued capital of the company

Nominal Kshs

Issued Kshs

b) Details of Directors

NAME	NATIONALITY	SHARES
.....		
.....		
.....		
.....		
.....		

If Kenyan citizen, indicate under ‘Citizenship Details:’ whether by birth, naturalization or registration.

PART 3

In the event of this tender being accepted in part or in full within the stipulated days I/We agree to supply against an order signed by an officer of the University authorized to do so, those services accepted in this tender to the quoted delivery points and date and that failure on my/our part to meet these requirements constitute a breach of contract.

Tenderer's Name.....

Tenderer's Signature.....

Tenderer's

Designation

.....

Full Address P. O. Box

Tel. No.

Date.....

Witnessed By

Address.....

Tel. No.

Signature of Witness.....

Date

RISK NOTES

FOR THE PROVISION OF INSURANCE SERVICES DURING THE FINANCIAL YEAR 2017 - 2019

Your quotation must be on this document and the underwriter for each policy indicated

ITEM NO	DESCRIPTION OF INSURANCE COVER	DETAILS OF THE COVER	SUM ASSURED KSHS	PREMIUM QUOTED (KSHS.)	PREMIUM FOR political violence terrorism , riots civil commotion strikes	UNDERWRITER
1	Fire and perils(all buildings)	-all buildings within the university Total sum assured	 772,898.094			
2	Fire and Perils (plant, equipment and machinery including Furniture, fixtures and fittings.	-machinery and equipment -Furniture, fixtures and fittings. -stock and consumables, books and gowns. Total sum assured	320,000,000 89,083,000 <u>74,000,000</u> 483,083,000			

3	Money risk	Cash in transit at any one time –up to a maximum of Kshs 500,000 Money in the safe- Kshs 200,000 Money with cashiers- Kshs 100,000 Total Sum Assured	800,000			
4	Fidelity Guarantee	-cashiers-Kshs 800,000 - storekeepers-Kshs 200,000 -Accountants –Kshs 1,000,000 Total Sum Assured	2,000,000			
5	Group Life Insurance	<u>Staff to benefit</u> -All staff members on permanent and contract terms of employment <u>Death in Service benefit</u> -Eight (8) times the deceased member’s annual consolidated salary (basic+ house allowance) payable to him on the date of death. Last expense Benefit –kshs 200,000 Total Sum Assured	Annual Earning 350,438,868			
6	Group Personal accident	All employees on contract and permanent terms of employment. <u>Benefits on permanent total disablement</u>	Annual Earnings			

		-8 times Annual Consolidated Salary (Basic salary + House allowance) <u>Benefits on Temporary disablement.</u> -Benefits of actual weekly salary up to a maximum of 104 weeks (three months) -Actual Medical expenses incurred up to a maximum of ksh 500,000 Refund of Ambulance expenses /airlifting (actual incurred) up to a maximum of ksh50,000 Grand total sum assured	350,438,868			
7	GPA Student on attachment	100 students at any one time -Damage to the employers property while on attachment – Kshs. 100,000 -Death Benefit – Kshs. 100,000 -Medical Expenses – Kshs. 20,000 Total Sum Insured	220,000			
8	Hospital Malpractice	Medical staff Total sum assured	15,000,000			
9	Employers liability	Cover against 3rd party claims , based on current level of claims against MUST – Kshs. 2,000,000 Work Injuries Benefit Act – Kshs. 1,000,000 Total sum assured	3,000,000			

10	Motor vehicle insurance	See the schedule of motor vehicles shown in the table below Inclusive of political violence terrorism and riots strike and civil commotion , excess protector, Total sum assured	63,621,439			
11	Burglary	All moveable assets	100,000,000			
12	All Risks	All risks for all electronic equipment	25,000,000			

UNIVERSITY VEHICLES DETAILS

N O	VEHICLE REG NO.	TYPE OF VEHICLE	YEAR OF MANU FACTU RE	VEHICLE VALUE	TYPE OF COVER	PREMIUM (KSH.) inclusive of political violence terrorism and riots strikes and civil commotion, excess protector
1	KBG 332C	BUS	2009	2,500,000	Comprehensive	
2	KBG 309C	VAN	2008	1,660,000	Comprehensive	
3	KBJ 011 U	SALOON	2008	890,000	Comprehensive	
4	KBJ 110 U	LORRY	2009	1,410,000	Comprehensive	
5	KBL 423G	M. BUS	2010	1,980,000	Comprehensive	
6	KBL 424G	M. BUS	2010	1,950,000	Comprehensive	
7	KBN 223E	SALOON	2010	980,000	Comprehensive	
8	KBN 226E	SALOON	2010	1,050,000	Comprehensive	
9	KBK 648Q	D. CABIN	2009	1,700,000	Comprehensive	
10	KBT 610N	SALOON	2012	1,530,000	Comprehensive	
11	KBT 611N	SALOON	2012	1,280,000	Comprehensive	
12	KBT 662N	AMBULANCE	2012	2,200,000	Comprehensive	
13	KBT 016N	MOTOR BIKE	2010	270,000	Comprehensive	
14	KBR 456U	TRACTOR	2011	2,720,000	Comprehensive	
15	KBU 111T	PICK UP	2012	2,010,000	Comprehensive	
16	KBU 127T	BUS	2010	8,110,000	Comprehensive	
17	KBU 089T	LORRY TIPPER	2010	7,720,000	Comprehensive	
18	KCA 165F	SALOON	2014	2,950,000	Comprehensive	
19	KCA 164F	S.WAGON	2014	6,990,000	Comprehensive	
20	KCH 861Q	VAN	2016	7,081,999	Comprehensive	
21	KCK 640U	M.BUS	2017	6,639,440	Comprehensive	
TOTAL VALUE						

Transfer total premium to row 10 on the table above.

NB: The University vehicles are installed with fleet management system.

TECHNICAL EVALUATION FORM – INSURANCE SERVICE
The tenderer is expected to complete Part 1 and 3 of this form

Part 1: General Information

Tenderer Name
Postal Address
Telephone (Office)..... Mobile.....
Physical Address

Part 2: Evaluation Stages

Stage 1: Mandatory Requirements

Tenderer must qualify in all the above in order to proceed to the Evaluation Stage 2

1. Form of Tender (Duly filled, signed and stamped)
2. Should have been in operation for the last 3 years (attach certificate of registration)
3. Must be registered with the Insurance Regulatory Authority (provide copy of certificate)
4. Bid Bond (2% of tender sum in bank guarantee or bankers cheque or cash deposit)
5. Duly filled, signed business questionnaire
6. Tax compliance certificates (attach copies)
7. Current Trading License (attach current trade license)
8. Audited Financial Accounts (for the last 3 years)
9. Must provide a list of any five reputable clients and total clients premiums for the previous Year

B) For Insurance Company

1. Must have done annual gross premiums in previous years of Kshs. 500 Million
2. Must have paid up Capital of at least Kshs. 100 Million.
3. For Insurance Companies: Must be a member of the Association of Kenya Insurance (AKI) (Provide Membership Certificate)
4. Must be solvent according to the Insurance regulatory Authority (IRA) latest reports
5. Must have a positive working capital

C) For Insurance Broker

1. Must be a member of the Association of Insurance Brokers (AIB)
2. Must have a professional Indemnity Insurance Cover of at least Kshs. 10 Million and copy must be availed.
3. Must have a positive working capital

Stage 2: Technical Evaluation

Other Requirements

(If found necessary the Technical Evaluation Team will visit the physical premises of the tenderer to verify and award points accordingly based on the following requirements)

Business Premise/s

YES -----

NO-----

If the bidder does not have a business premise then he/she will be automatically disqualified. If the bidder has a business premise then he/she will proceed to the 2nd stage of the evaluation criteria.

i) INSURANCE COMPANY

No.	Requirements	Max. Points	Points awarded	Remarks
1.	Communication Telephone Website Email	1 1 1		
2.	Accessibility of the business premise	2		
3.	Technical Knowledge Years of experience by the technical staff 2 years below 3-5 years 5 years and above	 2 3 5		
4.	Paid-up Capital of at least KES. 100M (attach evidence)	5		
5.	Annual gross premiums in the previous year of over KES. 500M. (attach evidence)	5		
6.	List of five (5) reputable clients and their premiums in the previous two years 2015 & 2016. (attach evidence)	5		
7.	Past performance with at least 3 Public Institutions (attach evidence)	5		
	TOTAL	30		

ii) INSURANCE BROKER

No.	Requirements	Max. Points	Points awarded	Remarks
1.	Communication Telephone Website Email	1 1 1		
2.	Accessibility of the business premise	2		
3.	Technical Knowledge Years of experience by the technical staff 3 years below 3-5 years 5 years and above	2 3 5		
4.	Bank guarantee of KES. 1M. as required by the Commissioner of Insurance. (attach copy)	5		
5.	Professional Indemnity Cover of at least KES. 10M. (attach copy)	5		
6.	List of five (5) reputable clients and their premiums in the previous two years 2015 & 2016. (attach evidence)	5		
7.	Past performance with Public Institutions at least 3 clients (attach evidence)	5		
	TOTAL	30		

The cut off point for the Technical Evaluation is 22 points.

Stage 3: Financial Evaluation

3.1. The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.

3.2. The evaluation committee shall determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

3.3 (a) Particulars of post – qualification if applicable. **MUST** may inspect the Premises

Part 3: Declaration (For the Tenderer only)

The tenderer is expected to indicate whether he/she will/will not accept to be evaluated on the above criteria.

Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

NO:

☐

YES:

☐

Official Stamp ----- Sign -----

For Official Use Only

(The Team Leader of the Evaluation Members will make comments below based on the findings about the tenderer).

Total marks scored -----

Remarks-----

Accept the Firm ☐ Reject the Firm ☐

Sign----- Date -----