



UNIVERSITY OF NAIROBI

**PROVISION OF INSURANCE SERVICES FOR UNIVERSITY OF NAIROBI
PENSION SCHEME**

TENDER NUMBER: UON/Q/ 26R/2020-2021

DATE OF NOTICE: TUESDAY MAY 4, 2021

CLOSING DATE: WEDNESDAY MAY 12, 2021 AT 10.30AM

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

Public Procurement and Asset Disposal Act 2015
Public Procurement and Disposal Regulations 2020

SECTION –I QUOTATION

NOTICE DATE: TUESDAY MAY 4, 2021

QUOTATION NO: UON/Q/ 26 R/2020/ 2021

TENDER NAME: PROVISION OF INSURANCE SERVICES FOR UNIVERSITY OF NAIROBI PENSION SCHEME

The University of Nairobi on behalf of University of Nairobi Pension Scheme invites sealed bids from eligible Candidates for Provision of Insurance Services for University of Nairobi Pension Scheme.

Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings, and shall remain valid for (120) days from the date of closing the quotations

- 1) The Completed Quotation are to be enclosed in plain sealed envelopes marked with Restricted Tender number, name and be deposited in the in the Tender **box** at the reception, **Administration Block, Main Campus or be addressed and posted to Procurement Manager, University of Nairobi P.O Box 30197-00100, Nairobi, Kenya so as to be received on or before WEDNESDAY MAY 12, 2021 AT 10.30 AM**

The University of Nairobi reserves the right to accept or reject a bid in whole or in part. Canvassing will lead to automatic disqualification.

MARY M. KARIUKI
Ag.PROCUREMENT MANAGER

SPECIFICATIONS FOR PROVISION OF INSURANCE SERVICES FOR UNIVERSITY OF NAIROBI PENSION SCHEME

1. MONEY

COVER: Indemnity against loss of money / securities and damage to safes as declared. Money deemed to include cash and bank currency notes, postage revenue, NHIF stamps, money and postal orders, uncrossed and bearer cheques.

INTEREST AND SUMS INSURED:

1. Money transit until paid out	- KShs. 300,000
2. Money in premises DBH	- KShs. 300,000
3. Money in safe OBH	- KShs 300,000
4. Damage to safes / Strong rooms	-KShs. 200,000

Estimated Annual Carry -KShs. 10,000,000

SPECIAL CLAUSES:

1. Including damage to safes/strong rooms
2. Including loss by fire, explosion, earthquake
3. Infidelity of employees - discovery period 3 working days
4. Including riot, strike & civil commotion
5. Damage to employees clothing & personal effects – KShs50,000.00
6. Personal accident assault for employees - Limit KShs. 50,000.00
7. Deletion of keys clause
8. Notice of cancellation - 30 days

EXCESS: **10% of each and every loss Min KShs. 10,000.00**

2. PRIVATE VEHICLE - (Company)

COVER:

Any loss or damage by accidental means, theft, fire, malicious damage to the vehicle and Third Party Liabilities (death, injuries and property damage).

SUM INSURED: The following are the details of the Motor Vehicle: -

a) Registration No.:	-	KBY 041H
b) Make:	-	T/AVANZA
c) Body:	-	ST Wagon
d) Year of Manufacture	-	2013
e) No. of Passengers	-	7
f) Value of Vehicle	-	KShs.1,320.000(as per AA valuation)

- g) Value of Windscreen - KShs. 30,000.00
- h) Value of Radio Cassette - KShs. 10,000.00

LIMITS OF LIABILITY: Third Party Persons- Unlimited
 Third Party Property damage KShs.5, 000,000
 Passenger liability – KShs.3million per person &
 KShs.20million per event
 Towing Charges – KShs. 80, 000.00
 Authorized Repairs – KShs. 80, 000.00
 Windscreen cover – KShs.100, 000.00
 Radio Cassette – KShs 50, 000.00
 Medical Expenses – KShs. 50, 000.00

EXCESS:

Accidental Own Damage & Partial theft cases....
 2.5% of Vehicle value Minimum KShs.15, 000/=
 Maximum KShs.75, 000/=
 Third Party Property damageKShs.7,500/=.
 Third Party Injury claims..... Nil Excess.
 Theft (with anti-theft device) -...10% of vehicle value Min.
 KShs.20, 000 /=
 Theft (without anti-theft devise) ...20% of vehicle value min.
 KShs.20, 000/=.
 Young/Inexperienced Driver...Additional KShs.5, 000/= (under
 1yr)
 Loss of use (if applicable) Time Excess of 3 Days

SPECIAL CLAUSES:

1. Riot, Strike and Civil Commotion
2. Passenger Legal liability for acts of negligence
3. Passenger legal liability
4. Special perils
5. Motor Contingent Liability
6. Use by a motor trader
7. 30 days' notice of cancellation
8. Agreed value clause (subject to valuation by an approved assessor)
9. No blame no excess payable subject to confirmation by police abstract
10. Unobtainable parts clause
11. Terrorism & Political violence
12. Loss of use – KShs. 3,000.00 per day for 10 days

3. TRUSTEES INDEMNITY

COVER:

Indemnity to the trustees in respect of claims made against them during the period of insurance in respect of any wrongful act committed in their respective personal capacities as Trustees

SUM INSURED:	Fund Value:	KShs. 18 Billion
	Number of Trustees	8

LIMIT OF LIABILITY:

Any one Claim	KShs. 150,000,000
Any one Period	KShs. 150,000,000

TERRITORIAL LIMIT: **Kenya**

SPECIAL CONDITIONS:

1. Any claims should be reported to the insurers immediately without negotiating or admitting liability- Maximum 90 days
2. Automatic addition / deletion of trustees
3. Theft fraud or dishonesty
4. Computer Fraud
5. Funds Transfer
6. Jurisdiction – Kenya
7. Discovery Period 30 days after lapse of policy

EXCLUSIONS:

1. Claims made against insured for bodily injury
2. Sickness, Disease, Death, Damage to property including loss of use thereof
3. North America Operations exclusion
4. Losses arising out of pollution and contamination
5. Claims arising from depreciation
6. Losses arising from suspension of contributions to the fund by the sponsor

4. ELECTRONIC EQUIPMENT

INTEREST & SUM INSURED:

Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest, dismantling or reassembly for maintenance, movement or repair

ITEMS	SUM INSURED
-------	-------------

- | | |
|--|-----------------|
| 1. Five (5) Computers, Server, Hub and 2 Printers..... | KShs. 2,000,000 |
| 2. Photocopier..... | KShs.120,000 |
| 3. Daikin Air Conditioner..... | KShs. 278,400 |
| 4. Two (2) Laptops..... | ...KShs.300,000 |

LOCATION: Kenya but worldwide during travel for laptops

BASIS OF VALUATION: Replacement

SPECIAL CLAUSES:

1. Including fire and lighting
2. Excluding wear, tear or mechanical derangement
3. Full replacement value
4. Including flood, earth quake, subsidence or windstorm
5. Automatic addition/deletion
6. Automatic reinstatement of loss.
7. Including loss or damage by theft
8. Transit risks cover.
9. Including temporary removal.
10. Including riot, strike & civil commotion
11. Expediting expenses
12. Excluding known faults/defects.
13. Excluding nuclear fission, war and kindred risks
14. Automatic reinstatement of loss

EXCESS : 10% of each and every loss Min KShs. 10,000.00

5. FIDELITY GUARANTEE

COVER: Indemnity against all pecuniary loss and/or loss of stores, stocks and other property as a result of infidelity of employees.

INSURED: All Employees of the insured handling cash or stocks

LIMITS OF LIABILITY:

Any One Person-KShs	500,000	
Any One Period	-	KShs 1,000,000
Number of Employees	-	5

SPECIAL CLAUSES:

1. Collusion Clause
2. Discovery period-12 Months after termination of employment or 12 Monthswithin lapse of policy.
3. Collusion endorsement

4. Cancellation Notice - 30 Days.
5. Automatic Reinstatement of Loss
6. Claims Preparation Costs
7. Subject to automatic deletion and additions clause
8. Subject to Stocks and Cash control clause

EXCESS : 10% each & every loss Min KShs. 10,000

EXCLUSIONS:

1. Losses discovered outside the Discovery Period.
2. Repeat frauds by the same employee.
3. Losses not reported to the Police.
4. Political Risks.
5. Credit, Bonds and Guarantees, Computer Fraud, etc (Additional Exclusion clause)

6.WIBA / GPA / EL (24 Hour cover)

COVER: Covering all employees of the insured against accidental death and or injury on 24hr basis in accordance with the benefits specified

PERSONS INSURED:

All Employee of the insured (E.A.E). **KShs. 12,076,320**

Number of Employees 5

BENEFITS

	Death	(8) Years earnings
	Permanent Total Disability	(8) Years earnings
	Temporary Total Disablement	Wkly earnings Max 104 wks
Medical Expenses	KShs.500, 000	
Last Expense	KShs. 100,000	

Occupation Disease –As per WIBA schedule subject to a maximum of KShs 5,000,000 per person.

Accumulation limits

Any one person	–KShs. 100,000,000
Any one Event	– KShs.200, 000,000

EMPLOYERS LIABILITY:

Any one person	– KShs. 8,000,000
Any one Event	– KShs. 25,000,000
Any one Event	– KShs. 50,000,000

SPECIAL CLAUSES:

1. Geographical limit – Worldwide
2. 24 hour cover, duty or pleasure
3. Automatic additions/deletions
4. Cancellation notice - 30 days

5. Annual declaration of actual earnings and premium adjustment
6. Age limit - 18 to 70years (outside this require medical examination report prior to acceptance)
7. Disappearance clause
8. Exposure clause
9. Drugs exclusion not to apply where drugs are administered by a medical practitioner
10. Definition of earnings: (basic salary plus allowances of a constant and regular nature)
11. Hi-jack clause
12. Mountaineering (excluding use of ropes and guides)
13. Motor cycling up to 500cc
14. Payment on account
15. Repatriation expenses
16. Riot, strike and civil commotion
17. Temporary total disablement payable in addition to capital benefits.
18. Trustee's clause
19. Jurisdiction clause – Kenya
20. Occupational diseases.
21. Including ambulance and/or transport expenses to and from scheduled appointments due to accident or occupational sickness
22. Including home nursing care (Provided under WIBA)
23. Double benefit clause
24. Payment on account.
25. Passive War extension

EXCESS : KShs. 25,000/- (Employers Liability)

NB; This is a one year contract renewable for the same time period subject to satisfactory performance.

SECTION 11 – EVALUATION CRITERIA

STAGE 2: TECHNICAL EVALUATION RESPONSE

Bidders will be evaluated on suitability based on technical specifications provided

	Criterion	YES	NO
1.	Money Indemnity against loss of money / securities and damage to safes as declared. Money deemed to include cash and bank currency notes, postage revenue, NHIF stamps, money and postal orders, uncrossed and bearer cheques		
2.	Motor Vehicle Comprehensive Any loss or damage by accidental means, theft, fire, malicious damage to the vehicle and Third Party Liabilities (death, injuries and property damage).		
3.	Trustee indemnity Indemnity to the trustees in respect of claims made against them during the period of insurance in respect of any wrongful act committed in their respective personal capacities as Trustees		
4.	Electronic Equipment Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest, dismantling or reassembly for maintenance, movement or repair		
5.	Fidelity Guarantee Indemnity against all pecuniary loss and/or loss of stores, stocks and other property as a result of infidelity of employees.		
6.	WIBA Covering all employees of the insured against accidental death and or injury on 24hr basis in accordance with the benefits specified		
	YES		
	NO		

- i. Bidders must comply with all the provisions (Yes)
- ii. The bidder to paginate their quotation document from cover to cover.

STAGE 3: Due Diligence

The procuring entity prior to award of the tender **MAY** carry out due diligence to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performance shall lead to automatic disqualification and the second lowest evaluated tender shall be considered for award.

SECTION 11I - SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item	Qty	Unit Price (Kshs.)	Total Price (Kshs.)
	Total Cost			

SUPPLIER'S SELF DECLARATION:

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

I.....of P.O Boxbeing a resident of
.....in the Republic ofdo hereby
Make a statement as follows;

1. That I am the Chief Executive/ Managing Director/ Principal officer/ Director of.....(insert the name of the Company) who is a bidder in respect of Tender No.....for.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servant 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 servant and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage/has not engaged in any corruptive practice with other bidders participating in the subject tender.
5. THAT what is deposed to hereinabove is true to the best of my knowledge information and belief.

Title:.....Signature.....Date:.....

Bidder's Official Stamp

SECTION IV - STANDARD FORMS

Notes on the sample Forms

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

4.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of Kshs.....
.....
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

4.2CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

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

<i>Part 1 – General:</i>				
Business Name				
Location of business premises.				
Plot No..... Street/Road				
Postal Address Tel No. Fax E mail				
Nature of Business.....				
Registration Certificate No. ....PIN No.....				
Business permit No..... Expiry Date.....				
Tax Compliance Certificate No.....Expiry Date.....				
Maximum value of business which you can handle at any one time – Kshs. -----				
Name of your bankers Branch				
Part 2 (a) – Sole Proprietor				
Your name in full Age				
Nationality Country of origin				
• Citizenship details.....				
Part 2 (b) Partnership				
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs.				
Issued Kshs.				
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
Date .....Signature of Candidate				

- (b) If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

4.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between [*name of Procurement entity*) of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of
..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

4.5 PERFORMANCE SECURITY FORM

To
[Name of procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

4.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Quotation No. _____

Tender Name _____

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

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

(*FULL PARTICULARS*) _____

SIGNED FOR ACCOUNTING OFFICER