### REPUBLIC OF KENYA



## UNIVERSITY OF NAIROBI P. O. BOX 30197-00100 NAIROBI

# TENDER FOR PROVISION OF FIRE AND SPECIAL PERILS INSURANCE

TENDER NO: UON/ONT/02/2025-2026

ISSUE DATE: 16 DECEMBER 2025

CLOSING DATE: 23 DECEMBER 2025 AT 10.30 A.M.

### INVITATION TO TENDER

PROCURING ENTITY: UNIVERSITY OF NAIROBI

CONTRACT NAME AND DESCRIPTION: TENDER FOR PROVISION OF FIRE AND

SPECIAL PERILS INSURANCE.

TENDER NO. UON/ONT/02/2025-2026

- 1. The University of Nairobi invites sealed tenders for the provision of Fire and Special Perils Insurance.
- 2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers.
- 3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours\_*i.e* .0900 to 1700 hours at the address given below.
- 4. Tender documents may be viewed and/or downloaded from the website <a href="www.procurement.uonbi.ac.ke">www.procurement.uonbi.ac.ke</a> or <a href="http://tenders.go.ke">http://tenders.go.ke</a> Tender documents obtained electronically will be free of charge. Tenderers who download the tender document must forward their particulars immediately to <a href="directorsupplychain@uonbi.ac.ke">directorsupplychain@uonbi.ac.ke</a> to facilitate any further clarification or addendum.
- 5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 91 days from the date of opening of tenders.
- 6. All Tenders must be accompanied by a Tender Security of Kshs. 500,000.00 valid for an additional 30 days beyond the Tender validity period.
- 7. The Tenderer shall chronologically serialize all pages and properly bind the tender documents submitted.
- 8. Completed tenders must be delivered to the address below on or before 23<sup>rd</sup> December 2025 at 10:30am. Electronic Tenders *will not* be permitted.
- 9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
- 10. Late tenders will be rejected.
- 11. The addresses referred to above are:
- A. Address for obtaining further information and for purchasing tender documents

University of Nairobi
P.O Box 30197 – 00100 NAIROBI
Procurement Office,
Administration Block, 1st Floor
Tel: +254 (020) 4943082
directorsupplychain@uonbi.ac.ke

- **B.** Address for Submission of Tenders.
  - 1) Name of Procuring Entity: University of Nairobi
  - 2) Postal Address : P.O Box 30197 00100 Nairobi
  - 3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

Address to:

The Vice Chancellor, University of Nairobi P.O Box 30197 – 00100, Nairobi University Way

Tender Box located on the Ground Floor, Administration Block, Main Campus along University Way

- C. Address for Opening of Tenders.
  - 1) Name of Procuring Entity: University of Nairobi
  - 2) Physical address for the location (City, Street Name, Building, Floor Number and Room)

The Vice Chancellor, University of Nairobi P.O Box 30197 – 00100,

Nairobi

Chancellor's Boardroom 3rd Floor main campus

University of Nairobi reserves the right to accept or reject any tender and may 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.

VICE CHANCELLOR UNIVERSITY OF NAIROBI



### SECTION I - INSTRUCTIONS TO TENDERERS

### A. General

### **1.** Scope of Tender

1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the TDS.

### 2 Definitions

- 2.1 Throughout this tendering document:
- The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts requires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided in the TDS. The insurance duration for each item will be one year or the period specified in the TDS.

### **3.** Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

### 4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or

institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
  - a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as

evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRAwww.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website <a href="https://www.ira.go.ke">www.ira.go.ke</a>
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- **5.** Qualification of the Tenderer
  - 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.
- B. Contents of Tendering Document
- **6** Sections of Tendering Document
  - 6.1 The tendering document consists of Parts1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

### PART 1: Tendering Procedures

- i) Section I Instructions to Tenderers (ITT)
- ii) Section II Tender Data Sheet (TDS)
- iii) Section III Evaluation and Qualification Criteria
- iv) Section IV Tendering Forms

### PART 2: Procuring Entity's Requirements

v) Section V–Schedule of Requirements

### PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract-Insurance Policy
- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.
- 7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting
  - 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
  - 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
  - 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause ford is qualification of a Tenderer.

### & Clarification of Tendering Document

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the TDS. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

### **9.** Amendment of Tendering Document

- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

### C. Preparation of Tenders

### 10. Cost of Tendering

10.1The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **11.** Language of Tender

11.1The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied

by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT 13;
- b) Schedules: priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) Tender Security or Tender-Securing Declaration in accordance with ITT 20.1;
- d) Alternative Tender: if permissible in accordance with ITT 14;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) Qualifications: documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) Tenderer's Eligibility: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) Conformity: documentary evidence in accordance with ITT 17, that the Services con form to the tendering document;
- i) Sample Insurance Policy for each type of insurance required, and
- j) Any other document required in the TDS.
- 12.2The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### 13. Form of Tender and Schedule of Requirements

13.1The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

### **14.** Alternative Tenders

14.1Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

### 15. Tender Prices and Discounts

- 15.1The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.
- 15.2The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.
- 15.3The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.
- 15.4All duties, taxes, and other levies pay able by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the TDS, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

### **16.** Currencies of Tender and Payment

16.1The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the TDS.

### 17. Documents Establishing Conformity of Services

- 17.1To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.
- 17.2Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17.3Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable,

after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

- 17.8If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 17.9If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.
- 18. Documents Establishing the Eligibility and Qualifications of the Tenderer
  - 18.1To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.
  - 18.2The 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 meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
  - 18.3In the event that pre-qualification of Tenderers has been under taken as stated in the TDS, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
  - 18.4If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

### **19.** Period of Validity of Tenders

- 19.1Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 19.2In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the

request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

### **20.** Tender Security

- 20.1The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 20.2A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.3If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
  - i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.4If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 20.5If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.
- 20.6The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 20.7The Tender Security may be forfeited or the Tender-Securing Declaration executed:
  - a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
  - b) If the successful Tenderer fails to:
    - i) Sign the Contract in accordance with ITT 45; or
    - ii) Furnish a performance security in accordance with ITT 46.
- 20.8Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 20.9 A tenderer shall not issue a tender security to guarantee itself.
- **21.** Format and Signing of Tender
  - 21.1The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the

Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

- 21.2Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 21.3The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 21.4Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.
- D. Submission and Opening of Tenders
- 22. Sealing and Marking of Tenders
  - 22.1The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:
    - a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
    - b) in an envelope marked "COPIES", all required copies of the Tender; and
    - c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
    - i) in an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
    - ii) in the envelope marked "COPIES -ALTERNATIVE TENDER" all required copies of the alternative Tender.
  - 22.2 The inner envelopes shall:
    - a) Bear the name and address of the Tenderer;
    - b) Be addressed to the Procuring Entity in accordance with ITT 23.1;
    - c) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
    - d) Bear a warning not to open before the time and date for Tender opening.
  - 22.3 The outer-envelopes shall:
    - a) Be addressed to the Procuring Entity in accordance with ITT 23.1;
    - b) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
    - (c) Bear a warning not to open before the time and date for Tender opening.
  - 22.4I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

### 23 Deadline for Submission of Tenders

- 23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.
- 23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

### 24. Late Tenders

- 24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 25 Withdrawal, Substitution and Modification of Tenders
  - 25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
    - a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
    - b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
  - 25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
  - 25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

### **26.** Tender Opening

- 26.1Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified in the TDS.
- 26.2First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request

the withdrawal and is read out at Tender opening.

- 26.3Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 26.6Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 26.7The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
  - a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification:
  - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted.
- 26.9The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.
- E. Evaluation and Comparison of Tenders
- **27.** Confidentiality
  - 27.1Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
  - 27.2Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
  - 27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time
    - of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any

matter related to the Tendering process, it should do so in writing.

### 28 Clarification of Tenders

- 28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.
- 28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.
- **29** Deviations, Reservations, and Omissions
  - 29.1 During the evaluation of Tenders, the following definitions apply:
    - a) "Deviation" is a departure from the requirements specified in the tendering document;
    - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
    - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

### **30.** Determination of Responsiveness

- 30.1The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 30.2A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - a) If accepted, would:
    - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
    - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedin accordancewithITT17and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

### 31. Non-conformities, Errors and Omissions

31.1If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

- 31.2Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 31.3Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

### **32.** Arithmetical Errors

- 32.1The 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.
- 32.2Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
  - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender a rising from am is calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3Tenderers shall be notified of any error detected in their bid during the notification of award

### 33. Comparison of Tenders and Conversion to Single Currency

- 33.1The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.
- 33.2For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified in the TDS. The source of exchange rate and the date of such exchange rate shall also be specified in the TDS.

### 34 Margin of Preference and Reservations

- 34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.
- 34.2 A margin of preference shall not be allowed unless it is specified so in the TDS
- 34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT33.4.
- 34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be

open to all interested tenderers.

### **35.** Evaluation of Tenders

- 35.1The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
  - a) Substantially responsive to the tendering document; and
  - b) The lowest evaluated cost.
- 35.2In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:
  - a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
  - b) Price adjustment due to discounts offered in accordance with ITT 15.4;
  - c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
  - d) the additional evaluation factors are specified in Section III, Evaluation and Oualification Criteria.
- 35.3The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.
- 35.4Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

### **36.** Comparison of Tenders

36.1The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### **37.** Abnormally Low Tenders and Abnormally high tenders

### **Abnormally Low Tenders**

- 37.1An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.
- 37.2In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

### **Abnormally High Tenders**

- 37.4An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
  - i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38.** Qualification of the Tenderer

- 38.1The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 38.3An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.
- 39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders
  - 39.1The 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### F. Award of Contract

### **40.** Award Criteria

40.1The Procuring Entity shall award the Contract to the successful tenderer whose

tender has been determined to be the Lowest Evaluated Tender.

### **41.** Notice of Intention to enter in to a Contract

- 41.1Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
  - a) The name and address of the Tenderer submitting the successful tender;
  - b) The Contract price of the successful tender;
  - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
  - d) the expiry date of the Standstill Period; and
  - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

### 42. Standstill Period

- 42.1The Contract shall not be signed earlier than the expiry of a Stands till Period of 14days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.2Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

### **43.** Debriefing by the Procuring Entity

- 43.1On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 43.2Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

### 44. Negotiations

- 44.1The negotiations shall be held at the place indicated in the TDS with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.
- 44.2The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.
- 44.3The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

### **45.** Letter of Award

45.1Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <a href="Letter of Award"><u>Letter of Award</u></a> to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

### **46.** Signing of Contract

- 46.1Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

### **47.** Performance Security

- 47.1Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 47.2Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the TDS or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 47.3Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

### **48.** Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
  - a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

### 49. Procurement Related Complaint and Administrative Review

- 49.1The procedures for making Procurement-related Complaints are as specified in the TDS.
- 49.2 A request for administrative review shall be made in the form provided under

contract forms.

### 49.3 SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: UON/ONT/02/2025-2026
	The Procuring Entity is: UNIVERSITY OF NAIROBI The name of the ITT is: TENDER FOR PROVISION OF FIRE AND SPECIAL PERILS INSURANCE
ITT 2.2	The Intended date commencing providing the Insurance Services is 2026 The insurance duration will be 1 year renewable once based on satisfactory performance.
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: NOT APPLICABLE
	B. Contents of Tendering Document
ITT 7.1 8.1	i) The Tenderer will submit any request for clarifications in writing to the Email Address <u>directorsupplychain@uonbi.ac.ke</u> so to reach the Procuring Entity not later than 18 <sup>th</sup> December 2025
	ii) The Procuring Entity shall publish its response at the website www.procurement.uonbi.ac.ke
ITT 14.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be: KENYA SHILLINGS
ITT 18.3	Prequalification has not been undertaken.
ITT 19.1	The Tender validity period shall be 91 DAYS from the tender closing date
ITT 20.1	Tender Security of Kes. 500,000 (Five Hundred Thousand) from a reputable bank or insurance companies approved by PPRA valid for 120 days from the date of opening in the format prescribed in the tender document. (Note: No Self Guarantee, to use tender security from an insurance firm, you have to provide from a different firm)
ITT 21.1	In addition to the original of the Tender, the number of copies is: ONE COPY
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: POWER OF ATTORNEY (if the document is not being signed by the CEO/MD.)
	D. Submission and Opening of Tenders

ITT 23.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is:
	The contact address is: The University of Nairobi P.O Box 30197 – 00100, NAIROBI
ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Procurement Office, Administration Block, 1 <sup>st</sup> Floor Tel: +254 (020) 4943026
	Email- Attn Director: directorsupplychain@uonbi.ac.ke
ITT 23.1	The deadline for Tender submission is: 23 <sup>rd</sup> December 2025
	Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
ITT 26.1	The Tender opening shall take place at:
	The University of Nairobi Main Campus
	Administration Block 3rd floor
	Chancellor's Boardroom
ITT 26.6	The Form of Tender and price Schedule form shall be initialed by the TENDER OPENING COMMITTEE MEMBERS
E. Evaluation	on and Comparison of Tenders
ITT 33.2	The currency shall be KENYA SHILLINGS
ITT 34.2	Margin of preference shall not be allowed.
	F. Award of Contract
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="complaints@ppra.go.ke">complaints@ppra.go.ke</a> .
	If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:
	The Vice Chancellor, The University of Nairobi P.O Box 30197 – 00100, NAIROBI
	In summary, a Procurement-related Complaint may challenge any of the following:
	(i) the terms of the Tender Documents; and
	(ii) the Procuring Entity's decision to award the contract.

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA

#### **1.** General Provision

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

#### Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (I) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "Part2-Procuring Entity's Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete.

- 3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) (c) the following criteria shall apply: Other
  - Criteria; if permitted under ITT 35.2 (d): ...
- 4. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,
- a) In case the tender <u>was subject to post-qualification</u>, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender <u>was not subject to post-qualification</u>, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings.
  - ii) Minimum average annual turnover of Kenya Shillings 500,000,000 equivalent

calculated as total certified payments received for contracts in progress and/or completed within the last 3years.

- iii) At least 5 contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint venture member or sub-contractor each of minimum value Kenya shillings 20 Million.
- iv) Other conditions depending on their seriousness.

### a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last 3 *years*. The required information shall be furnished in the appropriate form.

### **b)** Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

### c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3 *years*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

	MANDATORY REQUIREMENTS FOR UNDERWRITERS
	WANDATORT REQUIREMENTS FOR UNDERWRITERS
MR 1	Must provide Certificate of Registration/Incorporation and must have been in existence for the last Ten (10) years. (Attach certificate of incorporation/change of name where applicable)
MR 2	Must provide a copy of CR 12 from registrar of companies not older than 6months from the tender closing date.
MR 3	Must provide Valid Tax Compliance Certificate from KRA
MR 4	Must provide a perpetual license of registration from Insurance Regulatory Authority for the year 2025.
MR 5	Must provide a certified valid and current membership certificate from the Association of Kenya Insurers
MR 6	Must submit duly filled, signed and stamped Tendering Forms (Section IV)
MR 7	Must attach power of attorney in the format provided (if document is signed by a person other than the CEO/ MD of the firm
MR 8	Must provide a valid Tender Security of Kes. 500,000 (Five Hundred Thousand) from a reputable bank or insurance companies approved by PPRA valid for 120 days from the date of opening in the format prescribed in the tender document. (Note: No Self Guarantee, to use tender security from an insurance firm, you have to provide from a different firm)
MR 9	The underwriter must provide evidence of underwriting Fire and Special Perils Insurance for the last Ten (10) years (Provide IRA Licenses for the Fire Class).
MR 10	Must attach approval from Insurance Regulatory Authority confirming Fire and Special perils Reinsurance arrangement for the year 2025 and a Fire Treaty
MR 11	Original & copy of Bid Document must be properly bound, duly and serialized
	Bidders who fail to meet any of the above mandatory requirements will not proceed to technical evaluation

	MANDATORY REQUIREMENTS FOR BROKERS
MR 1	Must provide Certified Valid Tax Compliance Certificate from KRA
MR 2	Must provide Certificate of Registration/Incorporation and must have been in existence for the last Ten (10) years. (Attach certificate of incorporation/change of name where applicable)
MR 3	Must provide a copy of current license from Insurance Regulatory Authority (IRA) and proof of conducting Fire and Special perils for the last 10 years (10) years (copies of award letters /contracts for at least 5 clients)
MR4	Must attach power of attorney in the format provided
MR 5	Must Provide current (2025) Association of Insurance Brokers of Kenya (AIBK) membership certificate
MR 7	Must Provide an appointment letter from the Underwriter and provide documents of the underwriter for preliminary and technical evaluation. A broker can only represent one underwriter.
MR 8	Provide original Quotation signed and stamped by the underwriter.
MR 9	Must provide a valid Tender Security of Kes. 500,000 (Five hundred thousand) from a reputable bank or insurance companies approved by PPRA valid for 120 days from the date of opening in the format prescribed in the tender document. (Note: No Self Guarantee, to use tender security from an insurance firm, you have to provide from a different underwriter)
MR10	Must attach duly filled, signed and stamped Tendering Forms (Section IV)
MR 11	Must not have been suspended by Insurance Regulatory Authority for the last five years because of malpractice
MR 12	Original and copy of Bid Document must be properly bound and duly serialized
	The Broker and their proposed underwriter must qualify on the Mandatory requirements to qualify for Technical Evaluation.

### STAGE 2: TECHNICAL EVALUATION

S/NO.	CRITERIA	EVALUATION CRITERIA	MAXIMUM POINTS
1	Firm's past experience	Provide evidence of five (5) assignments (undertaken in the last three-years i.e. 2024/2023, 2023/2022 or 2022/2021) of providing Fire and Special Perils Insurance to Public/Private organizations:  • Premium above Kshs 30M- 5 marks each • Premium between Kshs 20M- 30M -4marks each • Premium below Kshs 20M - 3marks each  Evidence must be in the form of award letters/contracts/ client reference letters.  NB: No marks will be given if evidence not supported	25
2	Settlement of claims	Provide proof of prompt claim settlement for five (5) Fire and specials claims. (Provide duly signed discharge voucher and remittance advice).  • Less than 21 days -5 marks each • Above 21 days and less than 30 days-3 marks each • Above 30 days-1 mark each	25
3	Professional qualifications and experience	Must attach copies of CV and certificates of each member listed as proof of qualifications to score marks.  a) Team leader (Principal Officer) with a relevant Degree and attach the following: Degree Certificate and Professional qualification (ACII/CII/AIK/IIK) with minimum10 years' Insurance experience and valid AIIK Membership (Insurance Institute of Kenya) (10 Marks) No marks for not meeting the requirement fully  b) Two Management Staff with a relevant Degree and Professional Qualifications (ACII/CII/AIK/IIK/ equivalent) with over Seven Years Insurance experience and valid AIIK Membership (Insurance Institute of Kenya (Maximum 8 Marks - 4Marks for each Mgt. staff) No marks for not meeting the requirement fully  c) Two (2) team members (technical members) with a relevant Degree and Professional Qualifications (ACII/CII/AIK/IIK/ equivalent) with over five Years Insurance experience and valid AIIK Membership (Insurance Institute of Kenya (Maximum 6 Marks- 3 Marks for each team member). No marks for not meeting the requirement fully	24
4	Audited Accounts	Certified Audited Accounts for the last three (3) years (2022, 2023 and 2024). The Financial Statements must be duly signed and stamped -5 Marks for each year	15
5	Credit Worthiness	Current and valid reference letter from the bidder's bank addressed to the procuring entity	5
6	Sample policy document	Provide sample policy document that is consistent with the scope of cover.	6
		Total	100

Note: Bidders who attain 80 marks and above will proceed to financial evaluation. Bidders who do not attain a minimum of 80 marks will be disqualified from further evaluation.

### SECTION IV-TENDERING FORMS

### **1.** Form of Tender

### INSTRUCTIONS TO TENDERERS

- *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) All italicized text is to help Tenderer in preparing this form.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'SELIGIBILITY-CONFIDENTIAL BUSINESSQUESTIONNAIRE all attached to this Form of Tender.
- *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.* 
  - a) Tenderer's Eligibility-Confidential Business Questionnaire
  - b) Certificate of Independent Tender Determination
  - c) Self-Declaration of the Tenderer

Date of this Tender submission:	_[insert date (as day, month and year) of Tender
submission] ITT No.:	[insert number of ITT process]
To:	[insert complete name of Procuring Entity]

- a) *No reservations:* We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) *Conformity:* We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];
- e) Discounts: The discounts offered and the methodology for their application are:
  - i) The discounts offered are: [Specify in detail each discount offered.]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- f) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

- h) One Tender Per Tenderer: We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- k) Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.") [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) *Binding Contract:* We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) Collusive practices: We here by certify and confirm that the tender is genuine, noncollusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and
- (q) Code of Ethical Conduct: We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - (i) Tenderer's Eligibility; Confidential Business Questionnaire to establish we are

- not in any conflict to interest.
- (ii) Certificate of Independent Tender Determination to declare that we completed the tender without colluding with other tenderers.
- (iii) Self-Declaration of the Tenderer-to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1-Fraud and Corruption" attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer:  **[insert complete name of person duly authorized to sign the Tender]
Title of the person signing the Tender: [insert complete title of the person
signing the Tender ] Signature of the person named above
person whose name and capacity are shown above]
Date signed: [insert date of signing] day of
[insert month], [insertyear].

#### TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE A.

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### Tenderer's details a)

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	<ol> <li>Country</li> <li>City</li> <li>Location</li> <li>Building</li> <li>Floor</li> <li>Postal Address</li> <li>Name and email of contact person.</li> </ol>
6	Current Trade License Registration Number and Expiring date	1
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address (postal and physical addresses, email, and telephone number) of state which stock exchange	

Gen	eral and Specific Details
(b)	Sole Proprietor, provide the following details.
	Name in full
	Age
	Nationality
	Country of Origin
	Citizenship

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following det	details	owing a	follo	the	provide	ompany.	ristered (	Res	d)
--	---------	---------	-------	-----	---------	---------	------------	-----	----

1)	Private	or					
	publicCom	pany	 	•••••	 	 	

ii)	State the	nominal	and issued	capital of theCompany
	Nominal	Kenya	Shillings	(Equivalent)
	Issued	Kenva	Shillings	(Equivalent)

i) Give details of Directors as follows.

	-/					
	Names of Director	Nationality	Citizenship	% Shares owned		
1						
2						
3						

### e) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i)	Are there any person/persons in	.(Name of Procuring Entity) who has/
	have an interest or relationship in this firm?	? Yes/No

If yes, provide details as follows.

		if jes, provide details as ronovis.				
		Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer		
	1					
	2					
Ī	3					

### ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non- consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or		
	specifications of the Contract, and/or the Tender evaluation process of such contract.	N. 1	
	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		
f)	Certi <b>fi</b> cation On behalf of the Tenderer, I certify that the informa	ation given abov	ve is complete,

f)	Certification On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.			
	Full Name	Title or Designation		
	(Signature)	(Date)		

### B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the	e und	lersigned, in submitting the accompanying L	etter of Tender to the_	
of D	e o o o		[Name and number of tenderl in	
of Procuring Entity] for: [Name and number of tenders made by: [Name of Tenderer] do l				
_				
шак	e me	following statements that I certify to be tru	e and complete in every respect.	
I cer	rtify,	on behalf of	[Name of Tenderer] that:	
1.	I ha	ave read and I understand the contents of this	s Certificate;	
2.	I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;			
3.		m the authorized representative of the Tender rtificate, and to submit the Tender on behal	•	
4.	"cc	or the purposes of this Certificate and the Tendompetitor" shall include any individual or or aether or not affiliated with the Tenderer, w	ganization, other than the Tenderer,	
	a)	Has been requested to submit a Tender in re	esponse to this request for tenders;	
	b)	could potentially submit a tender in responsible their qualifications, abilities or experience		
5.	The	e Tenderer discloses that [check one of the fo	ollowing, as applicable]:	
	a)	The Tenderer has arrived at the Tender indeconsultation, communication, agreement competitor;		
	b)	arrangements with one or more competite the Tenderer discloses, in the attached	ations, communications, agreements or ors regarding this request for tenders, and document (s), complete details thereof, and the nature of, and reasons for, such ats or arrangements;	
6.	has	particular, without limiting the generality of s been no consultation, communication, agr mpetitor regarding:		

a) prices;

- b) methods, factors or formulas used to calculate prices;
- c) the intention or decision to submit, or not to submit, a tender; or
- d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
- 7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
- 8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name
Title
Date
[Name, title and signature of authorized agent of

*Tenderer and Date]* 

# FORM SD1

# SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

	, of Post Office Box being a resident of in the Republic of do do by make a statement as follows:-
1.	THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of
2.	THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3.	THAT what is deponed to herein above is true to the best of my knowledge, information and belief.
	(Title) (Signature) (Date)

Bidder Official Stamp

# FORM SD2

# SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

	being a resident of in the Republic of do hereby make a statement as follows:
1.	THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of
	of Tender No
2.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of (Insert name of the Procuring entity) which is the procuring entity.
3.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of
4.	THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5.	THAT what is deponed to herein above is true to the best of my knowledge, information and belief.
	(Title) (Signature) (Date)
	Bidder Official Stamp

# DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (Name of the Business/
Company/ Firm)
I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.
Name of Authorized Signatory
Sign
Position
•••••••
Office address Telephone E-
mail
Name of the Firm/Company
Date
(Company Seal/ Rubber Stamp where applicable)
Witness Name
Sign
Date

#### D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

#### 1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

#### 2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be:
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the

contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
  - "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its subconsultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

1 For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and

(ii) entering into an addendum or amendment introducing a material modification to any existing contract. <sup>2</sup>Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# SCHEDULE OF PRICES FORM

1	2	3	6
No	Description of cover	Insurance Period	Annual Premium
1	Provision of Fire And Special Perils Insurance As per the Schedule of requirements- Section V	One year	

		Tenderer name of Tend		 ••••••	•••••••	•••••	••••••	 •••••	 •
Signature [signature	e of pers	of Ter son signing th	derer ne Tender]	 				 	
Date [insert da				 •••••				 •••••	

NOTE:

The contract will be renewed once subject to satisfactory performance

# TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to format shall be permitted and no substitutions shall be accepted.]	its				
Date:[insert date (as day, month and year) of Tender submission]					
ITT No [insert number of Tendering process]					
Alternative No[insert identification No if this is a Tender for an alternative]					
1. Tenderer's Name [insert Tenderer's legal name]					
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]					
4. Tenderer's year of registration: [insert Tenderer's year of registration]					
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]					
6. Tenderer's Authorized Representative Information					
Name: [insert Authorized Representative's name]					
Address: [insert Authorized Representative's Address]					
Telephone: [insert Authorized Representative's telephone/fax numbers]					
Email Address: [insert Authorized Representative's email address]					
7. Attached are copies of original documents of [check the box(es) of the attached original documents]					
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.					
☐ A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.					
☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:					
Legal and financial autonomy					
Operation under commercial law					
<ul> <li>Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li> </ul>					
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.					

# QUALIFICATION INFORMATION

1.1	Constitution or 1	egal status of Tenderer		[attach copy]		
	Place of registra	tion:		[insert]		
	Principal place	of business		[insert]		
	Power of attorne	ey of signatory of Tender		[attach]		
1.2		ume of services performe TDS[in		ernationally traded currency		
1.3	and volume over	er the last five years. Th	ne values should be indic	ion of Services of <u>a similar nature</u> eated in the same currency used for tted, including expected completion		
	Insured and e of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract		
(a)		<b>561</b> 5011	· · · · · · · · · · · · · · · · · · ·			
(b)						
. ,						
1.4		for the last five years: bat and attach copies.	lance sheets, profit and los	ss statements, auditors'		
1.5		and telephone, and facsing Procuring Entity.	nile numbers of banks that	t may provide references if		
1.6	Information rega has been involv		ent or within the last five	years, in which the Tenderer is or		
	Other party(ies)	Cause of dispute Details	of litigation award Amou	nt involved		
	a)					
	b)					
1.7	Statement of cor	mpliance with the requirer	ments of ITT 4.2.			
1.8	Any additional i	nformation required				

#### 1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form

1) For the attention of Tenderer's Authorized Representative Name:
Authorized Representative's name]
Address[insert Authorized Representative's Address]
Telephone numbers:[insert Authorized Representative's
telephone/fax numbers]
Email Address[insert Authorized Representative's email address]
[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification
must be sent to all Tenderers simultaneously. This means on the same date and as close to the same
time as possible.]
DATEOFTRANSMISSION: This Notification is sent by: [email/fax] on [date](local time)
ProcuringEntity: [insertthenameoftheProcuringEntity]
Contract title:[insert the name of the contract]
ITT No[insert ITT reference number from Procurement Plan]
This Notification of Intention to Award (Notification) notifies you of our decision to award the
above contract. The transmission of this Notification begins the Standstill Period. During the
Standstill Period you may:
a) Request a debriefing in relation to the evaluation of your Tender, and/or

- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
NI- 2			
No 2			
No 3			
110 5			

2) Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

1	2	3	3
No	Description of Item	Name of Tenderer	Tender Price
of			
item			
to be			
insur			
ed			
No 1			
No 2			
No 3			

### 3) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention ..... [insert full name of person, if applicable]

Title/position ..... [insert title/position]

Agency ..... [insert name of Procuring Entity]

Email address ..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 4) How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention ... [insert full name of person, if applicable]
Title/position ... [insert title/position]
Agency ... [insert name of Procuring Entity]
Email address ... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted with in the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

- 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- 2 The complaint can only challenge the decision to award the contract.
- 3 You must submit the complaint with in the period stated above.
- 4. You must include, in your complaint, all of the information required to support the complaint.
- 5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@ppra.go.ke

5	) Standstill	Period
J.	) Stanustin	remou

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

# FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NOOF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the (Name of the Procuring Entity of
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical address P. O. Box No Tel. NoEmail, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds
, namely: 1.
2.
By this memorandum, the Applicant requests the Board for an
order/orders that: 1.
2.
SIGNED(Applicant) Dated onday of/20
FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on day of
20
SIGNED
Board Secretary

# 3. LETTER OF AWARD

[Form head paper of the Procuring Entity]
[date]
To:[name and address of the Insurance Provider]
This is to notify you that your Tender dated
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contrac Forms, of the tender document.
Please return the attached Contract dully signed Authorized Signature
·
Name of Agency:
Attachment: Contract

#### 4. FORM OF CONTRACT

[Form head paper of the Procuring Entity]

#### **LUMP-SUM REMUNERATION**

This CONTRACT (here in after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (here in after called the "Procuring Entity") and, on the other hand, [name of Insurance Provider] (here in after called the "Insurance Provider").

[Note: If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows:"... (here in after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the "Insurance Provider").]

#### **WHEREAS**

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of...;

# NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
- 2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
  - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.
For and on behalf of[name of Procuring Entity] [Authorized Representative]
For and on behalf of [name of Insurance Provider] [Authorized Representative]

[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

# Beneficiary: Request for Tenders No: Date: TENDER GUARANTEE No.: Guarantor: 1. We have been informed that \_\_\_\_\_\_ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. ("the ITT"). Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_(\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant: (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date. [signature(s)]

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Note: All italicized text is for use in preparing this form and shall be deleted from the **fi**nal product.

# FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise; their bids shall be considered non responsive.	
We	
offices located in	y
authorize	and
on behalf of the bidder) to act for and on our behalf on all matters pertaining to the Provision of Group Per	sonal
Accident / WIBA Insurance cover for UNIVERSITY OF NAIROBI Staff	
Name of Appointed	
Attorney Signature of	
Appointed Attorney	
Witnessed by.	
1. Name of First Company	
Director	
Signature	
2. Name of Second Company	
Director	
Signature	
Company Seal	

# PART II – SCHEDULE OF INSURANCE REQUIREMENTS

#### SECTION V – SCHEDULE OF REQUIREMENTS

# ASSETS-BUILDINGS FIRE, PERILS AND CONSEQUENTIALS

Value to be insured Ksh.27,968,400,000 for all University of Nairobi buildings and contents therein; including the following (among

others):

- Stocks
- Damage to buildings/structures (walls, floors, ceilings, roofs, glasses etc
- Furniture and Equipment
- Computers and laptops including computer equipment at the School of Computing/ICT

Centre Chiromo Campus

- Employee personal effects
- Automatic reinstatement of loss

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.

NOTE: The land and buildings registers can be inspected on arrangement with Facility

Department on Tel.No318262 Ext 28367

#### **BUILDINGS LOCATION**

- Main Campus, including UoN Towers
- Confucius Institute
- Wangari Maathai Institute for Peace & Environmental Studies
- University of Nairobi Enterprises and Services Premises University of Nairobi residential houses
- Lower Kabete Campus
- Upper Kabete Campuses
- Kikuyu Campus
- Kenyatta National Hospital Campus (Medical & Dental Sciences)
- Kisumu Campus Complex
- Mombasa Campus
- Tigoni Guest House
- Lamu

- Malindi
- Mombasa(South Coast Diani)
- Kibwezi
- Parklands Campus
- Chiromo Campus

# BURGLARY

1

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 University premises, including animal at the Upper Kabete, Kikuyu and Kenya Science Campuses, Kibwezi and Kanyariri farm.

Total sum insured

Ksh. 846,602,188.63 FLSI Ksh. 300,000,000.00

# PLATE GLASS

Scope:

Damage to special category of glasses (reinforced) fitted on some of University buildings.

Areas Covered:

- All UoN's Students' Hall of residence
- American Wing
- Entrance to Central Administration buildings and Gandhi Wing

Amount insured: Kshs.10M (Ten millions)

# 1.1 CERTIFICATE OF VALUES

NO	DECCRIPTION	INSURANCE	
NO.	DESCRIPTION	VALUE (KSHs.)	
	1. MAIN CAMPUS - L.R. NO. 209/18319		
i.	University of Nairobi Towers	2,641,290,000	
ii.	Generator Room for UoN Towers	4,680,000	
iii.	Gate House UoN Towers	880,000	
iv.	Estates/Transport Building	18,410,000	
v.	Small Transport Office	1,160,000	
vi.	Institute of Nuclear science &	9,540,000	
VI.	Technology Building	9,540,000	
vii.	Prefabs (1) The Institute of Nuclear	14,080,000	
VII.	Science	14,000,000	
viii.	Block/Prefab 2	15,950,000	
ix.	Material and Dispatch Store	2,600,000	
х.	Ablution Block	220,000	
xi.	Mechanical Lab next to CHUNA Office	5,520,000	
xii.	CHUNA Office	7,500,000	
xiii.	Generator room outside Chuna office -		
XIII.	steel structure	170,000	
xiv.	Former Dean's Office Faculty of		
XIV.	Engineering	9,670,000	
XV.	Mechanical Department Workshop	66,860,000	
xvi.	Mechanical Engineering Block	182,290,000	
xvii.	Chemistry laboratory	2,230,000	
xviii.	American Wing	146,020,000	
xix.	Civil & Construction Engineering Block	140,410,000	
XX.	Gate House next to Civil Eng. Block	320,000	

xxiv.	Mahatma Gandhi Wing	461,690,000
xxiii.	Education building	240,400,000
XX1V.		461,690,000
xxv.	Generator House (Btwn Gandhi Wing and Former Absa)	1,180,000
xxvi.	Science Lecture Theatre 1 & 2	19,430,000
xvii.	UNSA Office	1,980,000
xviii.	Gate House University Way	200,000
xxix.	Generator House 1	1,650,000
xxx.	Generator House 2	930,000
xxxi.	Hyslop Building	172,250,000
xxii.	Gate House next to Hyslop Building	200,000
xxiii.	Jomo Kenyatta Memorial Library	1,039,500,000
	Jomo Kenyatta Memorial Library	99 660 000
xxiv.	Extension	88,660,000
XXV.	8.4.4 Building	124,280,000
xxvi.	Gate house to 8.4.4 parking	270,000
xvii.	Site Offices	950,000
	Generator Room (behind Education	
kviii.	Bldg)	1,740,000
	Total Buildings	
	TOTAL INSURANCE	5,771,810,000
	2. INSTITUTE OF DIPLOMACY - LR NO. 209/2573	
•	Institute of Diplomacy & International	
i.	Relations Hostel	38,280,000
	TOTAL INSURANCE	38,280,000
	3. FACULTY OF ARCHITECTURE & BUILT	

	ENVIRONMENT - LR.NO.209/7138	
i.	ADD Building	401,980,000
ii.	HRDU Soil Block Workshop	2,670,000
iii.	HRDU Mortar- Mesh Workshop	660,000
iv.	Building C	660,000
v.	Building E (Ablution Block)	60,000
vi.	Building F	1,620,000
::	Transformer Room (Behind ADD	
vii.	Building)	850,000
:::	Generator Shed (Next to Transformer	710,000
viii.	Room)	710,000
ix.	ADD Garden Cafeteria	1,640,000
х.	ADD Garden Toilet	520,000
	Total Buildings	
	TOTAL INSURANCE	411,370,000
	4. L.R. NO. 209/2792 LOWER STATE HOUSE ROAD HOSTELS AND	
	SMU OFFICES	
i.	Lower State House Road Hostels Block	67,370,000
	A/ SMU Offices	21,213,333
ii.	Lower State House Rd Hostels Block B	67,370,000
iii.	Servant Quarters Block A	2,180,000
iv.	Servant Quarters Block B	25,010,000
v.	Servant Quarters Block C	1,850,000
vi.	Ablution Block	730,000
	Total Buildings	
	TOTAL INSURANCE	142,010,000
	5. STELLA AWINJA HALL - LR. NO. 209/4847	
i.	Hall 14 (Stella Awinja Hostel)	127,170,000
ii.	Generator shed	100,000
iii.	Gate House	190,000

iv.	Annex to Stella Awinja (Junior Staff	10,010,000
IV.	Quarters)	10,010,000
	Total Buildings	
	TOTAL INSURANCE	137,470,000
	6. L.R. NO. 209/2784 CENTRAL CATERING UNIT/SWIMMING POOL & PLAYING FIELDS	
i.	CCU Building	308,540,000
ii.	Swimming Pool Complex	7,750,000
iii.	Swimming Pool	19,070,000
	Total Buildings	
	TOTAL INSURANCE	335,360,000
	7. SENIOR STAFF CLINIC - L.R. NO. 209/5632/1	
i.	Senior Staff Health Clinic	29,050,000
ii.	Specialized Container Lab	1,570,000
iii.	Generator House	320,000
	Total Buildings	
	TOTAL INSURANCE	30,940,000
	8. STUDENTS SICK BAY, MAIN CAMPUS - L.R. NO. 209/6369	
i.	Sick Bay	7,940,000
ii.	Minor Surgical Theatre	6,180,000
iii.	Audit & VCT	7,670,000
iv.	Clinical Laboratory	10,360,000
v.	Generator Room	740,000
vi.	Container Gender Desk	490,000
	Total Buildings	
	TOTAL INSURANCE	33,380,000
	9. WOMENS HALLS/ MAMLAKA FLATS - LR.NO.209/5634	
i.	Women's Hall 20	421,450,000
ii.	Warden's House	13,340,000
iii.	Sister's House	1,920,000

iv.	Mamlaka Apartments A	36,340,000
v.	Mamlaka Apartments B	39,240,000
vi.	Mamlaka Apartments C	39,240,000
vii.	Mamlaka Apartments D	39,240,000
viii.	Mamlaka Apartments (Block E)	82,800,000
ix.	Mamlaka Apartments (Block G)	82,800,000
х.	Mamlaka Apartments (Block F)	65.370,000
xi.	Mamlaka Apartments (Block H)	65.370,000
xii.	Servants Quarters	24,040,000
xiii.	New House Servant Quarters	59,930,000
xiv.	House Next to Servant Quarters	2,390,000
XV.	Gate House	130,000
	Total Buildings	
	TOTAL INSURANCE	970,700,000
	10. WOMEN HALLS 12 & 13 - L.R. NO.209/7791	
i.	Hall 12 (Ronald Ngala)	172,460,000
ii.	Hall 13 (Kwame Nkurumah)	234,740,000
	Total Buildings	
	TOTAL INSURANCE	407,190.000
	11. UPPER STATE HOUSE ROAD - L.R. NO. 209/6231	
i.	Hall 4 (Nyerere Hall)	1.11.550.000
1.	Than T (Ttyorote Train)	141,770,000
ii.	Hall 5 (Elgon Hall)	
	, · · · · · · · · · · · · · · · · · · ·	172,220,000
ii.	Hall 5 (Elgon Hall)	141,770,000 172,220,000 119,50,000 119,50,000
ii. iii.	Hall 5 (Elgon Hall) Hall 6	172,220,000 119,50,000 119,50,000
ii. iii. iv.	Hall 5 (Elgon Hall) Hall 6 Hall 7	172,220,000
ii. iii. iv. v.	Hall 5 (Elgon Hall) Hall 6 Hall 7 Hall 8	172,220,000 119,50,000 119,50,000
ii. iii. iv. v.	Hall 5 (Elgon Hall) Hall 6 Hall 7 Hall 8 Wardens Flats Adjoining Hall 6	172,220,000 119,50,000 119,50,000 119,50,000 55,270,000 149,740,000
ii. iii. iv. v. vi. vii.	Hall 5 (Elgon Hall)  Hall 6  Hall 7  Hall 8  Wardens Flats Adjoining Hall 6  HallL 9 (Mboya Hall)	172,220,000 119,50,000 119,50,000 119,50,000 55,270,000

	TOTAL INSURANCE	982,960,000
	12. LOWER STATE HOUSE HALLS OF RESIDENCE - LR.NO,209/6741	
i.	Hall 1 (Mitchell Hall)	109,850,000
ii.	Hall 2 (Radhakrishnan Hall)	100,490,000
iii.	Hall 3 (Rogers Hall)	119,600,000
iv.	Hall 10 (Dag Hammaskjold Hall)	231,660,000
V.	Hall 11 (Jamhuri Hall)	232,700,000
vi.	Kitchen 1	58,260,000
vii.	Maisonettes Between HALL 3 & 10	8,160,000
	TOTAL INSURANCE	860,720,000
	13. MAMLAKA HALLS - L.R. NO. 209/19564	
i.	Mamlaka A Hostels	203,740,000
ii.	Mamlaka B Hostels	203,740,000
iii.	Mamlaka kitchen	69,850,000
iv.	Prefabs 1 Hostels	10,966,000
v.	Prefabs 2 Hostels	10,966,000
vi.	Prefabs 3 Hostels	10,966,000
vii.	Prefabs 4 Hostels	10,966,000
viii.	Prefabs 5 Hostels	10,966,000
ix.	Mamlaka Unit No. 2	5,360,000
х.	SQ to House No. 2	660,000
xi.	Mamlaka Unit No. 3	5,360,000
xii.	SQ to House No. 3	660,000
xiii.	Mamlaka Unit No. 4	5,360,000
xiv.	SQ to House No. 4	660,000
XV.	Mamlaka House No.5	6,090,000
xvi.	Detached SQ to House 5	660,000
xvii.	Mamlaka House No. 6	4,700,000
kviii.	Detached SQ to House 6	750,000
xix.	Mamlaka House No.7	4,700,000

XX.	Detached SQ to House 7	800,000
xxi.	Mamlaka House No 8	8,310,000
xxii.	Detached SQ to House 8	680,000
xxiii.	Mamlaka House No 9	8,390,000
	Total Buildings	
	TOTAL INSURANCE	585,300,000
	14. ST. ANDREWS COURT - L.R. NO. 209/4927	
i.	St Andrew Flats	117,070,000
ii.	Servant Quarters	2,130,000
iii.	Parking bay	5,230,000
	Total Buildings	
	TOTAL INSURANCE VALUE	124,430,000
	15. L.R NO. 209/18221 PLAYING FIELDS	
i.	Chancellor's Court	52,010,000
ii.	Public Toilets Block	4,390,000
iii.	Pope's Dias	35,240,000
	TOTAL BUILDINGS	
	TOTAL INSURANCE VALUE	91,640,000
	TOTAL INSURANCE	11,417,720,000
	16. CHIROMO CAMPUS - L.R. NO.209/346/40	
i.	Faculty of Science Building	310,860,000
ii.	Office of the Faculty	22 110 000
	Registrar/Secretary	33,110,000
iii.	Gate House (Old Mortuary)	200,000
iv.	Department of Chemistry Building	162,400,000
v.	Generator Shed (Behind Chemistry Building)	100,000

vi.	Prefabricated Timber Building	8,310,000
vii.	Detergent Production Unit/Dept. of	3,390,000
	Chemistry Sales Office	3,390,000
viii.	Department of Computing &	129,360,000
V111.	Informatics/ICT Centre	129,300,000
ix.	Examination Centre	279,020,000
х.	Big Lecture Theatre (B.L.T) – New	14,390,000
Λ.	Lecture	14,370,000
xi.	Animal House	5,910,000
xii.	Animal Experimental Room	2,610,000
xiii.	Staff Houses (Behind Chiromo Library)	4,260,000
xiv.	Dept. of Medical Physiology	102,570,000
XV.	Department of Biochemistry Building	67,320,000
xvi.	Dept. of Veterinary Anatomy &	
AVI.	Physiology	76,090,000
xvii.	Department of Human Anatomy	48,390,000
kviii.	College of Biological and Physical	40,120,000
XVIII.	Sciences Building	40,120,000
xix.	Equipment Stores & Laboratories	8,010,000
XX.	Botany Block 2	195,320,000
xxi.	CEBIB Building	38,910,000
xxii.	Chiromo SWS Cafeteria Ablution Block	470,000
xxiii.	Chiromo SWS Cafeteria	3,610,000
xxiv.	Student Cafeteria/Kitchen/Shop	2,280,000
xxv.	Prefabricated Blocks	8,620,000
xxvi.	Mwangaza Hse Behind CEBIB Wing A	7,360,000
vvii	Veterinary Anatomy & Physiology	1,320,000
xvii.	Laboratory	1,320,000
xviii.	GECAGA Institute	17,690,000
xxix.	Stores 1	770,000
XXX.	Stores 2	430,000

xxxi.	Chiromo Library	134,170,000
xxii.	Small & Large Lecture Theatre (SLT &	22 240 000
лли.	LLT)	32,340,000
xxiii.	Millenium Hall 1	40,350,000
xxiv.	Millenium Hall 2	46,680,000
XXV.	Chiromo Funeral Home Main building	52,820,000
xxvi.	Chiromo Funeral Home Viewing Area	1,650,000
xvii.	Funeral Home Gents & Ladies	1,460,000
xviii.	Security House	140,000
xxix.	Biological Sciences - Block 1	316,090,000
xl.	Chiromo Conference Centre	49,600,000
xli.	Institute of African Studies	65,150,000
xlii.	Exercise & Cardio Vascular Lab	1,890,000
xliii.	Generator Shed ICT 1	330,000
xliv.	Generator Shed Behind Examination	190,000
All V.	Centre	190,000
xlv.	Science & Computing Lab	79,200,000
xlvi.	External Chemistry Store	1,610,000
xlvii.	External Surgical Skills Lecture Room	6,340,000
lviii.	External Radio Isotope	930,000
xlix.	Natural Products Research &	1,360,000
AIIA.	Development Lab	1,500,000
1.	Generator Shed ICT 2	420,000
li.	Gate House (Examination Centre)	160,000
	Total Buildings	
	TOTAL INSURANCE VALUE	2,406,140,000
	17. CHIROMO HOSTELS - L.R NO. 209/9940	
i.	Halls of Residence Block	283,890,000
ii.	SWS Offices Building	13,760,000

iii.	Maisonette Next to Chiromo Hostel	10,370,000
iv.	Double Storey Cafeteria Block	118,720,000
V.	Electrical Room	1,560,000
vi.	Guard House	100,000
	Total Buildings	
	TOTAL INSURANCE VALUE	428,400,000
	18. CHIROMO CLUB HOUSE - L. R. 209/5921	
i.	Chiromo Club House	13,430,000
ii.	Servants Quarter	1,720,000
	Total Buildings	
		15,150,000
	TOTAL CHIROMO CAMPUS	
	BUILDINGS	
	TOTAL INSURANCE	2,849,690,000
	19. PARKLANDS CAMPUS - L.R. NO. 209/17503	
i.	Administration Block A	46,040,000
ii.	Administration Block B	127,960,000
iii.	2NO. Guard Houses	500,000
iv.	Faculty of Law -New Lecture Hall	21,250,000
v.	Parklands Library	93,120,000
vi.	Mosque Behind Library	620,000
vii.	Generator Shed	160,000
viii.	Parklands Kitchen/Cafeteria/Sheria Hall	45,650,000
ix.	Mothers Nursing Station	17,410,000
v	SMU Block/Health Services TOTAL	14,630,000
Х.	BUILDINGS	
xi.	Parklands Students Hostel	164,780,000
xii.	Swimming Pool Block	2,860,000
xiii.	Swimming Pool	23,100,000
xiv.	Senior Staff Residential Gate House	220,000

XV.	Senior Staff Residential Block A 3 BR	39,920,000
xvi.	Senior Staff Residential Block B 3 BR	28,520,000
xvii.	Senior Staff Residential Block C 3 BR	17,110,000
xviii.	Senior Staff Residential Block D 4 BR	16,350,000
xix.	Senior Staff Residential Block E 4 BR	16,350,000
XX.	Junior Staff Flats	12,360,000
xxi.	Tenements	9,240,000
xxii.	Bungalow (Next to SMU Block)	1,980,000
xxiii.	Residential House next to Health Services	3,440,000
	TOTAL INSURANCE	703,570,000
	20. KENYA SCIENCE CAMPUS - L. R. NO.11645	
i.	Gate House	400,000
ii.	Administration Block	314,000,000
iii.	Transport Block	18,220,000
iv.	Uhuru Hall	39,910,000
v.	Science Lecture Hall Complex	41,440,000
vi.	Chemistry and Biology Laboratory	45,820,000
vii.	Physics Laboratory	22,480,000
viii.	Halls of Residence Block 1	71,480,000
ix.	Halls of Residence Block 2	71,480,000
х.	Halls of Residence Block 3	71,480,000
xi.	Halls of Residence Block 4	71,480,000
xii.	Dining Hall & TV Room (Behind Halls 1,2,3 & 4)	104,650,000
xiii.	Swimming Pool /Changing Room	24,900,000
xiv.	Nursery School: -Block 1	3,700,000
XV.	Nursery School: -Block 2	8.710,000
xvi.	Timber House Next to KSC Nursery	1,590,000

xvii.	Congo Residence Block 1	8,380,000
xviii.	Congo Residence Block 2	8,380,000
xix.	Generator House	930,000
XX.	Junior Staff Houses Block 1	13,860,000
xxi.	Junior Staff Houses Block 2	13,860,000
xxii.	Junior Staff Houses Block 3	13,860,000
xxiii.	Junior Staff Houses Block 4	13,860,000
xxiv.	Junior Staff Houses Block 5	13,860,000
XXV.	Junior Staff Houses Block 6	13,860,000
xxvi.	Junior Staff Houses Block 7	13,860,000
xvii.	Junior Staff Houses Block 8	13,860,000
xviii.	Junior Staff Houses Block 9	13,860,000
xxix.	Junior Staff Houses Block 10	13,860,000
XXX.	Njama Flats Block 1	21,240,000
xxxi.	Njama Flats Block 2	21,240,000
xxii.	Senior Staff Houses 1 (Block 51-58)	17,520,000
xxiii.	Senior Staff Houses 2 (without DSQS)	17,520,000
xxiv.	Senior Staff Block (House 120-124)	16,720,000
XXV.	Senior Staff Block (House 125-128)	16,720,000
xxvi.	Senior Staff Block (House 129-131)	16,720,000
xvii.	Senior Staff House 1	27,760,000
xviii.	Senior Staff House 2	27,760,000
xxix.	Senior Staff House 3	27,760,000
xl.	Senior Staff House 4	27,760,000
xli.	Senior Staff House 5	27,760,000
xlii.	Senior Staff House 6	27,760,000
xliii.	Senior Staff House 7	27,760,000
xliv.	Senior Staff Quarters SQ (House 1)	2,020,000
xlv.	Senior Staff Quarters SQ (House 2)	2,020,000
xlvi.	Senior Staff Quarters SQ (House 3)	2,020,000
xlvii.	Senior Staff Quarters SQ (House 4)	2,020,000

lviii.	Senior Staff Quarters SQ (House 5)	2,020,000
xlix.	Senior Staff Quarters SQ (House 6)	2,020,000
1.	Senior Staff Quarters SQ (House 7)	2,020,000
li.	Carport – House 1	340,000
lii.	Carport – House 2	340,000
liii.	Carport – House 3	340,000
liv.	Carport – House 4	340,000
lv.	Carport – House 5	340,000
lvi.	Carport – House 6	340,000
lvii.	Carport – House 7	340,000
lviii.	Double Storey Block 1, with 4 Units	15,810,000
lix.	Double Storey Block 2, with 4 Units	15,810,000
lx.	Double Storey Block 3, with 4 Units	15,810,000
lxi.	Double Storey Block 4, with 4 Units	15,810,000
lxii.	Double Storey Block 5, with 4 Units	15,810,000
lxiii.	Double Storey Block 6, with 4 Units	15,810,000
lxiv.	SQ for Double Storey Block 1	1,190,000
lxv.	SQ for Double Storey Block 2	1,190,000
lxvi.	SQ for Double Storey Block 3	1,190,000
xvii.	SQ for Double Storey Block 4	1,190,000
xviii.	SQ for Double Storey Block 5	1,190,000
lxix.	SQ for Double Storey Block 6	1,190,000
	TOTAL BUILDINGS	
	TOTAL INSURANCE	1,518,850,000
	21. LR.NO. 209/13981 – FACULTY OF HEALTH SCIENCES	
	K.N.H Hostels A	
i.	K.N.H Hostels B	61,580,000
ii.	K.N.H Hostels C	61,580,000
iii.	K.N.H Hostels D	61,580,000
iv.	Single Storey Block (TV Room)	20,950,000

v.	Cafeteria Building	26,950,000
vi.	Administration Block	81,230,000
vii.	Lecture Theatre 1 and 2	11,480,000
viii.	Department of Human Pathology Block	81,180,000
ix.	Museum & Medical Illustration Block	98,760,000
X.	Medical Microbiology Block	107,870,000
xi.	Psychiatry & Gynaecology	93,560,000
xii.	Haematology & Blood Transfusion Block	81,180,000
xiii.	Paediatrics & Child Health Block	93,560,000
xiv.	Animal House/Paediatrics Laboratory	62,370,000
XV.	Immunology Block	93,560,000
xvi.	Prefab 3 (Old Public Health/Com-Care	4,620,000
xvii.	Cafeteria Faculty of Health Sciences Library	119,640,000
kviii.	Deans Annex 1	3,300,000
xix.	Deans Annex II	3,300,000
XX.	Medical Microbiology Annex	5,880,000
xxi.		
xxii.	Centre for Infectious and Tropical Diseases UNITID	151,190,000
xxiii.	Transformer Room	990,000
	TOTAL BUILDINGS	
	TOTAL INSURANCE	1,387,890,000
	22. KENYATTA NATIONAL HOSPITAL PLAYING FIELDS 209/13978	
	Total Buildings	
	23. DEPARTMENT OF PHARMACY AND NURSING BLOCK - L.R. NO. 209/13988	
i.	Construction & Maintenance Building	6,140,000

	26. UON DENTAL HOSPITAL ANNEXE - L.R NO. 209/5651	
	TOTAL INSURANCE	204,070,000
	Total Buildings	
v.	Security Gate House	100,000
iv.	Block)	24,930,000
	Building)  UoN Eye Centre (Ophthalmology	
iii.	Cafeteria (Prefabricated Timber	1,790,000
ii.	Dental Ward	4,890,000
i.	Dental Sciences)	172,360,000
	25. UON DENTAL HOSPITAL - L. R. NO. 209/6442/2  UoN Dental Hospital (Department of	
	TOTAL INSURANCE	252,900,000
	Total Buildings	
i.	New Department of Pharmacy Block	
	24. PROPOSED DEPARTMENT OF PHARMACY - L.R. NO. 25139	
	TOTAL INSURANCE	257,740,000
	Total Buildings	
ix.	of Nursing	9,410,000
iv	Prefabricated Building for Department	0.410.000
viii.	Tank House	830,000
vii.	Department of Nursing Sciences Building	41,860,000
vi.	Pharmacy Block II	92,670,000
v.	Pharmacy Block 1	92,670,000
iv.	Pharmacy Ablution Block	1,320,000
iii.	Daru Unit and Chemical Store Block	5,940,000
ii.	Department of Pharmacy Boardroom and Dean's Office Block	6,900,000

i.	Block I	75,580,000
ii.	Dental Plaza	52,800,000
iii.	Dental Sciences Cafeteria	6,510,000
iv.	Dental Sciences Junior Staff Quarters	9,570,000
v.	Tuck Shop	600,000
vi.	Single Residential Block	1,060,000
vii.	Compressor Room	800,000
	Total Buildings	
	TOTAL INSURANCE	146,920,000
	TOTAL FACULTY OF HEALTH SCIENCES TOTAL BUILDINGS	
	TOTAL INSURANCE	2,249,520,000
i.	27. LOWER KABETE CAMPUS - L.R. NO. 23161	
ii.	Gate and Security House	730,000
iii.	Administration Block	45,790,000
iv.	Biashara Hall	46,850,000
	Tuition Block Wing A & B	98,970,000
v.	Mwai Kibaki Library	83,720,000
vi.	Old Library Building	40,840,000
vii.	New Tuition Block	37,130,000
viii.	Block L	5,810,000
ix.	Block M	5,810,000
х.	Block S (Seminar Block)	8,590,000
xi.	Maintenance Office/Store/Junior Staff	5,940,000
711.	Quarter Rooms	2,2 10,000
xii.	Administration and Academic Facilities  Office Block	76,430,000
xiii.	Pump Fueling Building	470,000
	Generator/ Boiler Room	300,000
xiv.	Generator/ Botter Room	300,000

xvi.	Lecture Hall 1& 2 Building	40,350,000
xvii.	Power House	520,000
xviii.	External Ablution	1,270,000
xix.	Block K	4,760,000
XX.	Kiang'ombe Hall	5,610,000
xxi.	Jogoo Hall	5,610,000
xxii.	Sagana Hall	5,610,000
xxiii.	Magadi Hall	5,610,000
xxiv.	Kajiado Hall	4,590,000
XXV.	Lodwar Hall	5,610,000
xxvi.	Maseno Hall	38,640,000
xvii.	Kapenguria Hall	72,470,000
xviii.	Meru Hall	43,040,000
xxix.	Narok Hall	43,040,000
XXX.	Masaku Hall	43,040,000
xxxi.	Campus Clinic (Extension to Masaku	4,090,000
	Hall	
xxii.	Malindi Hall	89,980,000
xxiii.	Bakery	13,860,000
xxiv.	Student's Centre	6,270,000
XXV.	Solk Office	1,850,000
xxvi.	Block A Hostel	16,480,000
xvii.	Block B Hostel	16,480,000
xviii.	Block C Hostel	16,480,000
xxix.	Block D – Hostel	16,480,000
xl.	Block E – Hostel	16,480,000
xli.	Block F – Hostel	16,480,000
xlii.	Block G – Hostel	16,480,000
xliii.	Block H – Hostel	16,480,000
xliv.	Block J – Hostel	16,480,000
xlv.	New Halls – Hall 87 (Complete Wing)	92,970,000

xlvi.	New Halls – Hall 87 (Incomplete Wing)	167,360,000
xlvii.	Power House (Next to New Hall 87)	800,000
lviii.	Kitchen & Cafeteria	31,8880,000
	Residential Houses	
xlix.	Type A House 1	4,590,000
1.	Type A SQ 1	1,320,000
li.	Type A House 2	4,590,000
lii.	Type A SQ 2	1,320,000
liii.	Type A House 3	4,590,000
liv.	Type A SQ 3	1,320,000
lv.	Type B House 1	5,210,000
lvi.	Type B House 1sq	1,320,000
lvii.	Type B House 2	4,930,000
lviii.	Type B House 2 SQ	1,320,000
lix.	Type B House 3	4,930,000
lx.	Type B House 3 SQ	1,320,000
lxi.	Type B House 4	4,930,000
lxii.	Type B House 4 SQ	1,320,000
lxiii.	Type B House 5	4,930,000
lxiv.	Type B House 5 SQ	1,320,000
lxv.	Type B House 6	4,930,000
lxvi.	Type B House 6 SQ	1,320,000
xvii.	Type C House 1	4,050,000
xviii.	Type C House 1 SQ	2,250,000
lxix.	Type C House 2	4,050,000
lxx.	Type C House 2 SQ	2,250,000
lxxi.	Type C House 3	4,050,000
xxii.	Type C House 3 SQ	2,250,000
xxiii.	Type D House 1	4,660,000
xxiv.	Type D House SQ	1,390,000
XXV.	Type D House 2	4,660,000

	28. UPPER KABETE CAMPUS - L.R. NO. 11763	
	TOTAL INSURANCE	1,499,820,000
	Total Buildings	
cii.	Gate House	270,000
ci.	(Sewerage Plant Rooms)	4,760,000
	Junior Staff Quarters – Block 5	1.7.0.000
c.	Junior Staff Quarters – Block 4	2,720,000
xcix.	Block 3 SQ	890,000
cviii.	Senior Staff Quarters – Block 3	2,720,000
cvii.	Block 2 SQ & Garage	1,060,000
xcvi.	Senior Staff Quarters – Block 2 (SG)	4,760,000
xcv.	Ablution Block	2,130,000
xciv.	Block 1 SQ	890,000
xciii.	Junior Staff Quarters – Block 1	2,720,000
xcii.	Type F House 4 SQ	710,000
xci.	Type F House 4	4,940,000
XC.	Type F House 3 SQ	710,000
xxix.	Type F House 3	4,940,000
xvII. KViii.	Type F House 2 SQ	710,000
xxvi. xvii.	Type F House 1 SQ  Type F House 2	4,940,000
XXV.	Type F House 1 Type F House 1 SQ	710,000
	Type E House 4 SQ	4,940,000
xxiii. xxiv.	Type E House 4	7,730,000
xxii.	Type E House 3 SQ	880,000
xxxi.	Type E House 3	7,730,000
lxxx.	Type E House 2 SQ	880,000
xxix.	Type E House 2	7,730,000
xviii.	Type E House 1 SQ	880,000
xvii.	Type E House 1	7,730,000
xxvi.	Type D House 2 SQ	1,390,000

	Principal's Office Building &	26,200,000
i.	Administration building	26,300,000
	Department of Animal Production_/	72.520.000
ii.	Laboratory	73,530,000
iii.	CAVS Cafeteria (NJODES)	2,280,000
iv.	Students' Health Services	17,560,000
v.	Brooder House/Office	6,580,000
vi.	Breeding House	4,600,000
vii.	Laying House	5,830,000
viii.	Broiler Houses A	1,130,000
ix.	Broiler Houses B	1,130,000
х.	Broiler Houses C	1,130,000
xi.	Broiler Houses D	1,130,000
xii.	Small Ruminant Nutrition Unit	3,170,000
xiii.	Dog Kennels 1	4,860,000
xiv.	Dog Kennel 2	3,040,000
XV.	Horse Stables (Dog Kennel 3)	2,410,000
xvi.	Horse Stables (Dog Kennel 4)	2,410,000
xvii.	Horse Stables (Dog Kennel 5)	2,410,000
xviii.	Horse Stables (Chicken Unit)	2,410,000
xix.	Rabbit House	4,920,000
XX.	Cow sheds	21,140,000
xxi.	Animal Slaughter House	9,900,000
xxii.	Goat Research Unit	3,360,000
xxiii.	Labour Line 1 Next To Tana Hall C	1,730,000
xxiv.	Labour Line 2next To Tana Hall C	1,730,000
XXV.	Labour Line 3 Next To Tana Hall C	1,730,000
xxvi.	Labour Line 4 Next To Tana Hall C	1,730,000
xvii.	Labour 1 Lines Next To Sarit Building	3,040,000

xviii.	Labour 2 Lines Next To Sarit Building	3,040,000
xxix.	Junior Staff (House 60)	2,380,000
XXX.	Junior Staff (House 61)	2,380,000
xxxi.	Junior Staff (House 62)	2,380,000
xxii.	Junior Staff (House 63)	2,380,000
xxiii.	Small Animal Clinic Unit	47,070,000
xxiv.	Maintenance Office	7,130,000
XXV.	Maintenance Store	1,160,000
xxvi.	Incinerator Room	1,850,000
xvii.	Wakulima Hall	187,390,000
xviii.	Clinician Flats	30,440,000
xxix.	Servants Quarters (Next To Wakulima Hall)	2,380,000
xl.	Tana Hall Block A	24,920,000
xli.	Tana Hall Block B	23,410,000
xlii.	Tana Hall Block C	91,080,000
xliii.	Students' Common Room	11,170,000
xliv.	Tana Hall Catering Unit	39,510,000
xlv.	Faculty Of Veterinary Medicine Building	242,180,000
xlvi.	SWS Offices & SMU Games Block	10,710,000
xlvii.	Toxicology Building	24,040,000
lviii.	Department Of Clinical Studies	143,300,000
xlix.	Sarit Building	3,900,000
	Total Buildings	
	Land (16.99 acres)	
	TOTAL INSURANCE	1,115,390,000
	29. L.R. NUMBER: 11726 MUGABE HOUSE AND BARRACK HOUSES	
i.	Terraced Residential Block 1 (Kabete	
1.	Barracks)	24,690,000

::	Terraced Residential Block 2 (Kabete	
ii.	Barracks)	24,690,000
:::	Terraced Residential Block 3 (Kabete	
iii.	Barracks)	24,690,000
iv.	Mugabe Hostel	111,160,000
	Total Buildings	
	TOTAL INSURANCE	185,230,000
	30. FACULTY OF AGRICULTURAL (8:4:4 BUILDING) LR.NO.22378	
i.	Department of Agricultural Economics	
	(8.4.4 Building)	92,130,000
ii.	Generator Room	1,390,000
iii.	Department Of Public Health,	
111.	Pharmacology & Toxicology	144,540,000
iv.	Department Of Agriculture	226,230,000
v.	Food Science & Technology 1	161,480,000
vi.	Food Science & Technology 2	53,170,000
vii.	ANP Building	40,710,000
viii.	Food Science Pilot Plant	8,010,000
ix.	Food Processing Hub (Next To Pilot	5,250,000
ix.	Plant)	3,230,000
v	Department Of Environmental & Bio	41,720,000
х.	systems Engineering.	41,720,000
xi.	Sarec Building	35,960,000
xii.	Metal Workshop	15,710,000
xiii.	Wood Workshop	15,710,000
xiv.	Marker Space Building (Formerly	16,680,000
XIV.	Department Of Soil And Water)	10,080,000
	Total Buildings	
	TOTAL INSURANCE	858,690,000
<del></del>	31. L.R. NO. 22379 ANP HOUSES	

i.	Single Storey Houses (ANP 1)	2,080,000
ii.	Single Storey Houses (ANP 2)	2,080,000
iii.	Single Storey Houses (ANP 3)	2,080,000
	• ` ` ` `	, ,
iv.	Single Storey Houses (ANP 4)	2,080,000
	Total Buildings	
	TOTAL INSURANCE	8,320,000
	32. <b>L.R. NO. 23943 UPPER KABETE</b>	
	Land (0.02471 Acres)	
	TOTAL MARKET VALUE	
	33. L.R. NUMBER: 11728 LARMAT	
i.	Library	96,900,000
ii.	Department of Land Resource	165,030,000
11.	Management (LARMAT)	103,030,000
	TOTAL BUILDINGS	
	TOTAL INSURANCE	261,930,000
	34. FIELD STATION - L.R. NO 13057/2	
i.	Crop Science Building	31,350,000
ii.	Administration Block	5,020,000
	Seed Enterprise Management Institute	120 210 000
111.	Building	120,310,000
iv.	12 NO. Units Small Size Green Houses	2,860,000
v.	4 No. Units Large Size Green Houses	5,070,000
	Dome-shaped Green Houses 3No	
Vi.	Green	3,300,000
	1No. Greenhouse (Rhizobium	
vii.	Research)	2,360,000
	Dome-shaped Green Houses 4No	
viii.	Black	11,490,000
ix.	Dome Shaped Green House	360,000
х.	Store Next House at Crop Protection	1,290,000
xi.	Power House	160,000

xii.	Junior Staff Quarter: Block 1	7,400,000
xiii.	Junior Staff Quarter: Block 2	6,670,000
xiv.	Junior Staff Quarter: Block 3	1,260,000
XV.	1No. Block Residential Houses	9,050,000
xvi.	Coffee Factory	3,690,000
xvii.	Coffee Factory Store 1	4,460,000
xviii.	Coffee Factory Store 2	1,520,000
xix.	Water Pump House	1,320,000
XX.	Multipurpose Hall Near Coffee Factory	2,230,000
	Labour Line 1 on the Way to Coffee	1 470 000
xxi.	Factory	1,470,000
	Labour Line 2 on the Way to Coffee	1.1=0.000
xxii.	Factory	1,470,000
	Indigenous Chicken Store & Sales	2.270.000
xxiii.	Workshop	3,250,000
xxiv.	Senior Staff House 1 (4B/r ) & SQ	7,320,000
XXV.	Senior Staff House 2 (4B/r ) & SQ	7,320,000
xxvi.	Senior Staff House 3 (4B/r ) & SQ	7,320,000
xvii.	Senior Staff House 4 (4B/r ) & SQ	7,320,000
xviii.	Senior Staff House 5 (4B/r ) & SQ	7,320,000
xxix.	Senior Staff House 6 (4B/r ) & SQ	7,320,000
XXX.	Senior Staff House 7 (4B/r ) & SQ	7,320,000
xxxi.	Senior Staff House 8 (4B/r ) & SQ	7,320,000
xxii.	Senior Staff House 9(4B/r) & SQ	7,320,000
xxiii.	Senior Staff House 10 (4B/r ) & SQ	7,320,000
xxiv.	Senior Staff House 11 (4B/r ) & SQ	7,320,000
XXV.	Senior Staff House 12 (4B/r ) & SQ	7,320,000
xxvi.	Senior Staff House 1 (3BR)	6,320,000
xvii.	SQ Hse 1	530,000
xviii.	Senior Staff House 2 (3br)	6,320,000
xxix.	SQ Hse 2	530,000

xl.	Senior Staff House 3 (3br)	6,320,000
xli.	SQ Hse 3	530,000
xlii.	Senior Staff House 4 (3br)	6,320,000
xliii.	SQ Hse 4	530,000
xliv.	Senior Staff House 5 (3br)	6,320,000
xlv.	SQ Hse 5	530,000
xlvi.	Senior Staff House 6 (3br)	6,320,000
xlvii.	SQ Hse 6	530,000
lviii.	Managers House Along Lower Kabete	7,400,000
xlix.	Gate House	400,000
	Total Buildings	
	TOTAL INSURANCE	364,100,000
	35. L.R. NO. 22376, MANDELA HOSTEL	
i.	Common Room	6,930,000
ii.	Gate House	140,000
iii.	Mandela Hall	104,450,000
iv.	Royal Satima Bottling Plant	22,410,000
v.	ANP Hall	29,230,000
vi.	Kantaria Exhibition Centre - ATIC	50,740,000
vii.	Cow Sheds Opposite ANP Hall	9,420,000
	Total Buildings	
	TOTAL INSURANCE	224,280,000
	36. JERICHO STAFF QUARTERS & WMI - L.R. NO. 9912	
	Staff Houses 1 (Type 1)(Jericho	2.22.22
i.	Soweto)	3,020,000
	Staff Houses 2 (Type 1)(Jericho	2 020 000
ii.	Soweto)	3,020,000
:::	Staff Houses 3 (Type 1)(Jericho	2.020.000
iii.	Soweto)	3,020,000

	Staff Houses 4 (Type 1)(Jericho	2.020.000
iv.	Soweto)	3,020,000
	Staff Houses 5 (Type 1)(Jericho	2 020 000
V.	Soweto)	3,020,000
:	Staff Houses 6 (Type 1)(Jericho	2 020 000
vi.	Soweto)	3,020,000
	Staff Houses 8 (Type 1)(Jericho	2 020 000
vii.	Soweto)	3,020,000
viii.	Staff Houses 9 (Type 1)(Jericho	2 020 000
VIII.	Soweto)	3,020,000
iv	Staff Houses 10 (Type 1)(Jericho	2 020 000
ix.	Soweto)	3,020,000
V	Staff Houses 11 (Type 1)(Jericho	2 020 000
Х.	Soweto)	3,020,000
:	Staff Houses 12 (Type 1)(Jericho	2 020 000
xi.	Soweto)	3,020,000
xii.	Staff Houses 13 (Type 1)(Jericho	3,020,000
XII.	Soweto)	3,020,000
v:::	Staff Houses 14 (Type 1)(Jericho	3,020,000
xiii.	Soweto)	3,020,000
xiv.	Staff Houses 15 (Type 1)(Jericho	2 020 000
XIV.	Soweto)	3,020,000
VV	Staff Houses 16 (Type 1)(Jericho	3,020,000
XV.	Soweto)	3,020,000
xvi.	Staff Houses 17 (Type 1)(Jericho	3,020,000
XVI.	Soweto)	3,020,000
xvii.	Staff Houses 18 (Type 1)(Jericho	3,020,000
XVII.	Soweto)	3,020,000
V 17jiji	Staff Houses 19 (Type 1)(Jericho	2 020 000
xviii.	Soweto)	3,020,000

	Staff Houses 20 (Type 1)(Jericho	
xix.		3,020,000
	Soweto)	
XX.	Staff Houses 21 (Type 1)(Jericho	3,020,000
	Soweto)	
xxi.	Staff Houses22 (Type 1)(Jericho	3,020,000
	Soweto)	, ,
xxii.	Staff Houses23 (Type 1)(Jericho	3,020,000
717111	Soweto)	3,020,000
xxiii.	Staff Houses24 (Type 1)(Jericho	3,020,000
XIII.	Soweto)	3,020,000
xxiv.	Staff Houses25 (Type 1)(Jericho	3,020,000
AAIV.	Soweto)	3,020,000
XXV.	Staff Houses (Type 2)(S1)	1,790,000
xxvi.	Staff Houses (Type 2)(S2)	1,790,000
xvii.	Staff Houses (Type 2)(S3)	1,790,000
xviii.	Staff Houses (Type 3)	1,190,000
xxix.	Staff Houses 1(Type 4) - Green View	1,380,000
XXX.	Staff Houses 2(Type 4) - Green View	1,380,000
xxxi.	Staff Houses 3(Type 4) - Green View	1,380,000
xxii.	Staff Houses 4(Type 4) - Green View	1,380,000
xxiii.	Project House	1,280,000
xxiv.	WMI Gate House	2,450,000
XXV.	Wangari Maathai Institute	583,970,000
xxvi.	Waangari Maathai AMPI Theatre	6,310,000
xvii.	WMI Water Treatment House	200,000
	Total Buildings	
	TOTAL INSURANCE	684,810,000
	37. KANYARIRI FARM - L.R. NO 11194	
i.	Old Farm Office, Pigsty and Milking	5,470,000
1.	Parlour	3,470,000
ii.	Experiment Block	5,280,000

iii.	Hay Barn and Garage	1,030,000
iv.	Assistant Farm Manager's House	5,550,000
v.	Guest Wing	4,260,000
vi.	Servant Quarters Block 1	1,320,000
vii.	Servant Quarters Block 2	660,000
viii.	Junior Staff Quarters 1	1,460,000
ix.	Junior Staff Quarters 2	1,460,000
х.	Junior Staff Quarters 3	1,460,000
xi.	Labour Lines 1 Next to Hay Barn	1,060,000
xii.	Labour Lines 2 Next to Hay Barn	1,060,000
xiii.	Labour Lines 3 Next to Hay Barn	1,060,000
xiv.	Cattle Dip/ Spray Area	530,000
XV.	Old Office/ Record Centre	580,000
xvi.	Labour Lines	660,000
	Labour Lines Opposite Assistant	
xvii.	Manager's Office	620,000
	Total Buildings	
	TOTAL INSURANCE	33,520,000
	38. NEW KANYARIRI VETERINARY FARM - L.R. NO.190	
i.	Administration Block (Farm Office)	8,770,000
ii.	Offices Security and Store	10,890,000
iii.	Doulter, House 1	C COO 000
-	Poultry House 1	6,600,000
iv.	Poultry House 1 Poultry House 2	6,600,000
iv.	, , , , , , , , , , , , , , , , , , ,	
	Poultry House 2	6,600,000
v.	Poultry House 2 Poultry House 3	6,600,000 6,600,000
v. vi.	Poultry House 2 Poultry House 3 Poultry House 4	6,600,000 6,600,000 6,600,000
v. vi. vii.	Poultry House 2 Poultry House 3 Poultry House 4 Dairy Blocks 1	6,600,000 6,600,000 6,600,000 4,070,000
v. vi. vii. viii.	Poultry House 2 Poultry House 3 Poultry House 4 Dairy Blocks 1 Dairy Blocks 2	6,600,000 6,600,000 6,600,000 4,070,000 4,070,000

::	Labour Line 1 next to Farm Manager's	1 400 000
xii.	House	1,490,000
xiii.	Labour Line 2 next to Farm Manager's	1,790,000
XIII.	House	1,790,000
	TOTAL INSURANCE	66,270,000
	TOTAL UPPER KABETE TOTAL BUILDING	
	TOTAL UPPER KABETE	
	39. KIKUYU CAMPUS - L.R. NO. 7219/6	
i.	Social Sciences Building	8,910,000
ii.	Administration Block	10,390,000
iii.		
	Pioneer Hall (Hall 1)	38,330,000
iv.	Pioneer Hall Extension	4,230,000
V.	Garage	570,000
vi.	Hall 1 Annex	17,410,000
vii.	Block of Stores Behind Hall 1 Annex	2,550,000
viii.	Generator Room	990,000
ix.	Hall 2	13,010,000
X.	Hall 3	13,010,000
xi.	Hall4	13,010,000
xii.	Hall 5	13,010,000
xiii.	Hall 6	13,010,000
xiv.	Hall 7	13,010,000
XV.	Hall 8	13,010,000
xvi.	Halls 9	14,030,000
xvii.	Halls 10	14,030,000
xviii.	Halls 11	14,030,000
xix.	Halls 12 (40% Complete)	14,290,000
	Continuing and Distance Education	15 000 000
XX.	Block 1 (Printing)	15,880,000

xxi.	Continuing and Distance Education	15,880,000
AAI.	Block 2	13,000,000
xxii.	Continuing and Distance Education	
XXII.	Block 3	
xxiii.	Continuing and Distance Education	21,670,000
XXIII.	Block 4 (Ablution)	21,070,000
xxiv.	Kimberley student's Hostel	407,040,000
XXV.	Chief Halls Officer House	4,930,000
xxvi.	Residential House: Block 1	4,860,000
xvii.	SQ Block 1	860,000
xviii.	Residential House : Block 2	4,860,000
xxix.	SQ Block 2	860,000
XXX.	Residential House: Block 3	4,860,000
xxxi.	SQ Block 3	860,000
xxii.	Residential House: Block 4	4,860,000
xxiii.	SQ Block 4	860,000
xxiv.	Residential House : Block 5	5,000,000
XXV.	SQ Block 5	860,000
xxvi.	Residential House : Block 6	4,860,000
xvii.	SQ Block 6	860,000
xviii.	Residential House: Block 7	4,860,000
xxix.	SQ Block 7	860,000
xl.	Residential House : Block 8	4,860,000
xli.	SQ Block 8	860,000
xlii.	Semi-permanent GCI Room (IDP)	1,190,000
xliii.	Residential White Painted House	1,940,000
xliv.	Assistant Dean's Residence	7,920,000
xlv.	Servant Quarters	4,290,000
xlvi.	Servant's Quarters(Behind Kimberley Hostels)	3,730,000
xlvii.	Kitchen and Dining Hall	70,710,000

lviii.	Kimberly Hall Extension (Generator	3,160,000
17111.	Room)	3,100,000
xlix.	Centre for Open and Distance Learning	9,770,000
AIIA.	(CODL)	2,770,000
1.	African Virtual University (AVU)	31,340,000
li.	Mwalimu (Multi-Purpose Hall)	22,450,000
lii.	University Health Services	4,720,000
liii.	External Ablution Block	960,000
liv.	New Gate House	800,000
lv.	Old Sentry Box	270,000
	Total Buildings	
	TOTAL INSURANCE	906,840,000
	40. KIKUYU CAMPUS - L.R. NO. 7219/R	
i.	College of Education and External	
1.	Studies Library	130,830,000
ii.	Faculty of Education Building	323,130,000
iii.	CEES Lecture Theatres	50,890,000
iv.	Power Room	400,000
v.	Machine Room	400,000
vi.	UNICHEF Restaurant	16,370,000
vii.	Ablution Block	730,000
viii.	Gate House	300,000
	Total Buildings	
	TOTAL INSURANCE	523,050,000
	TOTAL KIKUYU CAMPUS	
	TOTAL BUILDINGS	
	TOTAL INSURANCE	1,429,890,000
	41. CONFUCIUS INSTITUTE - L.R. NO. 21892	
	Total Buildings	
	TOTAL INSURANCE	494,160,000
	OFF CAMPUS RESIDENTIAL	

ROAD Total Buildings	
TOTAL INSURANCE	12,690
43. LR.NO.209/1512 KOLOBOT/ARBORETUM ROAD	
Total Buildings	
TOTAL INSURANCE	12,250
44. ARBORETUM DRIVE - L.R. No.209/1520/1	
Total Buildings	
TOTAL INSURANCE	7,080
45. L.R NO. 1/514 GALANA ROAD, KILIMANI	
Total Buildings	
TOTAL INSURANCE	25,830
46. L.R NO. 2/240 ARWINGS KODHEK, KILIMANI	
Total Buildings	
TOTAL INSURANCE	10,590
47. L.R.NO. 17/23 BENDERA LANE, SPRING VALLEY	
Total Buildings	
TOTAL INSURANCE	14,850
48. 8272/15 BENDERA LANE, SPRING VALLEY	
Total Buildings	
TOTAL INSURANCE	8,660
49. LR.N0.1870/VIII/56- BOUNDARY ROAD	
Total Buildings	
TOTAL INSURANCE	10,500
50. LR.NO.1870/V/83- CHURCH ROAD, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	9,560
51. L.R. NO. 3734/101 EL MORO DRIVE, LAVINGTON	
Total Buildings	

TOTAL INSURANCE	12,950,000
52. LR NO. 209/3093, GATUNDU ROAD, KILELESHWA	
Total Buildings	
TOTAL INSURANCE	8,700,000
53. LR.NO.1870/I/257 GENERAL MATHENGE, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	16,060,00
54. L.R. NO. 1870/II/222- GENERAL MATHENGE DRIVE, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	6,840,00
55. LR.330/392 OFF HATHERU ROAD, LAVINGTON	
Total Buildings	
TOTAL INSURANCE	9,690,00
56. L.R. NO: 9914, KAPENGURIA ROAD, UPPER KABETE	
Total Buildings	
TOTAL INSURANCE	8,580,00
57. L.R. NO: 9915, KAPENGURIA ROAD, UPPER KABETE	
Total Buildings	
TOTAL INSURANCE	30,770,00
58. L.R. NO: 9916, KAPENGURIA ROAD, UPPER KABETE	
Total Buildings	
TOTAL INSURANCE	6,940,00
59. L.R. NO. 5/55 KABARSIRANI DRIVE, LAVINGTON	
Total Buildings	
TOTAL INSURANCE	11,920,00
60. L.R 1870/III/244 KARUNA CLOSE, WESTLANDS	
Total Buildings	

TOTAL INSURANCE	6,270,00
61. L.R 1870/III/240 OFF KARUNA CLOSE, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	6,270,00
62. L.R. NO.13463- KASARANI	
Total Buildings	
TOTAL INSURANCE	2,040,00
63. L.R.NO 1/203 KAYAHWE ROAD- KILIMANI	
Total Buildings	
TOTAL INSURANCE	9,800,00
64. L.R.NO 1/223 KAYAHWE ROAD- KILIMANI	
Total Buildings	
TOTAL INSURANCE	8,100,00
65. L.R.NO 2/139 KIRICHWA GARDENS , KILIMANI	
Total Buildings TOTAL INSURANCE	8,570,00
67. L.R NO. 4857/46 LAIKIPIA ROAD, KILELESHWA Total Buildings	
TOTAL INSURANCE	139,920,00
68. L.R NO. 4857/58 LAIKIPIA ROAD, KILELESHWA	,,
Total Buildings	
TOTAL INSURANCE	8,300,00
69. L.R NO. 1870/VI/56- EAST CHURCH ROAD, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	7,260,00
70. LR.NO.1870/III/71 LOWER KABETE ROAD	
INSURANCE VALUE	
71. LR.NO. 4857/39 MANDERA ROAD, KILELESHWA	
Total Buildings	

TOTAL INSURANCE	24,200,0
72. LR.NO. 4857/40 MANDERA ROAD,	
KILELESHWA	
Total Buildings	
TOTAL INSURANCE	20,930,0
73. L.R. 1870/V/7/1 MANGU GARDENS, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	71,500,0
74. L.R 209/4401/630-633 MATHIOYA ROAD	
Total Buildings	
TOTAL INSURANCE	12,120,0
75. L.R. NO. 1870/III/64 MATUNDU CLOSE, PARKLANDS	
Total Buildings	
TOTAL INSURANCE	11,730,0
76. LR 1870/III/113MUGUGA GREEN, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	9,890,0
77. LR 1870/I/194 OFF MWANZI ROAD, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	11,170,0
78. L.R 1870/VI/138 OFF MVULI ROAD, WESTLANDS	
Total Buildings	
TOTAL INSURANCE	25,320,0
79. <b>L.R NO. 209/154/1 NGONG ROAD, KILIMANI</b>	
Total Buildings	
TOTAL INSURANCE	28,830,0
80. L.R NO. 2/21 NGONG ROAD, KILIMANI	
Total Buildings	
TOTAL INSURANCE	23,360,0
81. L.R. NO. 1870/VIII/157 OFF PEPONI ROAD, SPRING VALLEY ESTATE	

Total Buildings	
TOTAL INSURANCE	5,640,0
82. L.R. NO. 1870/VIII/158 OFF PEPONI ROAD SPRING VALLEY ESTATE	
Total Buildings	
TOTAL INSURANCE	5,480,0
83. L.R. NO. 1870/VIII/36-PEPONI ROAD	
Total Buildings	
TOTAL INSURANCE	9,460,0
84. L.R.NO. 3734/349 OTHAYA ROAD	
Total Buildings	
TOTAL INSURANCE	7,100,0
85. LR. NO. 1870/VI/167 RAPHTA ROAD	
Total Buildings	
TOTAL INSURANCE	8,360,0
86. L.R.NO.4858/7 RING ROAD KILELESHSWA-ARBORETUM FLATS  Total Buildings	
TOTAL INSURANCE	29,480,0
87. L.R.NO 1870/I/102 RING ROAD PARKLANDS	
Total Buildings	
TOTAL INSURANCE	10,310,0
88. L.R.NO 209/346/35/1 RIVERSIDE DRIVE (LAVENDAR COURT)	-77-
Total Buildings	
Total Land (0.969Acres)	
TOTAL MARKET VALUE	
TOTAL INSURANCE	47,350,0
89. LR.NO.4580/5 RIVERSIDE DRIVE /RING ROAD, KILELESHWA	
Total Buildings	
TOTAL INSURANCE	11,180,0

Total Duildings	
Total Buildings	
TOTAL INSURANCE	7,440
91. L.R NO. 1/477 ROSE AVENUE, KILIMANI	
Total Buildings	
TOTAL INSURANCE	9,640
92. L.R NO. 1/478 ROSE AVENUE, KILIMANI	
Total Buildings	
TOTAL INSURANCE	9,640
93. <b>L.R NO. 209/4350/4 ROSE AVENUE, KILIMANI</b>	
Total Buildings	
TOTAL INSURANCE	5,530
94. L.R. NO. 1870/III/76- SHANZU ROAD, SPRING VALLEY	
Total Buildings	
TOTAL INSURANCE	15,430
95. <b>L.R. NO. 1870/III/234 -SHANZU ROAD</b>	
Total Buildings	
TOTAL INSURANCE	6,350
96. L.R.NO 7158/113 SPRING VALLEY ROAD	
Total Buildings	
TOTAL INSURANCE	9,470
97. L.R.NO. 7468/5-SPRING VALLEY ROAD	
Total Buildings	
TOTAL INSURANCE	7,950
99. L.R.NO. 7468/3- BENDERA LANE, SPRING VALLEY ROAD	
Total Buildings	
TOTAL INSURANCE	7,320
100. L.RNO. 7468/6- OFF SPRING VALLEY	
Total Buildings	
TOTAL INSURANCE	8,790

	101. <b>L.R.NO. 7468/8- SPRING VALLEY</b>	
	Total Buildings	
	TOTAL INSURANCE	5,810,000
	102. L.R.NO. 7468/9- SPRING VALLEY	
	Total Buildings	
	TOTAL INSURANCE	115,180,000
	103. L.R. NO. 209/1517- STATE HOUSE ROAD	
	Total Buildings	
	TOTAL INSURANCE	24,700,000
	104. ARBORETUM ROAD - L.R. No.209/1508	
	Total Buildings	
	TOTAL INSURANCE	8,150,000
	OFF CAMPUS RESEARCH STATIONS &	
	CAMPUSES 105.KIBWEZI DRYLAND STATION CENTRE -	
	L.R. NO. 25060	
1.	Gate House for Station Centre	50,000
2.	Office Block	3,300,000
3.	Laboratory/Lecture Room	5,270,000
4.	Kitchen and Dining Hall	9,030,000
5.	Store Next to Kitchen	170,000
6.	The Workshop	3,520,000
7.	Pit Latrine	130,000
8.	Hay shed & Office store	3,270,000
9.	The Caretaker's House	3,340,000
10.	Junior Quarters A	8,170,000
11.	Junior Quarters B	8,170,000
12.	Junior Quarters C	8,170,000
13.	Senior Quarters A (KBZ/SS1)	13,520,000
	Senior Quarters B KBZ/SS2)	13,520,000
14.	Semon Quarters B 1132/552)	,,

16.	Bedsitters Blocks: Block B	4,460,000
17.	Bedsitters Blocks: Block C	4,460,000
18.	Junior Staff Quarters: KBZ/JS1/1	2,750,000
19.	Junior Staff Quarters: KBZ/JS1/2	2,750,000
20.	Junior Staff Quarters: KBZ/JS1/3	2,750,000
21.	Power House	760,000
22.	Concrete Reservoir Tank	3,320,000
23.	Staff Clinic Gate House	80,000
24.	Staff Clinic	10,320,000
25.	Student hostels /Dormitories	17,430,000
26.	Water Kiosk	50,000
27.	Pit latrine	130,000
28.	New Poultry Unit (Unit 1)	2,750,000
29.	Old Poultry Unit (Unit 2)	3,490,000
30.	Old Poultry Unit (Unit 3)	1,550,000
31.	Old Poultry Unit (Unit 4)	1,550,000
32.	Water Tower - Poultry Unit	100,000
	UTAFITI PRIMARY SCHOOL	
33.	Gate House	150,000
34.	Sentry House	260,000
35.	Administration Block	5,810,000
36.	Classroom Blocks- (Pre-School Block)	5,940,000
37.	Classroom Blocks- (Grade 5 Block)	5,940,000
38.	Classroom Block (Grade 1/Lab Block)	6,240,000
39.	Grade 6 Block	2,310,000
40.	JSS Class 7 (1) & 8 Block	2,030,000
41.	JSS Class 7 (2) Block	2,030,000
42.	JSS Class 7 (3) 8 Block	2,030,000
43.	Single Classroom (JSS) Class 8	2,030,000
44.	Single Classroom Grade 4	2,350,000
45.	Posho Mill Building	1,190,000
L	<u> </u>	

46. C	Old Girls Dormitory Block A	7,510,000
47. N	New Girls Dormitory Block B	11,000,000
48. Bo	ys Dormitory	14,020,000
49. To	ilet Block 1	470,000
50. To	ilet Block 2	470,000
51. To	ilet Block 3	470,000
52. To	ilet Block 4	470,000
53. Gii	ls Pit Latrine	220,000
54. Kit	chen	970,000
55. Dia	ning Hall (Under Construction)	6,390,000
56. Bu	s Garage	1,870,000
57. Old	l Toilet Block	920,000
58. Co	ncrete Water Tank (50,000ltrs)	830,000
59. Bo	ys Pit Latrines Block 1	330,000
60. Bo	ys Pit Latrines Block 2	300,000
61.	imal Boma & Meteorological Station: curity Office	1,060,000
62.	imal Boma & Meteorological Station: ternal Store	220,000
63.	imal Boma & Meteorological Station: latrine	110,000
64.	imal Boma & Meteorological Station:	780,000
KIB	WEZI IRRIGATION PROJECT (KIP)	
65. Le	cture Hall	4,830,000
66. Ma	nager's Office	1,760,000
67. Ad	ministration Block	2,610,000
68. To	ilet Block	610,000
69. Cro	ops Office	990,000
70. Te	chnicians Offices	1,190,000
71. Ga	rage	2,910,000

72.	Store and Open Shed	1,360,000
73.	Pump House	1,520,000
74.	Security Office	100,000,000
75.	Chemical store 1	100,000,000
76.	Chemical store 2	60,000
77.	Pit Latrine	90,000
	CAMOMILLE FARM BUILDING & KIRINYAGA WATER TREATMENT TOTAL BUILDINGS	
78.	Security House Block	1,430,000
79.	Pump House	940,000
80.	Semi-permanent Store 1 - Chamomille	660,000
81.	Semi-permanent Store 1 - Chamomile	660,000
82.	Ablution – Chamomile	150,000
83.	Steel pressed overhead tank 1	500,000
84.	Staff house	1,930,000
85.	Security House	880,000
86.	Water Tank 2 (Underground Tank)	1,290,000
87.	Water Tank 3 (Filter Tank/78m <sup>3</sup> )	1,290,000
88.	Concrete Water Tanks 1 (104M <sup>3</sup> )	1,720,000
89.	Concrete Water Tanks 2 (104M <sup>3</sup> )	1,720,000
90.	Concrete Water Tanks 3 (104M <sup>3</sup> )	1,720,000
	TOTAL INSURANCE	264,200,000
	106. LAMU TOWN - LAMU/BLOCK 1/484	
1.	Chuo House UoN	22,770,000
	Total Buildings	
	TOTAL INSURANCE	22,770,000
	107. MALINDI WEST RESEARCH CENTRE 383 FORMERLY 7850/40	
1.	Police Post	5,200,000
2.	External Pit Latrine	500,000
	Total Buildings	

	TOTAL INSURANCE	5,700,000
	108. LR.No. Msa/Diani Beach Block/64 - MOANA STATION FOR MARINE STUDIES, DIANI BEACH MOMBASA	
1.	Cottage/Guest House	2,140,000
2.	Laboratory-cum-Lecture Hall	12,580,000
3.	Banda House	760,000
4.	Duty House 1	760,000
5.	Duty House II	1,060,000
6.	Ablution Block	470,000
7.	Cottage	1,920,000
8.	Hostel	13,320,000
9.	Pump House	290,000
	Total Buildings	
	TOTAL INSURANCE	33,300,000
	109. MOMBASA BLOCK/XIX/234- UNIPLAZA	
1.	Mombasa Uni-plaza	440,060,000
	Total Buildings	
	TOTAL INSURANCE	440,060,000
	110. PHYSICS FIELD STATION - L.R NO.11976 WILSON AIRPORT	
1.	Building No 1	390,000
2.	Building No. 2	530,000
3.	Building No. 3	1,130,000
	Total Buildings	
	TOTAL INSURANCE	2,050,000
	111. <b>TIGONI ROAD, LIMURU - L.R. 162/10</b>	
1.	Single Storey Building	4,560,000
2.	Servant Quarter 1	1,130,000
3.	Servant Quarter 2	700,000
	Total Buildings	

	TOTAL INSURANCE	6,390,000
	TOTAL INSURANCE	-
	112. KISUMU MUNICIPALITY 7/340	
1.	Main Library Building (Former British Council)	35,050,000
2.	Kisumu Campus Complex	642,220,000
	TOTAL INSURANCE	677,270,000
	GRAND TOTAL INSURANCE	27,968,400,000



#### SECTION VI - GENERAL CONDITIONS OF CONTRACT

#### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1 of such signed Contract:
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- 1) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

# 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

## 1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address specified in the SCC.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials specified in the SCC.

## 1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

#### 1.8 Taxes and Duties, etc

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 2 Commencement, Completion, Modification, and Termination of Contract

#### 2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be specified in the SCC.

## 2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## 2.4 Force Majeure

#### 2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## 2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall been titled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 2.5. Termination

## 2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become in solvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

## 2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

## 2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

#### 3. Obligations of the Insurance Provider

### 3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques

and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

## 3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

# 3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

## 3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be specified in the SCC.

## 3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

#### 3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

## 3.6 Liquidated Damages

## 3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in the SCC. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

## 3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

## 3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

## 3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

#### 4. Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

## 5. Obligations of the Procuring Entity

## 5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub- Clauses 6.2 (a) or (b), as the case may be.

#### **6.** Payments to the Insurance Provider

# 6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

#### 6.2 Contract Price

The price payable is set forth in the SCC.

## 6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule stated in the

SCC.

## 6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in the SCC.

## **7.** Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

# **&** Settlement of Disputes

#### 8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

- 8.2 Arbitration if the Insurance Provider is a Kenyan **fi**rm
- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon bythe Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
  - i) Law Society of Kenya, or
  - ii) Chartered Institute of Arbitrators (Kenya Branch), or
  - iii) Insurance Institute of Kenya, or
  - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

- 8.3 Failure to Comply with Arbitrator's Decision
- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right sit may have, refer the matter to a competent Court of law.
- 8.4 Arbitration if the Insurance Provider is a foreign **fi**rm
- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

# SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The Parties to the Contract are:
	The Procuring Entity is: UNIVERSITY OF NAIROBI
	The contract name is: TENDER FOR PROVISION OF FIRE AND SPECIAL PERILS INSURANCE
1.4	For notices, the Procuring Entity's address shall be: Attention:  [ insert full name of person, if applicable]  University of Nairobi P.O Box 30197 – 00100, NAIROBI Procurement Office, Administration Block 1st Floor 104 Tel: +254 (020) 4943004 Email: directorsupplychain@uonbi.ac.ke
2.1	The date on which this Contract shall come into effect is: TO BE PROVIDED AFTER CONTRACT SIGNING
6.2 - 6.3	Contract Price is: TO BE PROVIDED AFTER CONTRACT SIGNING
Performance security	10% of the tender sum
Delivery of Services	The insurance underwriter shall be required to confirm cover before the commencement date by delivering the insurer's confirmation endorsements and insurance certificates where applicable. The policy document shall be prepared and delivered within 15 days from the cover commencement date
Payment	Payment of premium shall be made by UON as will be specified in the contract agreement
Price adjustment	There shall be no price adjustment.
Applicable law	The Laws of Kenya

## APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an Insurance Policy that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

#### BENEFICIAL OWNERSHIP DISCLOSURE FORM

#### INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.
- Directly or in directly holding 25% or more of the voting rights.
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

Tender Reference No.:	[insert identification
no] Name of the Assignment:	[insert name of the
assignment] to:[insert	complete name of Procuring Entity]
In response to your notification of award furnish additional information on benefic the options that are not applicable]	dated[insert date of notification of award] to cial ownership:[select one option as applicable and delete
I) We here by provide the following bene	eficial ownership information.
Details of beneficial ownership	

Identity of	Directly or	Directly or	Directly or indirectly having the
Beneficial Owner	indirectly	indirectly holding	right to appoint a majority of the
	holding 25% or	25 % or more of	board of the directors or an
	more of the	the Voting Rights	equivalent governing body of the
	shares	(Yes / No)	Tenderer
	(Yes/No)		(Yes/No)
[include full name			
(last, middle, first),			
nationality, country of			
residence]			

#### OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

## OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

Name of the Tenderer*[insert complete name of the Tenderer]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]
Title of the person signing the Tender[insert complete title of the person signing the Tender]
Signature of the person named above[insert signature of person whose name and capacity are shown above]
Date signed [insert date of signing] day of [Insert month], [insert year]