



UNIVERSITY OF NAIROBI
RESTRICTED TENDER DOCUMENT FOR
PROCUREMENT OF INSURANCE SERVICES

RESTRICTED TENDER FOR PROVISION OF INSURANCE SERVICES, 2018/2019

RESTRICTED TENDER NO: UON/RT/119 /2018-2019

DATE OF NOTICE: MONDAY FEBRUARY 5, 2018

CLOSING DATE: MONDAY FEBRUARY 12, 2018 AT 10.30AM

All correspondence to:

PROCUREMENT MANAGER,
UNIVERSITY OF NAIROBI,
P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,
TEL: (020) – 318262 FAX: (020) – 2245566
E-MAIL: manager-procurement@uonbi.ac.ke

SECTION I - INVITATION FOR TENDERS

RESTRICTED TENDER NO: UON/RT/118 /2018-2019

DATE OF NOTICE: MONDAY FEBRUARY 5, 2018

CLOSING DATE: MONDAY FEBRUARY 12, 2018 AT 10.30AM

TENDER NAME: PROVISION OF INSURANCE SERVICES 2018-2019

The University of Nairobi invites sealed tenders from **insurance companies only** for Provision of **insurance services**

- (a) Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Manager's office, Room 104, Administration Block 1st floor, Main campus** during normal working hours from 0800 to 1700 hours.
- (b) Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- (c) **The University awards the tender for insurance services on class by class basis.**
- (d) **Your documents will be subject to verification by relevant Statutory Authorities**
- (e) Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number, name and be deposited in the Tender Box at **The Main Campus, Reception Area, Administration Block or be addressed and posted to Procurement Manager, University of Nairobi P.O Box 30197-00100, Nairobi, Kenya** so as to be received on or before **MONDAY FEBRUARY 12, 2018 AT 10.30AM**
- (f) **The tenderer shall furnish an unconditional Tender Security of Ksh. 500,000.00 (FIVE HUNDRED) in the form of Bank Guarantee** from a reputable bank, insurance Company Guarantee or any other form as approved by PPRA
- (g) Tenders will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend the opening at the **Council Committee Room, Administration Block, 3rd Floor**

Late bids will be rejected and returned unopened. *The University of Nairobi reserves the right to accept or reject a tender in whole or in part. Canvassing will lead to automatic disqualification*

**MARY.M.KARIUKI
Ag, PROCUREMENT MANAGER**

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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

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 **four (4) 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 an 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 (if applicable)
 - (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 be five hundred thousand.

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

1. **Cash.**
2. **A bank guarantee.**
3. **Such insurance guarantee approved by the Authority.**
4. **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 **120 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 and delivered to the Procuring entity at the following address:
Procurement Manager,
University of Nairobi
P.O. Box 30197- 00100 GPO NAIROBI KENYA,
Tel:(020) -318262 fax:(020) 2245566
E-MAIL:manager-procurement@uonbi.ac.ke

- (b) Bear tender name and number and the words: **“DO NOT OPEN BEFORE 12 Feb 2018**
- (c) 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”.

2.15.3 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

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, on **MONDAY, 12 February 2018** 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 The Tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

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>instructions to tenderers</i>
2.1	As in 2.1.1
2.15.2 (b)	MONDAY February 12 2018 at 10.30am
2.16.1	MONDAY February 12 2018 at 10.30am
2.18.1	MONDAY February 12 2018 at 10.30am

SECTION III - GENERAL CONDITIONS OF CONTRACT

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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” means 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 superseded 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

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

3.8.2. 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 15% 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.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Insurance Regulatory Authority for the year 2018 and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross annual premiums in the last financial year of at least Kshs. 3 billion
- 4.1.3 Must give a list of 10 (Ten) reputable clients and total clients premiums of at least 300million for the previous financial year whose performance may be sought
- 4.1.4 Must submit a copy of the audited accounts for years 2014, 2015, 2016
- 4.1.5 Must have total number of management staff of at least ten (10) with practice specialties.
- 4.1.6 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
 - (d) Compliance certificate from NSSF and NHIF. Written evidence that the firm is making all Social Security Contributions as required i.e. NSSF and NHIF. Must be valid as the time of evaluation.
 - (e) Current Business permit
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI) 2018)
- 4.1.8 Provide evidence that the company has been in existence and in operation for at least five (5 years)
- 4.1.9 Current credit rating by an accredited rating facility.
- 4.1.10 Bid bond of Kshs.500,000.00 in the form of cash, bank guarantee or insurance bond approved by PPRA**
- 4.1.11 The bidder must fill in a signed and stamped Tender form.**
- 4.1.12 The bidder must fill in fully signed and stamped confidential business questionnaire Form.
- 4.1.13 The bidder must fill in bidder's declaration and integrity pact Bidder's
- 4.1.14 All mandatory documents must be certified
- 4.1.15 The tender covers a period of (1) year renewable subject to satisfactory performance**

UNIVERSITY OF NAIROBI

TECHNICAL SPECIFICATION FOR THE TENDER FOR PROVISION OF INSURANCE SERVICES – 2018/2019

Types of Policy	Date Required
1. Motor Vehicles	01/4/2018
2. Group Personal Accident –WIBA package policy	
(a) Staff	01/3/2018
(b) Council Members	01/3/2018
3. Fire and Peril	01/3/2018
4. Burglary	01/3/2018
5. Cash in Transit	01/3/2018
6. Plate Glass	01/3/2018
7. Fidelity Guarantee	01/3/2018
8. Public Liability	01/3/2018
9. Employers Liability	01/3/2018

The details/specifications are as follows:

1. PUBLIC LIABILITY

Period of Insurance:	One year
Details of Insurance: and/or	Legal liabilities to third parties for death, or bodily injury Property damage arising out of University business in premises and ground owned or leased {see item (5) for details}.
Limit of cover	
University	Ksh. 50,000,000.00(Fifty Million), in case of third parties.
UNES	Ksh. 10,000,000.00(Ten Million), in case of third parties.
Cover to include:	<ol style="list-style-type: none">1. Fire and Explosions.2. Legal liabilities to members of the public and students, Including their Belongings/personal effects.3. Veterinary malpractices for surgeons' and students.4. Lifts, hoists and broilers.5. Food poisoning in all kitchens.6. Car parks and swimming pools.7. Kima Kimwe Dam.8. UNES Bookstores

2. BURGLARY

Period of cover:	One year
Details of cover:	Theft by violent forcible entry to or exit from the University Premises including larceny.

Cover to include: All movable contents of every description whilst in any of the University/UNES premises, including animals at the Upper Kabete, Kibwezi, Kikuyu and Kenya science campuses.

Total sum insured - UON: Ksh. 825,413,386.00 FLSI Ksh. 300,000,000.00
 Total sum insured - UNES: Ksh. 21,754,998 FLSI Ksh. 8,600,000.00

NOTE: The asset register can be inspected on arrangement with Senior Accountant 1-Capital section Room 108B on Tel. 318262 Ext. 28118.

3. MONEY POLICY

University

	Kshs.
3.1 Cash in transit:	2,000,000.00
3.2 On the premises outside business hours	500,000.00
3.3 On the premises during business hours	2,000,000.00
3.4 On premises not in strong room:	300,000.00
3.5 Estimated annual carry: University	150,000,000.00

UNES

3.6 Cash in transit:	1,000,000.00
3.7 On the premises outside business hours	1,500,000.00
3.8 On the premises during business hours	3,000,000.00
3.9 On premises not in strong room:	500,000.00
4.0 Estimated annual carry: UNES	50,000,000.00

Special conditions: 1) Subject to adjustment as need arises to carry more cash than indicated.
 2) Cover to include losses during riots and strikes.

4. FIDELITY GUARANTEE

Period of cover: One year
 Details of cover: Re-imburement of all direct pecuniary loss sustained following any act of fraud or dishonesty committed by employees directly involved with handling of cash and stocks.

University

Category of Officers	No. of persons.	Limit of liability for each officer (Kshs)
Finance officer	1	1,000,000.00
Deputy Finance Officers	4	1,000,000.00
College Bursars & Senior Accountants/Procurement officers	18	1,000,000.00
Accountants & assistants/ Stores keepers	15	1,000,000.00

Cashiers	10	2,000,000.00
UNES		
Finance Manager	1	1,000,000.00
Senior Accountant	1	1,000,000.00
Accountants	2	1,000,000.00
Assistant Accountants/store keepers/ Procurement officers	10	550,000.00
Cashiers/Accounts Assistant	18	1,200,000.00

5. FIRE AND PERILS

Value to be insured: Ksh. 20,728,000,000.00 for all University of Nairobi buildings and contents therein, including the following (among others):

- Damage to University buildings/structures(walls, floors, ceiling roofs, glasses e.t.c)
- Stocks.
- Furniture and Equipment.
- Student properties in the hall of residence.
- Computers and laptops including computer equipment at the School of Computing /ICT centre Chiromo campus.
- UNES contents amounting to Ksh. 70,803,982.29

Details of cover: Destruction or damage by fire, explosion, bush fire, riot and strikes Malicious damage, earthquake, wind, hail, rain flood, overflowing of guttering and pipes, bursting of water tanks and pipes, aircraft impact and subterranean fire. Quotation to include political violence and terrorism extension

NOTE: The land and buildings register can be inspected on arrangement with Senior Accountant 1-Capital section Room 108B on Tel. 318262 Ext. 28118

LOCATIONS

BUILDINGS AND CONTENTS

Main Campus
University of Nairobi Enterprises and Services premises
University of Nairobi residential houses
Lower and upper kabete campuses
Chiromo, parklands and Kenya science campuses
Kikuyu campus
Kenyatta medical and dental schools
Kisumu campus Complex
Mombasa campus
Tigoni
Lamu

Malindi
Mombasa
Kibwezi

With respect to contents only:-

- Kakamega extra mural centre.
- Nyeri extra mural centre.
- Nakuru extra mural centre.

6. MOTOR VEHICLES (as per attached list: pages 1-7)

7. GROUP PERSONAL ACCIDENT

Period of cover: One year

Details of cover: (a) To provide cover for University and UNES employees on a 24 hours basis for accidental death or bodily injuries.

(b) To provide cover for members of University of Nairobi council and chancellor, while on University business. Number: 9 members. Average earnings Ksh. 1.2 million per member per year.

Cover: Three years earnings

Sum insured (employees): to provide quotations for covering employee's benefits based on **three year basic earnings.**

Payroll Statistics

University Payroll

Grade	No. in Grade	Monthly basic salary	Annual salary basic
I-IV	1126	22,690,027.00	272,280,324.00
Middle	1482	57,517,826.00	690,213,919.
Academic	1971	289,623,189.00	2,992,421,796.00
On Contract	396	16,834,647.00	182,994,438.00
Casuals	<u>1114</u>	<u>13,723,514.00</u>	<u>164,682,168.00</u>
TOTAL	<u>6,501</u>	<u>354,165,895.00</u>	<u>4,249,990,746.00</u>
UNES Payroll (on Contract)			
TOTAL	<u>101</u>	<u>4,018,000.00</u>	<u>48,216,000.00</u>

Scope

- 24 hours
- Death
- Permanent total disablement
- Temporary disablement(weekly earnings)

8. PLATE GLASS

Scope: Damage to special category of glasses (reinforced) fitted on some of the University Buildings.

Areas covered

- Some students hall of residence
- American wing
- Entrance to Central Administration buildings and Gandhi wing
- Entrance to Kisumu Campus buildings

Amount insured: Kshs. 10,000,000.00 (Ten million)

9. EMPLOYER'S LIABILITY (COMMON LAW) POLICY

Period of cover: One year

Details of cover: Legal liabilities arising out of employer's (UON & UNES) negligence or breach of Common Law or statutory duty over its employees resulting in employee sustaining bodily injury or death.

Sum insured: To provide quotation based on employees statistics as given in note (7) above.

MOTOR VEHICLES/CYCLES
COMPREHENSIVE - PRIVATE CARS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
1	KAE 966J	TOYOTA LAND CRUISER	1995	610,000.00	5
2	KAL 658U	TOYOTA PRADO 4X4 S/W	2001	610,000.00	5
3	KAN 214U	MISTUBISHI PAJERO 4WD S/W	2002	760,000.00	7
4	KAN 965U	TOYOTA PRADO 4X4 S/W	2004	1,080,000.00	5
5	KAQ 085J	MITSUBISHI PAJERO 4WD S/W	1990	580,000.00	5
6	KAQ 164G	SUBARU FORESTER	2002	710,000.00	5
7	KAQ 823B	NISSAN TERANO	2002	760,000.00	5
8	KAR 713L	MITSUBISHI PAJERO	2005	720,000.00	7
9	KAV 028E	TOYOTA COROLLA	2006	520,000.00	5
10	KAV 456V	TOYOTA LAND CRUISER	2006	1,680,000.00	8
11	KAV 845E	TOYOTA COROLLA	2007	590,000.00	5
12	KAV 868E	TOYOTA COROLLA	2007	610,000.00	5
13	KAW 156Z	SUZUKI GRAND VITARA	2007	830,000.00	5
14	KAX 376V	SUBARU FORESTER SF5	2000	540,000.00	5
15	KAY 565V	LAND ROVER DEFENDER 110	2007	1,315,000.00	9
16	KAY 566V	LAND ROVER DEFENDER 110	2007	1,610,000.00	9
17	KAY 617V	VW JETTA	2007	950,000.00	5
18	KAY 859V	TOYOTA PRADO 4X4 S/W	2008	2,060,000.00	5
19	KBB 193S	SUZUKI VITARA	2008	1,170,000.00	5
20	KBG 084C	TOYOTA AVANZA	2009	960,000.00	5
21	KBJ 080U	TOYOTA PRADO 4X4 S/W	2009	2,910,000.00	5
22	KBJ 475U	TOYOTA LAND CRUISER	2009	2,450,000.00	9
23	KBJ 502U	TOYOTA COROLLA	2010	1,090,000.00	5
24	KBJ 530U	TOYOTA COROLLA	2010	1,400,000.00	5
25	KBJ 531U	TOYOTA COROLLA	2010	1,080,000.00	5
26	KBJ 535U	TOYOTA COROLLA	2010	1,280,000.00	5
27	KBJ 559U	TOYOTA COROLLA	2010	1,400,000.00	5
28	KBJ 587U	TOYOTA COROLLA	2010	1,080,000.00	5
29	KBJ 613U	TOYOTA COROLLA	2010	1,200,000.00	5
30	KBJ 663U	TOYOTA COROLLA	2010	1,090,000.00	5
31	KBJ 664U	TOYOTA COROLLA	2010	1,650,000.00	5
32	KBL 417G	TOYOTA RAV 4	2010	2,195,000.00	5
33	KBL 509G	TOYOTA COROLLA	2010	1,740,000.00	5
34	KBN 529E	TOYOTA COROLLA	2010	1,440,000.00	5
35	KBN 530E	TOYOTA COROLLA	2010	1,710,000.00	5
36	KBR 286U	TOYOTA COROLLA	2011	1,760,000.00	5
37	KBR 299P	TOYOTA FORTUNER	2011	2,600,000.00	5
38	KBU 317T	TOYOTA COROLLA	2013	2,050,000.00	5
39	KBT 651N	NISSAN PATROL	2013	5,880,000.00	5
40	KBU 353T	PASSAT 1.8TF	2013	3,510,000.00	5
41	KBU 055T	TOYOTA COROLLA	2013	1,890,000.00	5

42	KBU 824T	TOYOTA COROLLA	2013	2,240,000.00	5
43	KBU 825T	TOYOTA COROLLA	2013	2,080,000.00	5
44	KBW 039V	TOYOTA COROLLA	2013	3,130,186.00	5
45	KBZ 702D	TOYOTA L/C	2014	4,160,000.00	9
46	KCA 519F	TOYOTA COROLLA	2015	3,901,563.00	
47	KCK 825U	TOYOTA FORTUNER	2007	6,295,068.00	7
48	KCH 596Z	TOYOTA LAND CRUISER	2007	6,700,653.00	7

THIRD PARTY FIRE & THEFT - PRIVATE CARS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
47	KAC 765G	MISTUBISHI PAJERO 4WD S/W	1993	310,000.00	7
48	KAG 799F	TOYOTA COROLLA	1996	250,000.00	5
49	KAG 806F	TOYOTA LAND CRUISER 4WD S/W	1996	360,000.00	8
50	KAJ 361D	SUBARU LEGACY S/W	1990	250,000.00	5
51	KAJ 765S	TOYOTA PRADO 4X4 S/W	1993	395,000.00	5
52	KAJ 905S	MISTUBISHI PAJERO	1997	370,000.00	5
53	KAN 174Z	SUZUKI VITARA S/W	2001	290,000.00	5
54	KAN 484T	TOYOTA RAV 4	2001	340,000.00	5
55	KAN 801U	PEUGEOT 504 S/W	2003	330,000.00	5
56	KAN 802U	PEUGEOT 504 S/W	2003	350,000.00	5
57	KAN 803U	PEUGEOT 504 S/W	2003	310,000.00	5
58	KAN 891U	PEUGEOT 504 S/W	2003	360,000.00	5
59	KAQ 873U	NISSAN B 14	2003	270,000.00	5
60	KAQ 985T	MISTUBISHI PAJERO	2003	310,000.00	4
61	KAS 280H	SUZUKI ESCUDO	1997	320,000.00	5
62	KZX 265	TOYOTA LAND CRUISER 4WD S/W	1989	260,000.00	7
63	KAJ 790S	TOYOTA HILUX SURF	1998	420,000.00	5

THIRD PARTY ONLY - PRIVATE CARS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
64	KAB 213B	ISUZU TROOPER	1991	190,000.00	5
65	KAH 330F	DAIHATSU VEROSA F300	1996	135,000.00	5
66	KAH 656F	DAIHATSU TERROIS 4WD S/W	1997	135,000.00	5
67	KAJ 064S	SUZUKI SAMURAI	1998	175,000.00	5
68	KAJ 065S	SUZUKI SAMURAI	1998	160,000.00	5
69	KAJ 543M	TOYOTA SURF	1994	190,000.00	4
70	KAL 385U	NISSAN PRIMERA SALOON	2000	190,000.00	5
71	KAQ 145Q	TOYOTA COROLLA	1998	170,000.00	5
72	KWU 796	TOYOTA L/C	1985	160,000.00	7
73	KYF 335	NISSAN URVAN E23	1998	150,000.00	5
74	KZX 086	LANDROVER 110 S/W	1989	140,000.00	7
75	KZB 378	TOYOTA LAND CRUISER 4WD S/W	1989	190,000.00	5
76	KZG 413	MITSUBISHI PAJERO 4WD S/W	1989	180,000.00	5
77	KAA 221P	TOYOTA HIACE	1991	235,000.00	9
78	KAB 544F	MITSUBISHI PAJERO 4WD S/W	1990	220,000.00	5

79	KAE 586F	SUBARU LEGACY S/W	1994	220,000.00	5
80	KAG 797F	TOYOTA COROLLA	1996	230,000.00	5
81	KAG 798F	TOYOTA COROLLA	1996	240,000.00	5
82	KAG 801F	TOYOTA COROLLA	1996	240,000.00	5
83	KAG 802F	TOYOTA COROLLA	1996	210,000.00	5
84	KAG 794F	TOYOTA LAND CRUISER 4WD S/W	1996	230,000.00	5
85	KAJ 752S	NISSAN PRIMERA	1993	160,000.00	5
86	KAL 276G	MITSUBISHI PAJERO 4WD S/W	1990	210,000.00	5
87	KAM 002C	SUZUKI ESCUDO 4WD	1992	220,000.00	5
88	KAN 444B	SUZUKI VITARA 4WD	2001	230,000.00	5
89	KAR 282L	SUZUKI VITARA JX 4WD	1995	200,000.00	5

MOTOR COMMERCIAL - COMPREHENSIVE -BUSES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
90	KAL 302U	ISUZU MV 118 BUS	2000	1,020,000.00	62
91	KAL 353U	ISUZU MV 118 BUS	2000	1,040,000.00	62
92	KAL 392U	ISUZU MV 118 BUS	2000	1,210,000.00	62
93	KAL 850U	ISUZU MV 118 BUS	2001	1,230,000.00	62
94	KAL 934U	ISUZU MV 118 BUS	2001	1,220,000.00	62
95	KAN 429U	ISUZU MV 118 BUS	2002	1,170,000.00	62
96	KAN 935U	TOYOTA HIACE	2004	500,000.00	14
97	KAN 963U	NISSAN AMBULANCE	2004	550,000.00	5
98	KAN 975U	TOYOTA	2003	500,000.00	9
99	KAR 005L	TOYOTA HIACE	2004	650,000.00	12
100	KAR 314L	ISUZU MV 118 BUS	2004	2,250,000.00	62
101	KAR 315L	ISUZU MV 118 BUS	2004	2,160,000.00	62
102	KAR 358L	ISUZU MINI BUS	2004	840,000.00	33
103	KAV 066E	ISUZU MV 123 BUS	2006	2,600,000.00	62
104	KAV 080E	ISUZU MINI BUS	2006	870,000.00	33
105	KAV 626E	TOYOTA HIACE	2006	630,000.00	14
106	KAV 643E	TOYOTA HIACE	2006	640,000.00	14
107	KAV 858E	ISUZU MV 118 BUS	2006	2,820,000.00	62
108	KAV 859E	ISUZU MV 118 BUS	2006	2,810,000.00	62
109	KAV 861E	ISUZU MV 118 BUS	2006	2,950,000.00	62
110	KAW 058Z	TOYOTA HIACE	2006	650,000.00	14
111	KAW 532Z	ISUZU MINI BUS	2005	1,710,000.00	51
112	KAY 628V	NISSAN URVAN M24	2007	830,000.00	9
113	KBB 158S	TOYOTA HIACE	2008	1,510,000.00	14
114	KBG 014C	TOYOTA MICRO BUS	2009	1,530,000.00	14
115	KBG 104C	ISUZU BUS	2009	2,060,000.00	51
116	KBG 181C	ISUZU MV 123 BUS	2009	3,700,000.00	62
117	KBG 197C	NISSAN URVAN E24	2007	1,260,000.00	14

118	KBG 303C	ISUZU MV 123 BUS	2009	3,710,000.00	62
119	KBG 855C	NISSAN CIVILIAN MINI BUS	2009	1,840,000.00	28
120	KBJ 098U	TOYOTA HIACE	2009	2,070,000.00	14
121	KBJ 228U	TOYOTA HIACE	2009	2,019,000.00	9
122	KBJ 229U	TOYOTA HIACE	2009	1,690,000.00	9
123	KBN 575E	TOYOTA HIACE	2010	3,300,000.00	9
124	KBN 576E	TOYOTA HIACE	2010	2,840,000.00	9
125	KBN 954E	TOYOTA HIACE	2011	3,220,000.00	9
126	KBN 955E	TOYOTA HIACE	2011	3,350,000.00	14
127	KBQ 461D	NISSAN URVAN	2011	1,820,000.00	9
128	KBQ 922D	TOYOTA HIACE	2011	2,710,000.00	14
129	KBR 533U	TOYOTA HIACE	2011	3,370,000.00	14
130	KBT 591N	NISSAN URVAN AMBULANCE	2013	2,600,000.00	5
131	KBT 592N	NISSAN URVAN AMBULANCE	2013	2,570,000.00	5
132	KBU 286T	ISUZU NPR	2012	4,010,000.00	29
133	KBU 769T	ISUZU M/BUS HEARSE	2013	4,770,000.00	33
134	KBU 770T	ISUZU MV 123 BUS	2013	9,160,000.00	62
135	KBU 771T	ISUZU MV 123 BUS	2013	8,680,000.00	62
136	KBU 772T	ISUZU MV 123 BUS	2013	9,180,000.00	62
137	KBW 127V	TOYOTA HIACE	2013	4,470,000.00	12
138	KBW 128V	TOYOTA HIACE	2013	4,450,000.00	9
139	KBW 712V	TOYOTA HIACE	2013	5,310,000.00	9
140	KBZ 180D	ISUZU 123 BUS	2014	10,500,000.00	62
141	KBZ 701D	TOYOTA HIACE	2014	6,393,330.00	10
142	KCA 112F	ISUZU POLO 4.7	2015	6,325,000.00	33
143	KCA 535F	TOYOTA HIACE	2015	5,520,000.00	14
144	KCE 397D	ISUZU MV 123 BUS	2015	10,539,760.00	62
145	KCE 398D	ISUZU MV 123 BUS	2015	10,539,760.00	62
146	KBW 082V	TOYOTA HIACE	2013	4,460,000.00	9
147	KBZ 856D	ISUZU MV 123 BUS	2014	9,000,000.00	62
148	KBU 364T	NISSAN URVAN	2015	4,000,000.00	9

THIRD PARTY FIRE & THEFT - BUSES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
148	KAB 273B	NISSAN CIVILIAN MINI BUS	1990	250,000.00	25
150	KAG 292F	TOYOTA HIACE	1996	320,000.00	9
151	KAN 964U	NISSAN AMBULANCE	2004	480,000.00	5
152	KAN 530U	TOYOTA HIACE	2002	410,000.00	14
153	KAJ 755S	NISSAN CARAVAN	1998	275,000.00	14
154	KAM 388Q	NISSAN URVAN VAN E24	1999	340,000.00	14
155	KAN 691U	TOYOTA HIACE	2003	460,000.00	10
156	KAN 908U	NISSAN CARAVAN AMBULANCE	1996	350,000.00	5
157	KAL 398U	NISSAN URVAN AMBULANCE	2001	360,000.00	5

THIRD PARTY ONLY - BUSES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
158	KAA 125P	TOYOTA HIACE	1990	120,000.00	4
159	KAC 442G	TOYOTA HIACE	1993	180,000.00	9
160	KAH 091F	TOYOTA HIACE	1996	240,000.00	2
161	KZG 209	ISUZU MV 118 BUS	1988	205,000.00	62

THIRD PARTY ONLY - MOTOR CYCLES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
162	KBT 185N	TVS	2013	120,000.00	1
163	KBT 186N	TVS	2013	120,000.00	1
164	KBQ 763D	SUZUKI TF 125	2011	120,000.00	1
165	KBQ 764D	SUZUKI TF 125	2011	150,000.00	1
166	KBQ 765D	SUZUKI TF 125	2011	140,000.00	1
167	KBQ 766D	SUZUKI TF 125	2011	180,000.00	1
168	KAMCV 422U	SKYGO 150	2011	69,700.00	1
169	KAMCV 533Y	SKYGO 150	2011	69,500.00	1
170	KCD 064G		2015	128,580.00	1

MOTOR COMMERCIAL - COMPREHENSIVE -PICK UPS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
171	KAT 587X	TOYOTA HILUX	2005	790,000.00	5
172	KAV 869E	NISSAN HARDBODY D/C	2006	890,000.00	5
173	KAW 467Z	NISSAN D/C	2007	710,000.00	3
174	KAY 635V	NISSAN P/UP	2008	970,000.00	5
175	KBB 435S	ISUZU DMAX	2008	1,010,000.00	5
176	KBB 789S	TOYOTA P/UP	2008	1,040,000.00	5
177	KBJ 075U	TOYOTA HILUX D/C	2009	1,940,000.00	9
178	KBL 430G	TOYOTA HILUX	2010	1,640,000.00	2
179	KBN 225E	TOYOTA HILUX D/C	2010	1,910,000.00	5
180	KBN 379F	TOYOTA HILUX D/C	2010	2,060,000.00	5
181	KBQ 082D	ISUZU TFS54 D/C	2011	1,790,000.00	5
182	KBQ 642D	NISSAN NAVARA D/C	2011	2,680,000.00	5
183	KBR 278S	ISUZU TFR	2011	3,484,000.00	2
184	KBR 621U	ISUZU P/UP D/C	2012	2,520,000.00	5
185	KBZ 106D	TOYOTA D/C	2014	3,050,000.00	4
186	KBZ 163D	TOYOTA D/C	2014	3,586,000.00	4
187	KBZ 892D	ISUZU P/UP D/C	2015	3,420,000.00	4
188	KCE 458D	ISUZU P/UP D/C	2015	4,050,000.00	7
189	KCE 428D	L/C 4WD S/W	2015	5,780,000.00	7
190	KCA 042F	ISUZU DMAX	2014	2,600,000.00	2

THIRD PARTY FIRE & THEFT - PICK UPS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
191	KAJ 468S	TOYOTA HILUX	1998	360,000.00	2
192	KAG 808F	TOYOTA HILUX	1996	290,000.00	5
193	KAN 726D	TOYOTA HILUX	1994	205,000.00	5
194	KAP 106C	MINISUBISHI L 200	2002	280,000.00	5
195	KAQ 823B	NISSAN TERANO	2003	270,000.00	5
196	KCA 591F	MAZDA STATION WAGON	2004	250,000.00	4
197	KAL 694S	TOYOTA HILUX	1996	470,000.00	5
198	KAN 671U	TOYOTA HILUX	2000	410,000.00	2
199	KAN 672U	TOYOTA HILUX	2003	420,000.00	2

THIRD PARTY ONLY - PICK UPS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
200	KAJ 946S	NISSAN DATSUN	1999	150,000.00	5

MOTOR COMMERCIAL - COMPREHENSIVE -TRACTORS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
201	KAV 406E	NEW HOLLAND	2006	1,540,000.00	1
202	KBB 229S	NEW HOLLAND	2009	1,980,000.00	1
203	KBN 005E	M/FERGUSON	2009	2,660,000.00	1

THIRD PARTY FIRE & THEFT - TRACTORS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
204	KAB 167B	M/FERGUSON 365	1990	250,000.00	1
205	KAE 912F	M/FERGUSON 261	1996	305,000.00	1

THIRD PARTY ONLY - TRACTORS

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
206	KZG 662	FORD	1989	170,000.00	1
207	KZX 370	FORD hughes 3610	1990	230,000.00	1

MOTOR COMMERCIAL - COMPREHENSIVE -LORRIES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
208	KAC 216G	FIAT IVECO-LORRY M/CLINIC	1987	520,000.00	2
209	KAW 567Z	ISUZU FVX 23S 6X2	2009	2,230,000.00	3
210	KBG 496C	ISUZU FSR 33	2009	4,050,000.00	2
211	KBW 142V	ISUZU FSR	2013	4,700,000.00	2
212	KCH 421Q	ISUZU FVZ 6X4	2016	10,200,000.00	2

THIRD PARTY FIRE & THEFT - LORRIES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
213	KAG 809F	TOYOTA DYNA	1996	290,000.00	2
214	KAG 810F	TOYOTA DYNA	1996	320,000.00	2

215	KAH 532F	ISUZU 3.6	1997	340,000.00	2
216	KZX 363	NISSAN UD	1989	300,000.00	2

THIRD PARTY ONLY - LORRIES

NO.	REG NO.	MAKE	Y.O.M	VALUE(KSHS)	PASS
217	KZG 499	ISUZU 3.3	1988	140,000.00	5
218	KZX 323	TOYOTA DYNA	1996	160,000.00	2
219	KAG 811F	TOYOTA DYNA	1996	215,000.00	2
220	KAW 082Z	NISSAN URVAN (AMBULANCE)	2009	870,000	2

COMPREHENSIVE - LORRIES

221	KCK 736U	NISSAN SENTA	2017	4,354,880	5
222	KCN 426G	TOYOTA LAND CRUISER	2017	9,355,500.00	7
223	KCN419G	TOYOTA LAND CRUISER	2017	9,355,500.00	7
224	KCN 156R	TOYOTA FORTUNER	2017	7,162,200.00	5
225	KCK 932U	ISUZU BUS	2017	10,100,000.00	62
226	KCK 933U	ISUZU BUS	2017	10,100,000.00	62
227	KCH 596Q	TOYOTA HIACE	2017	6,900,000.00	9

PRELIMINARY REQUIREMENTS CHECK LIST

INSURANCE UNDERWRITERS COMPANIES REGISTERED WITH IRA

NO.	QUALIFICATIONS	YES/NO
1	Evidence of operation for at least five (5 years).	
2	Certified copies of the following documents: Must submit certified copies of the following documents:- (a) PIN Certificate (b) Valid Tax Compliance Certificate (c) Certificate of Incorporation & Registration license from the Insurance Regulatory Authority 2018 (d) NSSF and NHIF Certificates valid at time of evaluation (e) Audited financial statements for the last financial year.	
3	Paid up capital – KES 600,000,000.00 for general insurance business as evidenced by the latest CR12	
4	Client’s premiums of at least 20 million in the last two financial years whose reports on performance may be sought	
5	5 (Five) current major reputable clients	
6	Number of management staff 15 and at least 3 CV for insurance staff, and business e.g. motor assessors.	
7	Must be member of AKI 2018	
8	Current credit rating by an accredited rating facility.	
9	Bid security of Ksh. 500,000	
10	Must fill in the confidential questionnaires (stamp & sign)	
11	Provide Current Single business permit	
12	Certificate of good conduct of all local directors or Kenyan citizen directors	

TECHNICAL EVALUATION CRITERIA- FIRE & RELATED PERILS

Pass mark 64 out 80 to proceed to financial stage

No.	Condition	Notes	Weight
	Riots And Strikes	As per tender	20
	Locked Car Boot Clause	As per tender	5
	Pairs And Sets Clause	As per tender	20
	Automatic reinstatement of loss	As per tender	10
	Average Clause	As per tender	10
	Good Held On Trust.	As per tender	10
	Employee Personal Effects	As per tender	5
	Policy Excess: Min: Max:		10
		Total	80
		Total	80

Financial 20 marks

TECHNICAL EVALUATION CRITERIA- BURGLARY

No.	Condition	Notes	Weight
	Riots And Strikes	As per tender	20
	Locked Car Boot Clause	As per tender	5
	Pairs And Sets Clause	As per tender	20
	Automatic reinstatement of loss	As per tender	10
	Average Clause	As per tender	10
	Good Held On Trust.	As per tender	10
	Employee Personal Effects	As per tender	5
	Policy Excess: Min: Max:		10
		Total	80

Pass mark 64 Out of 80 marks to proceed to financial stage

Financial 20 marks

TECHNICAL EVALUATION CRITERIA- PLATE GLASS

No.	Condition	Notes	Weight
	Riots And Strikes	As per tender	20
	Locked Car Boot Clause	As per tender	5
	Pairs And Sets Clause	As per tender	20
	Automatic reinstatement of loss	As per tender	10
	Average Clause	As per tender	10
	Good Held On Trust.	As per tender	10
	Employee Personal Effects	As per tender	5
	Policy Excess: Min: Max:		10
		Total	80

Financial 20 marks

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Shall be 10% of the contract price of the successful bidder.
3.7 Delivery of Services	As in 3.7.1
3.8 Payment	As in 3.8
3.9 Price adjustment	No price changes shall be allowed.
3.16 Applicable law	Laws of Kenya.
3.18 Notices	Procurement Manager University of Nairobi P.O. Box 30197-00100 Nairobi Tel:(020) – 318262 Email:procurement@uonbi.ac.ke .
Bid security	Ksh.500,000.00 30 days beyond the tender validity period.

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

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: _____ Date _____
Name and address of procuring entity _____
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 _____ 2018

[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		
13		
14		
15		

Contract Form

THIS AGREEMENT made the _____ day of _____ 2014 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 general insurance 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 General insurance covers 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 (Building).....

.....
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 bankers 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 _____ 2018 _____

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 _____ 2018 _____ 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 18.

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

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for: _____, all personnel of _____ and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by The University of Nairobi (herein referred to as UON) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by UON for a period of two (2) years. If any unethical behavior is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by UON for a period of two (2) years. If proven as a fact that we have offered bribes to UON or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by UON for a period of two (2) years. If proven that we have offered bribes to UON or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by UON for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a UON official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
 1. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and UON, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In

addition, we authorize, UON to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

- 6 UON, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(VICE CHANCELLOR)

Full Name printed: _____

BIDDER’S DECLARATION AND INTEGRITY PACT

BIDDER’S DECLARATION

We/I the undersigned, in the capacity of for[*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder’s name):

[.....]

Place and date: [.....]

Stamp of the firm/company: