



**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY  
(JOOUST)**

**TENDER DOCUMENT**

**FOR**

**PROVISION OF MOTOR VEHICLE INSURANCE**

**TENDER NO: JOOUST/PQ/RT-047/2020/2021**

**CLOSING DATE: MONDAY 21<sup>ST</sup> DECEMBER, 2020**

**AT 10:00 AM**

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## INTRODUCTION

### SECTION I - TENDER NOTICE

**TENDER REF. NO.: JOOUST/PQ/RT-047/2020/2021**

**TENDER NAME: PROVISION OF MOTOR VEHICLE INSURANCE**

- 1.1 Jaramogi Oginga Odinga University of Science and Technology invites sealed tenders from eligible candidates for Provision of Motor Vehicle Insurance.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Jaramogi Oginga Odinga University - Procurement Department during normal office working hours.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Jaramogi Oginga Odinga University of Science and Technology Main Campus or be addressed to:-

**Vice Chancellor,**

**Jaramogi Oginga Odinga University of Science and Technology,**

**P.O Box 210-40601,**

**BONDO.**

so as to be received on or before **Monday 21<sup>st</sup> December 2020** at 10.00 a.m.

- 1.5 Tenders will be opened immediately thereafter at EACII in the presence of tenderers or their representatives who choose to attend. **Late submissions will be rejected and returned unopened immediately at the tenderer's cost.**

The University reserves the right to reject any tender application in whole or part. Canvassing will lead to automatic disqualification.

**VICE-CHANCELLOR**

## SECTION II - INSTRUCTION TO TENDERERS

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

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender under section 66 of the Public Procurement and Asset Disposal Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

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

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

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

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

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

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

**Clarification of Tender Documents**

**2.4**

A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

**2.4. Amendment of Tender Documents**

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

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

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

2.5.3

## **2.6 Language of Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or to
    - (ii) furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

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

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

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

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Monday 21<sup>st</sup> December 2020 AT 10.00 AM**".
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

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

- (c) 2.1.6.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Monday 21<sup>st</sup> December 2020 AT 10.00 AM**

2.1.6.3 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

## **2.18. Opening of Tenders**

- (d) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday 21<sup>st</sup> December 2020 AT 10.00 AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices,

discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to single currency**

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

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

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

## **2.23 Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

2.2 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

2.3 Legal capacity to enter into a contract for procurement

2.4 Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

2.5 Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## Appendix to instructions to Tenderers

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

<b>INSTRUCTION TO TENDER REFERENCE</b>	<b><i>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</i></b>
2.1	Indicate eligible tenderers: <b>Insurance firms/Brokers Licensed to transact General Insurance Business</b>
2.1.3	Qualification Information statement: <b>This shall not be required</b>
2.2.2	Price to be charged for tender documents. <b>Kshs. 1,000 for hard copies. Bidders may also download the tender documents from the JOOUST ) website: <a href="http://www.jooust.ac.ke">www.jooust.ac.ke</a></b>
2.1.1	As per the evaluation criteria
2.12.1	Tender security: Required An original bid bond of Kshs. <b>250,000.00</b> from commercial bank in Kenya or approved insurance by P P R A and must be valid for 120days from the date of tender opening.
2.12.4	Form of Tender Security. <b>Bank guarantee, cash or bankers cheque.</b>
2.13	Validity of Tenders: <b>Tenders shall remain valid for 90 days after date of Tender Opening</b>
	The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked <b>"PROVISION OF MOTOR INSURANCE SERVICES JOOUST/PQ/RT-011/2019-2020 "DO NOT OPEN BEFORE Monday 21<sup>st</sup> December 2020 AT 10.00 AM. EAT."</b>
2.15.2 (b)	Day, date and time of tender closing: <b>Monday 21<sup>st</sup> December 2020 AT 10.00 AM</b>

2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to: The Procurement Department Office/Main Bondo Campus and will be signed for if required.
2.18.1	Opening of Tenders:) <b>Monday 21<sup>st</sup> December 2020 AT 10.00 AM</b>
	Award of Contract:  <b>"Shall be awarded as per the lowest evaluated bidder.</b>
2.29	Particulars of performance security if applicable. <b>Not applicable</b>

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

### **3.8. Payment**

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

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor. The Procuring entity shall expect the insurance policy documents immediately after the payment.

### **3.9. Prices**

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

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

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

### **3.10. Assignment**

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

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

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

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

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## SECTION IV–SPECIAL CONDITIONS OF CONTRACT

### 4.2 Special Conditions of Contract as relates to the General Conditions of Contract

<b>Reference of general conditions of contract</b>	<b>Special condition of contract</b>
3.7 Delivery of Services	For a Contract period of One (1 year) .
3.8 Payment	Annual premium will be paid either once or twice (on equal installments at the beginning and at policy mid-term) depending on available budget.
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional University members, Staff, assets, etc. and or reduction of the same at a similar price
3.16 Applicable law	Laws of the Republic of Kenya

## **SECTION V: SCHEDULE OF REQUIREMENTS**

### **1.2 SCHEDULE OF REQUIREMENTS**

#### **GENERAL**

1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed proposals for the insurance services they intend to provide.
2. Tenderers must indicate whether the insurance services offered comply with specified requirements.
3. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The University (JOUST) reserves the right to reject the insurance services proposed, if such deviations shall be found to the use of such services.

**2.0 SCHEDULE OF REQUIREMENTS**  
**CLASS OF POLICY – COMPREHENSIVE MOTOR VEHICLE INSURANCE**

<b>NO</b>	<b>REG. NO.</b>	<b>MAKE AND MODEL</b>	<b>VALUE TO BE INSURED</b>	<b>RISKS TO BE COVERED</b>	<b>EXPIRY</b>
1.	KAV 864E	62 SEATER BUS	2,030,000.00=	Comprehensive	31/12/2021
2.	KBQ 047D	62 SEATER BUS	3,700,000/=	Comprehensive	31/12/2021
3.	KCH 492Q	62 SEATER BUS	7,300,000.00	Comprehensive	31/12/2021
4.	KCD369 G	TRUCK	3,960,000.00	Comprehensive	31/12/2021
5.	KBN 262E	33SEATER M/BUS	1,700,000.00	Comprehensive	31/12/2021
6.	KBN 255E	11 SEATER VAN	1,530,000.00	Comprehensive	31/12/2021
7.	KBW 710V	DOUBLE CABIN	2,100,000.00	Comprehensive	31/12/2021
8.	KBJ 402U	DOUBLE CAB	1,030,000.00	Comprehensive	31/12/2021
9.	KBW 709V	PICK UP	1,830,000.00	Comprehensive	31/12/2021
10.	KBU 097T	L/CRUISER AMBULANCE	3,600,000.00	Comprehensive	31/12/2021
11.	KBN 881E	PRADO	2,970,000.00	Comprehensive	31/12/2021
12.	KBN 882E	SALOON	720,000.00	Comprehensive	31/12/2021
13.	KBN 883E	SALOON	700,000.00	Comprehensive	31/12/2021
14.	KBL 550G	SALOON	860,000.00	Comprehensive	31/12/2021
15.	KBL 253G	SALOON	700,000.00	Comprehensive	31/12/2021
16.	KCE 568 D	SALOON	2,100,000.00	Comprehensive	31/12/2021
17.	KCK 678U	SALOON	2,450,000.00	Comprehensive	31/12/2021
18.	KCK 682U	SALOON	2,500,000.00	Comprehensive	31/12/2020
19.	KCK 683U	SALOON	2,430,000.00	Comprehensive	31/12/2021

20.	KCP 202K	NISSAN VAN-14-SEATER	3,500,000.00	Comprehensive	31/12/2021
21.	KCP 203K	NISSAN VAN-14-SEATER	3,700,000.00	Comprehensive	31/12/2021
22.	KCP 237 K	PRADO	7,900,000,00	Comprehensive	31/12/2021
23.	KCT686Y	TRACTOR	2,850,000,00	Comprehensive	31/12/2021
<b>TOTAL SUM TO BE INSURED</b>			<b>62,160,000.00</b>		

**N/B For the vehicle below (Project Vehicle), quote separately**

<b>NO</b>	<b>REG. NO.</b>	<b>MAKE AND MODEL</b>	<b>VALUE TO BE INSURED</b>	<b>RISKS TO BE COVERED</b>	<b>EXPIRY</b>
1.	KCP 200K	DOUBLE CABIN	4,400,000.00	Comprehensive	31/12/2021
<b>TOTAL SUM TO BE INSURED</b>			<b>4,400,000.00</b>		

**DESCRIPTION OF INSURANCE POLICY FOR TENDER - 2019/2020**

<b>1.</b>	<b>MOTOR PRIVATE (COMPREHENSIVE)</b>	
<b>(i)</b>	<b>Scope of Cover –13 Vehicles (SCHEDULE ATTACHED SECTION V)</b>	<b>SUM INSURED</b>
	<p>Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the University.</p> <ul style="list-style-type: none"> <li>o <b>Number of motor private vehicles</b></li> <li>o <b>Total Sum Insured</b></li> </ul>	<p><b>13</b> <b>Ksh.32,900,000.00</b></p>
<b>(ii)</b>	<b>Summary of benefits</b>	
	<p><u>Proposed Limits of Liability:</u>                      Third Party Person                      Third Party Property                      Passenger Liability                      Towing Charges                      Repair Authority                      Radio Cassette                      Windscreen</p> <p><b>Limits of Third party liability</b>  <b>In respect of persons being carried or upon entering or alighting from the vehicle</b></p> <p>Death or bodily injury to any person                      Series of claims arising out of one event</p> <p><b>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle</b> Death or bodily injury to any person                      Series of claims arising out of one event  <b>Liability to third party-property damage</b></p> <p>In respect to any one claim or series of claims arising out of one event In respect to any one Accident (<b>Medical Expenses</b>)</p> <p>Tender evaluation shall take into account special clauses proposed by tenderers.  <b>Clauses: Include loss of use, excess protector &amp; PVT</b>, Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, riots, strike and civil commotion, no blame no excess etc.</p>	<p>Unlimited                       Ksh.5 million                      50,000/-                      50,000/-                      30,000/-                      50,000/-</p> <p><b>3,000,000.00</b>  <b>20,000,000.00</b></p> <p><b>3,000,000.00</b>  <b>Unlimited</b></p> <p><b>5,000,000.00</b>  <b>50,000.00</b></p>
<b>2.</b>	<b>MOTOR COMMERCIAL (COMPREHENSIVE)-University FLEET (SCHEDULE ATTACHED AS APPENDIX A PART C)</b>	
<b>(i)</b>	<b>Scope of cover–10 Vehicles</b>	

	<p>Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the University.</p> <ul style="list-style-type: none"> <li>○ <b>Number of motor commercial vehicle</b></li> <li>○ <b>Total Sum Insured</b></li> </ul>	<p>10</p> <p><b>Ksh.35,770,000.00</b></p>
<b>(ii)</b>	<b>Summary of benefits</b>	
	<p style="text-align: center;"><u>Proposed Limits of Liability: Third</u></p> <ul style="list-style-type: none"> <li>▪ Party Persons Third</li> <li>▪ Party Property</li> <li>▪ Passenger Liability</li> <li>▪ Towing Charges</li> <li>▪ Repair Authority</li> <li>▪ Radio Cassette</li> <li>▪ Windscreen</li> </ul> <p><b>Limits of Third party liability</b>  <b>In respect of persons being carried or upon entering or alighting from the vehicle</b>  Death or bodily injury to any person <b>3,000,000.00</b>  Series of claims arising out of one event <b>20,000,000.00</b></p>	<p>Unlimited</p> <p>10,000,000</p> <p>Ksh.5 million</p> <p>50,000/-</p> <p>50,000/-</p> <p>50,000/-</p> <p>50,000/-</p>
	<p><b>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle</b> Death or bodily injury to any person <b>3,000,000.00</b>  Series of claims arising out of one event <b>Unlimited</b></p> <p><b>Liability to third party-property damage</b></p> <p>In respect to any one claim or series of claims arising out of one event <b>5,000,000.00</b>  In respect to any one Accident (<b>Medical Expenses</b>) <b>50,000.00</b></p> <p>Tender evaluation shall take into account special clauses proposed by tenderers. <b>Clauses: Include loss of use, excess protector &amp; PVT</b>, Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, riots, strike and civil commotion, no blame no excess etc.</p>	<p><b>3,000,000.00</b></p> <p><b>Unlimited</b></p> <p><b>5,000,000.00</b></p> <p><b>50,000.00</b></p>

**PRICE SCHEDULE**

**PRICE SCHEDULE FOR THE ONE PERIODS OF  
12 MONTHS**

Name of Tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

<b>No</b>	<b>Class Of Insurance</b>	<b>Rate</b>	<b>Net Premium (Kshs)</b>	<b>Levies (Ksh)</b>	<b>Total Premium For 12 Months</b>	<b>Underwriter</b>
1.	Motor Private (Comprehensive)					
2.	Motor Commercial (Comprehensive)-					
<b>MOTOR INSURANCE FOR PROJECT INSEFOODS</b>						
3	Motor Private (Comprehensive)					
<b>GRAND TOTALS TAKEN TO FORM OF TENDER</b>						
4	Excess protector					

- The premium to be put in the form of tender as the contract price is the full premium for the 12 months **01/01/2021 up to 31/12/2021.**

- **Choose only one (1) underwriter for all the policies outlined above. Failure to comply will render the tender non-responsive.**

Name .....

Name of signatory: .....

In the capacity of:..... Authorized

Signature:.....

Company      Rubber      Stamp/Seal.....

## **SECTION VII - STANDARD FORMS**

### **Notes on standards Forms**

1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form -** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.

**Form of Tender**

To:  
Name and address of procuring entity

Date  
Tender No. \_\_\_\_\_  
Tender Name

Gentlemen and/or Ladies:-

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

2. We undertake, if our Tender is accepted, to provide the Insurance Medical Cover Services in accordance with the conditions of the tender.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

[Signature]

\_\_\_\_\_

Duly authorized to sign tender for and on behalf of

\_\_\_\_\_

[In the capacity of]

\_\_\_\_\_

**Price Schedule Forms**

*Note:* We undertake, if our tender is accepted, to place/ provide general insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: ..... In the capacity of:..... Authorized

Signature:..... Company Rubber

Stamp/Seal.....

**Contract Form**

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

WHEREAS the Procuring entity invited tenders for the various insurance covers and has accepted a tender by the tenderer for the supply of the services in the sum of

[contract price in words in figures] (hereinafter called "the Contract Price"). \_\_\_\_\_

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

\_\_\_\_\_

**Underwriters Authorization Form  
(To be completed on letter head of Underwriter)**

To: \_\_\_\_\_ Date \_\_\_\_\_  
*[Name and address of procuring entity]*

Whereas *[Name of Underwriter]*) who are established and reputable underwriters of

*(Insurance Services quoted for)* having offices at *[ Location and address of Underwriters*

*offices]* do hereby authorize *[Name and address of Bidder – Broker]* to submit a tender

and successfully negotiate and sign the contract with you against Tender for Insurance

services provided by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the

Insurance policy (ies) offered for supply by the above firm against this Invitation for Tenders.

Yours faithfully,

*[Authorized Signatories and official stamp of the Underwriter]*

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

Part 1 General	
Business Name.....Location of Business Premises .....	
Plot No, .....Street/Road.....	
Postal address .....Tel No. ....Fax Email .....	
Nature of Business .....	
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs.....	
Name of your 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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 35%;">Citizenship details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. .....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. .....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. .....				2. .....			
Name	Nationality	Citizenship details	Shares										
1. .....													
2. .....													
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs.												

	Name	Nationality	Citizenship details	Shares
	1. ....			
	2. ....			
	3. ....			
	4. ....			
	Date.....Signature of Candidate.....			

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

I.....

.of

P.O.Box ..... being a  
resident of

..... in the Republic of **Kenya** do

hereby make

**THAT** I am the Company Secretary/ Chief Executive/Managing Director/Principal  
a statement as follows:-

Officer/Director of ..... (Insert name of the

1. Company) who is a Bidder in respect of **Tender No.**  
.....for

..... (Insert tender/Proposal/Quotation

title/description) for **JOUST** and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

2.

3. THAT what is deponed to hereinabove is true to the best of my knowledge,  
information and belief.....

.....  
(Title)

(Signature)

(Date)

**Bidder Official Stamp /Seal**

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

I, .....of P. O. Box ..... 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

..... *(Insert name of the Company)* who

is a Bidder in respect of **Tender No.**

..... (Insert Tender

title/description) for **JOUST** and duly authorized and competent to make this statement.

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 **JOUST** 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 **JOUST**.

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 hereinabove is true to the best of my knowledge information and belief. ....

(Title)

(Signature)

(Date)

Bidder's Official Stamp/Seal.

## SECTION IX: EVALUATION CRITERIA FORM

The tenderer is expected to dully fill general information and stage 4 of this form

### General Information

Tenderers Name:  
Postal Address: .....  
Telephone (Office):.....Mobile.....  
Email Address:..... Physical Address:  
..... Website  
Address..... Contact Person &  
Mobile.....

### Evaluation Stages

#### Stage 1: Mandatory Requirements (Preliminary evaluation)

Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2- Technical evaluation

#### 1) A. Mandatory Requirements for Underwriters only – Only firms meeting ALL the mandatory requirements shall proceed for further evaluation.

- i. Certificate of Registration/Incorporation with Registrar of companies
- ii. Attach a Current and valid registration certificate for the year 2019 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- iii. Form of Tender- Dully filled signed and stamped
- iv. KRA PIN Certificate
- v. Valid KRA tax compliance certificate
- vi. Must attach Valid NHIF & NSSF Compliance certificates
- vii. Must attach Tender Security of Ksh.250, 000/- (TWO hundred and fifty thousand only) valid for 120 days from a reputable commercial bank in Kenya. O r f r o m Insurance companies approved by PPRA.
- viii. Attach a valid (current) copy of trading license for the Year 2020 from respective county government.
- ix. Dully filled and signed and stamped anticorruption Declaration form in the biddocument.
- x. Dully filled and signed and stamped non debarment form in the bid document.
- xi. Must have annual gross premiums turnover of at least Ksh.1 Billion each in the last two years (2018 & 2019) with 30 % of this being from non- motor policies.
- xii. Must have paid up capital of at least Kshs. 300 million.
- xiii. Dully filled ,signed and stamped Confidential Business questionnaire
- xiv. Must sequentially serialize all pages of the submitted bid document. (From the 1<sup>st</sup>page to the last page including the tender document and the supplier's attachments).

**1) B. Mandatory Requirements for BROKERS only–Only firms meeting ALL the mandatory requirements shall proceed for further evaluation.**

**PART ONE**

- i. Certificate of Registration/Incorporation with Registrar of companies
- ii. Certificate of Registration with Insurance Regulatory Authority for the year 2020
- iii. Current registration certificate for the year 2020 with Association of Insurance Brokers of Kenya (AIBK) and a copy of the current license be submitted.
- iv. Must attach a copy of Professional indemnity Insurance cover of Ksh.50 million.  
Attach dully signed authorization letter from the proposed underwriter for all the policies being tendered.(submission of two or more authorization letter shall be disqualified from further evaluation)
- vi. Form of Tender- Dully filled signed and stamped
- vii. Must attach KRA PIN Certificate  
Must attach valid KRA tax compliance certificate
- viii. Must attach Valid NHIF & NSSF Compliance certificates
- ix. Must attach Tender Security of Ksh.250, 000/- (TWO hundred and fifty thousand only) valid
- x. for 120 days from a reputable commercial bank in Kenya Or from Insurance companies approved by PPRA.
- xi. Attach a valid (current) copy of trading license for the Year 2020 from respective county government.
- xii. Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- xiii. Dully filled and signed and stamped non debarment form in the bid document.
- xiv. Dully filled, signed and stamped Confidential Business questionnaire
- xv. Must sequentially serialize all pages of the submitted bid document failure shall lead to automatic disqualification. (From the 1<sup>st</sup> page to the last page including the tender document and the supplier's attachments).

**PART TWO (PROPOSED/RECOMMENDED UNDERWRITER EVALUATION)**

**All interested brokers must submit the following documents and furnish together with their bid copies the following document and shall form part of the mandatory documents from the PROPOSED/RECOMMENDED UNDERWRITER.**

**N/B Choose only one (1) underwriter for the policies being tendered for herein.**

- a) Certificate of Registration/Incorporation with Registrar of companies
- b) Valid tax compliance certificate
- c) Valid NHIF & NSSF Compliance certificates
- d) Attach a Current and valid registration certificate for the year 2020 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- e) Attach audited financial statement for the two years namely 2018 and 2017)
- f) Must have annual gross premiums turnover of at least Ksh.1 Billion each in the last two years (2017 & 2018) with 30 % of this being from non- motor policies.
- g) Must have paid up capital of at least Kshs. 300 million.

1. **Technical Evaluation–Only Successful firms who obtain a pass mark of 70 out of 100 on technical evaluation shall proceed for financial evaluation.**

No	Description of Criteria	Weighting Scores	Max Scores
1.	<p><b>PREVIOUS EXPERIENCE</b>            Bidders MUST Provide Copies of contracts or LP O or Award letters from past and current clients for last five years with a contract sum of at least 5 million specifically for Motor Insurance of the requested covers within the last five years (i.e. 2016 to date).</p>	<p>0 clients.....0 marks            1-2 clients.....5 Marks            3-4 clients.....15 marks            5 and above clients.....20marks</p>	20.marks
2.	<p>Must give evidence of claim payments (cheques, RTGS transfers etc.) to five clients worth at least Ksh.1 million each for Motor Insurance Policy claims within the past five years (2016 to 2020).</p>	<p>0 evidence.....0 marks            1-2 clients...5 Marks            3-4 clients...7 marks            5 and above evidence..10mark</p>	10 marks
3.	<p><b>FINANCIAL HEALTH OF THE FIRM</b> (MUST attach audited financial statement for the two years namely 2019 and 2018) Unqualified audit opinion attracts full marks whereas qualified audit opinion attracts less marks.</p>	<p>i. average turn (for 2019 and 2018) over above 600,000,000.00 and above (20marks)            ii. Average turn (for 2019 and 2018) 200,000,001 - 599,999,999.00 (10 marks)            iii. Average turn (for 2019 and 2018) 1-200,000,000 5 marks).</p>	20marks
4.	<p><b>ANNUAL PREMIUM TURNOVER</b>            In the last two financial years. (2019-2020) (10 marks).</p>	<p>i. Annual Premium Turnover (for 2019 and 2018) over above 1 billion and above (20marks)            ii. Annual Premium Turnover (for 2019 and 2018) 500,000,000 - 999,999,999.00 (10 marks)            iii. Annual Premium Turnover (for 2019 and 2018) 1-499,999,999.00(5 marks).</p>	20marks

<p><b>5.</b></p>	<p><b>KEY PERSONNEL</b> Provide Detailed CV's of top and technical staff who have Professional qualifications in Insurance (ACII/ COP /Diploma in Insurance/ CII/FCII etc.) and valid membership with professional Insurance body (Insurance Institute of Kenya or its equivalent). Attach evidence of Professional certificates and valid/current membership to the relevant Insurance related professional body.</p>	<p>i. 5 personnel and above (20marks) ii. 3-4 personnel (10marks) iii. 1-2 personnel (5marks) iv. 0 personnel (0marks)</p>	<p><b>20marks</b></p>
	<p><b>TOTALS SCORE</b></p>		<p><b>90 Marks</b></p>

**NOTE: Only bidders who score 70% i.e. 0.7 \*90=63.00 Marks and above will be considered for financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.**

**Total Marks (Technical):90 marks**

**3. Financial evaluation criteria.**

The financial evaluation will be based on the lowest responsive evaluated on cost basis.

**Quoted prices should include VAT and other statutory taxes and duty. No alternative offer will be accepted by the University**

**Stage 4: Declaration (For the Tenderer only)**

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

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

No:

Yes:

**Official Stamp .....Sign.....**