



JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY

OPEN TENDER

**TENDER DOCUMENT FOR PROVISION OF INSURANCE FOR GROUP LIFE,
WIBA AND PERSONAL ACCIDENT COVER**

TENDER NO. JOOUST/OT/027/2022-2023

CLOSING/OPENING DATE: 5TH APRIL, 2022 AT 10.00AM

ISSUED BY:

THE VICE CHANCELLOR

**JARAMOGI OGINGA ODINGA UNIVERSITY OF
SCIENCE AND TECHNOLOGY**

**P.O. BOX 210-40601 BONDO, MAIN
CAMPUS, ALONG BONDO USENGE ROAD**

Email: proc@jooust.ac.ke

Website: www.jooust.ac.ke

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PREFACE

1. This Standard Tender Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Procurement of Insurance Services under competitive tendering methods as defined in the Public Procurement and Asset Disposal Act 2015, (The Act). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations
2. Regarding Joint Ventures (JVs), the Procuring Entity should allow not too high a number of JV members, a number above 5 is considered an unmanageable crowd, perhaps of small tenderers gathered to meet the qualification criteria; two or three JV Members are considered reasonable numbers. Care must be taken to ensure that only eligible Insurance service providers participate.
3. Regarding cases being considered for abnormally low or high tenders, the benchmark should be the Procuring Entity's estimate in the Procurement Plan or other estimate based on commercial rates. It is expected that a Procuring Entity should call for Tenders with a clear idea of what to expect as a reasonable tender price. In case of abnormally low or high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering process or (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document.
4. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging the procurement process and decision on contract award. Procuring Entities and other Users should ensure that they are using the latest version of the STD, which can be verified with PPRA.
5. Insurance Services are a line of Insurance services that are contracted on the basis of measurable physical outputs. But they are in a class of their own, given their procurement is generally guided by industry norms, like in Banking and Transportation (air travel, road travel etc.). Procurement of Insurance Services therefore involves procurement of **Insurance Policies** in which case, it would be appropriate to provide that Procurement Entities would negotiate the conditions and terms of each particular Insurance Policy before it is finalized. More information on Insurance Services is provided in the Appendix to this Preface.
6. The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the Users are advised to familiarize themselves with the Act and the Public Procurement and Asset Disposal Regulations, 2020 (the **Regulations**), Circulars and manuals prepared and issued by PPRA and other government agencies to guide Public Entities in the conduct of the public procurement process.
7. During preparation of the tender document, the Procuring Entity should specify whether to allow the following:
 - i) International Tender,
 - ii) Margin of Preference,
 - iii) Reservations
 - iv) Pre-qualification
 - v) Alternative tenders

- 8 This document will be used for National Tendering Procedures as it is expected that insurance services will be sourced from national or international insurance Providers. In the event that the Procuring Entity requires foreign insurance Providers, the document will be amended to accommodate them, by allowing use of foreign currency and, if so required, allowing margin of preference, and international dispute resolution mechanisms, and possibly longer tendering periods.
- 9 This document will be customized to suit the needs of the Procuring Entity. **No changes should be made** to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Appendices and the Invitation to Tender shall not be part of the tender Document to be issued to Tenderers. Refer to Appendix to the Preface for more details. Refer to Appendix 2 to the Preface for more details.
- 10 The Public Procurement Regulatory Authority welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

Director General
Public Procurement Regulatory Authority (PPRA)

APPENDIX 1 TO THE PREFACE NOTES TO THE USERS OF THIS STD

1. **Insurance** is a means of protection from financial loss. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss. Insurance transactions involve the insured assuming a guaranteed and known relatively small cost in the form of payment to the insurer in exchange for the insurer's promise to compensate the insured in the event of a covered loss. The loss may or may not be financial, but it must be reducible to financial terms, and must involve something in which the insured has an insurable interest established by ownership, possession, or pre-existing relationship. The most common insurance covers are on Health Insurance (Medicare), Life Insurance, Business and Farming, and Property and Casualty (Vehicles, Motorcycles, Boat and Watercraft, Homes, Land and Farms, Buildings and Travel).
2. The insured receives a contract known as an **Insurance Policy**, which details the conditions and circumstances under which the insured will be financially compensated. When a client takes out an insurance, essentially, he/she buys an Insurance Policy. **An Insurance Policy** is a standard industry form (like a banking account form) that indicates what is covered, its value, and conditions under which acclaim can be made under an insurance contract. The amount of money charged by the insurer to the insured for the coverage set forth in the insurance policy is called the premium. If the insured experiences a loss which is potentially covered by the insurance policy, the insured submits acclaim to the insurer for processing by a payment for the loss. Insurance Policies cover any period, but usually they are annual, renewable. Some business insurances like travel and goods transit or workmen's compensations may take shorter periods depending on when the eventuality is likely to occur.
3. Insurance involves pooling funds from *many* insured entities to pay for the losses that some may incur. The insured entities are therefore protected from risk for a fee, with the fee being dependent upon the frequency and severity of the event occurring. In order to be an insurable risk, the risk insured against must meet certain characteristics. When a company insures an individual entity, there are basic legal requirements and regulations. Several commonly cited legal principles of insurance include indemnity, benefit insurance, insurable interest, and contribution insurances.
4. Insurance can have various effects on society through the way that it changes who bears the cost of losses and damage. On one hand it can increase fraud; on the other it can help societies and individuals prepare for catastrophes and mitigate the effects of catastrophes on both households and societies. Insurance can influence the probability of losses through moral and preventive steps by the insurance company. Insurers attempt to address carelessness through inspections, policy provisions requiring certain types of maintenance, and possible discounts for loss mitigation efforts. While in theory insurers could encourage investment in loss reduction, in practice insurers do not aggressively pursue loss control measures-particularly to prevent disaster losses such as hurricanes-because of concerns overrate reductions and legal battles.
5. Claims and loss handling is the materialized utility of insurance; it is the actual "product" paid for. Claims may be filed by insureds directly with the insurer or through brokers or agents. The insurer may require that the claim be filed on its own

proprietary forms, or may accept claims on a standard industry form. Incoming claims are classified based on severity and are assigned to adjusters whose settlement authority varies with their knowledge and experience. The adjuster undertakes an investigation of each claim, usually in close cooperation with the insured, determines if coverage is available under the terms of the insurance contract, and if so, the reasonable monetary value of the claim, and authorizes payment.

APPENDIX 2 TO THE PREFACE

GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS

1. GENERAL

- 1.1 Page 1 (The Heading of the Document), the Preface and the 2 Appendices shall not be included in the Document to be issued to Tenderers. The Document to be issued to Tenderers shall start with the page titled “This Page, NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY, NAME AND IDENTIFICATION OF TENDER”, including all the other material on the page completed appropriately.
- 1.2 If in the course of preparing a Tender Document or evaluating a tender/tenders following the criteria in the standard tender document, a Procuring Entity finds a provision the P.E does not understand or agree with, the P.E shall contact PPRA for clarifications before it changes anything, otherwise the P.E will be considered as violating procurement rules.
- 1.3 The Procuring Entity should confirm that the contract to be procured is in its approved Procurement Plan and budgeted for. It should also confirm the estimated cost of the contract(s), including the estimated time for executing the contract. The cost estimate helps the Procuring Entity determine the applicable procurement method to be used and the determination if the lowest evaluated cost is unrealistically too low or too high. Prior to finalizing the Tender Document, it is advisable for the Procuring Entity to recheck these estimates.
- 1.4 The estimates must be prepared by an expert in the field of the subject contract i.e. by human resource or other experts depending on the items to be procured. The Estimates should be based on current market prices or on data collected by the Procuring Entity based on past (*but not historic*) contracts.
- 1.5 The purpose of the estimates is to enable the Procuring Entity determine amounts of money to be inserted in the Tender Document for:
 - i) The Tender Security to be inserted in the Tender Document *should be expressed in absolute value which should not be more than 2% of the tender as valued by the Procuring Entity. It is advisable that the larger the estimated contract value, the smaller the required percentage of the tender security.*
 - ii) The minimum amount of money required for the tenderer to demonstrate that the tenderer has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the contract execution cash flow requirements, net of the Tenderer's other commitments. *Usually the assets should be about 2-3 months cash flow requirements based on the estimated completion time.*
 - iii) The minimum amount of money required as an average annual turnover for the tenderer to demonstrate that the tenderer is a prime insurance service provider. *Usually the minimum amount of money is about 2.50 times the estimated cost of the contract(s).*
 - iv) The amount of money required to determine specific experience of the tenderer based on the minimum size of contract(s) substantially completed and that are similar to the proposed contract. *Normally the minimum amount of money required is about 80% of the estimated cost of the contract.*

2. **PART 1 – TENDERING PROCEDURES**

i) Section I - Instructions to Tenderers (ITT)

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers.

This section shall be completed appropriately by the Procuring Entity and not by a Tenderer. In any case, the Procuring Entity shall not add any item in the TDS not included in the Standard Tender Document.

iii) Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

- a) Substantially responsive to the bidding document, and
- b) The lowest evaluated cost.

No other criterion shall be added by the Procuring Entity. Some parts of this section may be omitted by the Procuring Entity (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Procuring Entity will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides “Post-qualification and Contract award” and lists an item that says “Other conditions.....”, the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) Section IV – Tendering Forms

This Section includes the Form of Tender and other forms to be submitted; priced terms of reference, including technical and financial qualifications, personnel, financial resources, Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS

This Section contains the Procuring Entity's Schedules of Requirements, Specifications, and terms of reference, and supplementary information that describe the items to be insured.

4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

i) Section VIII – General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) Section IX- Special Conditions of Contract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

iv) Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tender after Contract award.

This Page is the beginning of the Standard Tender Document Issued to the Bidders NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY

NAME AND IDENTIFICATION OF TENDER

TENDER DOCUMENTS FOR PROCUREMENT OF INSURANCE SERVICES

(1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name.....**Jaramogi Oginga Odinga University Of Science and Technology**

Address...**P.O.Box 210-40601 Bondo**

(2) Email address – proc@jooust.ac.ke

2) Invitation to Tender (ITT) No. JOOUST/OT/027/2022-2023

3) Tender Name PROVISION OF INSURANCE FOR GROUP LIFE, WIBA AND PERSONAL ACCIDENT COVER

INVITATION TO TENDER

PROCURING ENTITY: *[insert the name and address of*

the Procuring Entity] **CONTRACT NAME AND**

DESCRIPTION: *[insert]*

1. The **JOOUST** invites sealed tenders for the provision of Insurance Services for Group Life, Wiba and Personal Accident Cover
2. Tendering will be conducted under open competitive tendering method (National) 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 *[.0900 to 1600 hours]* at the address given below. Tender documents may be viewed and/or downloaded from the website **www.jooust.ac.ke**.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (**www.jooust.ac.ke**). Tenderers who download the tender document must forward their particulars immediately to **proc@jooust.ac.ke** to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a 2% of the tender sum as tender security.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **5th April, 2022 at 10.00am**. 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

JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY
(Main Campus)
P.O.Box 210 -40601 Bondo, Kenya Along Bondo –Usenge Road: proc@jooust.ac.ke

B. Address for Submission of Tenders.

- 1) THE VICE CHANCELLOR JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY
P.O.BOX 210-40601 BONDO, KENYA ALONG NONDO –USENGE ROAD
EMAIL:proc@jooust.ac.ke

C. Address for Opening of Tenders.

- 1) Jooust Main Campus Bondo Tender Box situated on the Ground Floor Entrance at the Administration block and proceed to the Assembly Hall. Jaramogi Oginga Odinga University of Science and Technology Main Campus, Bondo Situated off the Bondo – Usenge Road

PART 1 - TENDERING PROCEDURES

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:

- a) 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 agreement 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 indirectly 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 sub-contractors 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 PPRAs www.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 www.ira.go.ke
- 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 Parts 1, 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 for disqualification of

a Tenderer.

8. 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

10.1 The 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

11.1 The 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 conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS.**

12.2 The 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

13.1 The 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

14.1 Unless 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

15.1 The 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.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable 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

16.1 The 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

17.1 To 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.

17.2 Standards 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.

- 17.3 Tenderers 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.
- 17.4 The 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.
- 17.5 The 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.
- 17.6 All 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.
- 17.7 If 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.
- 17.8 If 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.
- 17.9 If 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

- 18.1 To 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.

18.2 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 meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In 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.

18.4 If 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

19.1 Tenders 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.

19.2 In 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

20.1 The 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**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If 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,

20.4 If 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.

20.5 If 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.

20.6 The 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.

20.7 The 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.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar 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

21.1 The 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.

21.2 Tenderers 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.

21.3 The 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.

21.4 Any 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

22.1 The 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.

22.4 If all 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 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 withdrawal 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

26.1 Except 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**.

26.2 First, 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.

26.3 Next, 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.

26.4 Next, 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.

26.5 Next, 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.

26.6 Only 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**.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The 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.

26.9 The Tenderers' representatives who 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

27.1 Information 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.

27.2 Any 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

30.1 The 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.

30.2 A 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.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and 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

31.1 If 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

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided 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

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided 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 arising from an incorrect 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

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

33.1 The 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.

33.2 For 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 reservation exclusive to specific groups as provided in ITT 33.4.

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

35.1 The 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.

35.2 In 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 Qualification Criteria.

35.3 The 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.

35.4 Where 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 based on each item and not a combination of items.

36. Comparison of Tenders

36.1 The 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

37.1 An 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.

37.2 In 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

37.4 An 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.

37.5 In 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.

37.6 If 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

38.1 The 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.

38.2 The 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.

38.3 An 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

39.1 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 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

40.1 The 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

41.1 Upon 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 standstill period;

42. Standstill Period

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tenderer to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

43. Debriefing by the Procuring Entity

43.1 On 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.

43.2 Debriefings 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

44.1 The 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.

44.2 The 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.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

45.1 Prior 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 Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

- 46.1 Upon 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.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The 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

- 47.1 Within 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.
- 47.2 Failure 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.
- 47.3 Performance 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

- 49.1 The 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.

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.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process]. [Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: JOUST/OT/027/2022-2023 The Procuring Entity is: JOUST P.O.Box 210-40601 Bondo, Email: proc@jooust.ac.ke The name of the ITT is: PROVISION OF INSURANCE FOR GROUP LIFE, WIBA AND PERSONAL ACCIDENT COVER
ITT 2.2	The Intended date commencing providing the Insurance Services is IMMEDIATELY AFTER SIGNING THE CONTRACT The insurance duration will be one year
ITT 3.3	The Information made available on competing firms is as follows: _____
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: Three
	B. Contents of Tendering Document
ITT 7.1 8.1	The Tenderer will submit any request for clarifications in writing at the Address: JOUST P.O.Box 210-40601 Bondo, Email: proc@jooust.ac.ke To reach the Procuring Entity not later than 30/3/2022 The Procuring Entity shall publish its response at the website ... www.jooust.ac.ke
ITT 7.2	A pre-arranged pretender “shall not” take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than ___ N/A _____ before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is Not applicable
ITT 15.5	The prices quoted by the Tenderer “shall not” 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 Kshs. Kenya Shillings
ITT 18.3	Prequalification “has not” been undertaken.
ITT 19.1	The Tender validity period shall be 120 days <i>[insert a number of days that is a multiple of seven counting as of the deadline for Tender submission]</i> days.
ITT 20.1	A Tender Security “shall be” required. A Tender-Securing Declaration “shall not be” required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be 2% of the tender sum from a commercial bank or PPRA authorized insurance companies
ITT 21.1	In addition to the original of the Tender, the number of copies is: One
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney.
	D. Submission and Opening of Tenders

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 23.1	<p>For Tender submission purposes only, the Procuring Entity's address is:</p> <p>THE VICE CHANCELLOR -JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOG</p> <p>P.O.BOX 210-40601 BONDO, KENYA ALONG NONDO –USENGE ROAD</p> <p>EMAIL:proc@jooust.ac.ke</p>
ITT 23.1	<p>The deadline for Tender submission is: 5th April,2022 at 10.00am</p> <p>Tenderers “shall not” have the option of submitting their Tenders electronically.</p> <p>The electronic Tender submission procedures shall be: Not applicable</p>
ITT 26.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: JOOUST</p> <p>P.O.Box 210-40601 Bondo, Email: proc@jooust.ac.ke</p> <p>To be submitted by 5th April,2022 at 10.00am on or before: 10:00am</p>
ITT 26.1	The electronic Tender opening procedures shall be: Not Applicable
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by All representatives in the tender opening committee
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be Kshs. Kenya Shillings and the source of exchange rate shall be <i>the Central Bank of Kenya</i>).
ITT 34.2	Margin of preference shall be not allowed .
F. Award of Contract	
ITT 44.1	The negotiations will be not be held
ITT 49.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>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:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Procuring Entity: <i>[insert name of Procuring Entity]</i></p> <p>Email address: <i>[insert email address]</i></p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

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

- a) 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 Insurance Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered unresponsive and will not be considered further.

b) Preliminary Evaluation Criteria

A-MANDATORY REQUIREMENTS EVALUATION

MANDATORY REQUIREMENTS TO BE MET BY THE UNDERWRITER IN THE PRELIMINARY EVALUATION	
1	Certified Copy of Certificate Registration/Incorporation. MUST have been in existence for at least ten (10) Years.
2	Current valid IRA License and certified by the issuing body.
3	Current valid AKI Membership Certificate and certified by the issuing body
4	Valid tax compliance
5	Valid Business Permit
6	Must fill the form of Tender and price schedule in the format provided.
7	Must submit a duly filled up confidential business questionnaire in format provided, duly signed and stamped and provide valid and current CR12
8	Must provide certified audited accounts for at least Three (3) Financial years prior to Tendering. (2020,2019,2018)
9	Must have paid up capital of at least Kshs.450 Million as per the books of accounts (Attach Evidence)
10	Evidence of Gross Premium of at least kes.1 Billion for the last three years per year.
11	Two copies of the Tender (Copy and Original) all pages stamped and counter signed

12	Tender security of Kenya shillings One hundred thousand 100,000; in form of bank guarantee from a bank licensed and operating in Kenya or from an insurance company valid for 180 days.
13	Dully filled, stamped and signed confidential business questionnaire
14	Dully filled Form SDI Self-Declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and Asset Disposal Act 2015
15	Dully filled Form SD2 Self-Declaration confirming that the person /tenderer will not engage in any corrupt or fraudulent practice
16	Power of attorney to confirm that the tender has been dully signed by the person lawfully authorized
18	Dully Filled, Signed and Stamped Form Of Tender as per section IV

MANDATORY REQUIREMENTS TO BE MET BY THE BROKERS IN THE PRELIMINARY EVALUATION

1	Certified Copy of Certificate Registration/Incorporation. MUST have been in existence for at least ten (10) Years.
2	Current valid IRA License and certified by the issuing body.
3	Current valid AIBK Membership Certificate and certified by the issuing body
4	Valid tax compliance
5	Valid Business Permit
6	Must fill the form of Tender and price schedule in the format provided.
7	Must submit a duly filled up confidential business questionnaire in format provided, duly signed and stamped and provide valid and current CR12
8	Must provide certified audited accounts for at least Three (3) Financial years prior to Tendering. (2020,2019,2018)
9	Evidence of valid professional indemnity policy of at least Ksh.200 million with a reputable underwriter
10	Attach Authorization letter from the proposed Underwriter
11	Evidence of Gross Premium of at least kes.500M for the last three years per year.
12	Two copies of the Tender (Copy and Original) all pages stamped and counter signed
13	Tender security of Kenya shillings One hundred thousand 100,000; in form of bank guarantee from a bank licensed and operating in Kenya or from an insurance company valid for 180 days.
14	Dully filled, stamped and signed confidential business questionnaire
15	Dully filled Form SDI Self-Declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and Asset Disposal Act 2015
16	Dully filled Form SD2 Self-Declaration confirming that the person /tenderer will not engage in any corrupt or fraudulent practice
17	Power of attorney to confirm that the tender has been dully signed by the person lawfully authorized
18	Dully Filled, Signed and Stamped Form Of Tender as per section IV

The Insurance Broker must meet the mandatory requirement for the broker and the proposed underwriter to proceed to the technical evaluation

All certification to be done by commissioner of oath registered in Kenya

B-TECHNICAL EVALUATION CRITERIA

No.	Category	Criteria	Marks	Total
1	Firm's Experience	Current five (5) Group Life Recommendation Letters of over Kshs. 25 Million each	2 points per recommendation	10
		Current five (5) reference letters	2 points per recommendation	10
2	Financial Capacity	Group Life Premiums of Kshs. 1 Billion, each year for the last three years	10 points per year	30

3.	Human Capital	CVs, Tax Compliance and certificate of good conduct of five (5) top staff	2 points per staff	10
4	Claims	Five claims above Kshs. 5 M each for the last three years (2020,2019,2018)	5 points per claim	25
5	Credit Worthiness	Current and valid reference letter from the firm's bankers	5 points	5
6	Reinsurance Arrangements	Reinsurance approval letter from IRA Year 2021	5 points	5
		Reinsurance treaty year 2021	5 points	5
				100 Points

NB. Cut off points for the technical evaluation shall be 70 marks

C-FINANCIAL EVALUATION

The bidders who are successful at technical stage of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bidder inclusive of all taxes

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. Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

5. Alternative Tenders (ITT14.1)

An alternative if permitted under ITT 14.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2-Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tenders as follows.

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference 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 particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders

shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A*: tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B*: tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

- a) In case the tender was subject to post-qualification, 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 was not subject to post-qualification, 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, unencumbered 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 *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year] years.*
 - iii) At least _____ (*insert number*) of 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 vent u remember or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - 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 _____ (*specify 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

_____ (*specify 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.

SECTION IV- TENDERING FORMS

1. Form of Tender

INSTRUCTIONS TO TENDERERS

- i) *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'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *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: 5TH APRIL, 2022 AT 10.00AM

ITT No. : JOOUST/OT/027/2022-2023

To: JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY

- 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*];

SCHEDULE OF TENDERED ITEMS AND PRICES

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No 1						
No 2						
No 3						

- 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, non-collusive

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 :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month],
[insertyear].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

a) Tenderer's details

	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.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) 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 (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) **Sole Proprietor, provide** the following details.

Name in full _____ Age _____ Nationality _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) 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.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
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.		
2	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		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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.		
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) 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 undersigned, in submitting the accompanying Letter of Tender to the _____ [Name of Procuring Entity] for: _____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this 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. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor 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]

SELF-DECLARATION FORMS

FORM SD1

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

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*Insert 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 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.

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.** 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 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..... *(Name of the procuring entity)*.

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)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I,(person) on behalf of (*Name of the Business/ Company/ Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

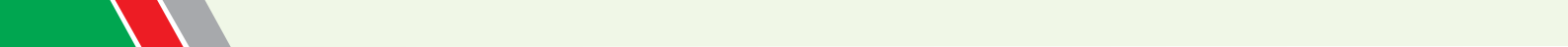
The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and 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:

- i) 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 sub-section 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:
- i) “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 inspection and audit rights provided for under paragraph 2.3e. 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 award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, 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 inspect² 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.



SCHEDULE OF PRICES FORM

[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5-7 as his /her Tender].

1	2	3		4	5	6	7
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5-6)
No 1							
No 2							
No 3							

Name of Tenderer *[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]*

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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 <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION

- 1.1 Constitution or legal status of Tenderer:[attach copy]
 Place of registration: [insert]
 Principal place of business: [insert]
 Power of attorney of signatory of Tender: [attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the TDS:[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured and name of country	Name of Procuring Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) _____

b) _____

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information 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:

[insert 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.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:.....*[insert the name of the Procuring Entity]*

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			
No 2			
No 3			

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 of item to be insured	Description of Item	Name of Tenderer	Tender Price
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 within 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 within 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

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.

On behalf of the Procuring Entity:

Signature:Name:..... Title/position:.....

Telephone:.....Email:.....

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, 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 on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

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.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

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, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature

Name and Title of Signatory :.....

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: In the text below text in brackets is optional; all notes should be deleted in final text. 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:]

For and on behalf of each of the Members of the Insurance Provider.....*[name of member]* *[Authorized Representative]*

[name of member] *[Authorized Representative]*

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

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. 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.

4. 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.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of__under Request for Tenders No._____ (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. 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) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

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

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:..... Duly

authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*

Dated on.....day of.....*[Insert date of signing]*

Seal or stamp

PART II – SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

ITEM 1: GROUP LIFE INSURANCE

This policy is meant to cover all members of staff (**530**) in case of death and injury causing permanent and/or temporary disability or critical illness while in service from any cause. The value of the expected premium will be based on their 5 years basic salary.

PERIOD OF INSURANCE: 1 (ONE) YEAR

SPECIAL CONDITIONS IF ANY: GROUP LIFE, WIBA AND PERSONAL ACCIDENT COVER

DETAILS OF COVER

Jaramogi Oginga Odinga University of Science and Technology intends to procure a Group Life Insurance Cover for its employee's. The policy will indemnify demise of an employee as a result of any cause of death, and injury causing permanent and/or temporary disability or critical illness

Population: The cover will be for **530** employees of JOOUST. The list and their basic salary is listed below.

Death Benefit: Multiple of the annual salary for 5 years under WIBA or 5 years under GPA

Permanent total Disablement: Multiple of the annual salary for 5 years under WIBA or 5 years under GPA.

Critical Illness: 30% of the death benefit up to a maximum of 3 million.

Last Expense: An inbuilt last expense rider of Kshs 200,000 for a member and Kshs 50,000.00 for spouse's last expense shall be included alongside Group Life Cover. The last expense amount shall be paid within 48 hours of notification of demise of a covered member.

Permanent Disability (Accidental): Multiple of the annual salary for 5 years under WIBA or 5 years under GPA.

Temporary Disability (Accidental): Weekly earnings up to a maximum of 104 weeks

Medical Reimbursement: Kshs 500,000.00 for any accidental and occupational injuries that require medical treatment.

JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY STAFF DATA FOR GROUP LIFE, WIBA AND PERSONAL ACCIDENT COVER

S/N	ID. NO	PF. NO	D.O.B	MONTHLY BASIC SALARY	ANNUAL BASIC SALARY	REPORTING DATE
1.	1502032	0001	1/1/1960	788,559.00	9,462,708.00	11/7/2013
2.	8513895	0003	1/1/1965	283,087.00	3,397,044.00	4/5/2010
3.	10154529	0006	4/19/1970	117,213.00	1,406,556.00	27/9/2010
4.	14583823	0007	4/6/1977	32,158.00	385,896.00	19/2/2010
5.	13191407	0008	28/5/1974	45,200.00	542,400.00	1/4/2010
6.	13070380	0009	11/23/1975	43,069.00	516,828.00	15/3/2010
7.	10250486	0011	9/16/1966	32,158.00	385,896.00	15/3/2010
8.	9644414	0012	1/1/1968	54,423.00	653,076.00	1/4/2010
9.	14642704	0014	5/10/1976	90,484.00	1,085,808.00	2/4/2010
10.	13060211	0015 (A)	5/19/1945	283,087.00	3,397,044.00	19/05/2015
11.	11558678	0018	7/20/1973	55,758.00	669,096.00	7/6/2010
12.	22234224	0019	8/30/1979	47,355.00	568,260.00	7/6/2010
13.	5884300	0020 (A)	2/1/1961	45,200.00	542,400.00	7/6/2010
14.	3290072	0021	10/12/1963	33,789.00	405,468.00	7/6/2010
15.	14719564	0022	1/1/1977	32,158.00	385,896.00	7/6/2010
16.	13514527	0023	1/1/1974	30,410.00	364,920.00	7/6/2010
17.	11670567	0024	1/1/1961	30,410.00	364,920.00	7/6/2010
18.	85538061	0026	5/16/1965	30,410.00	364,920.00	7/6/2010
19.	20901309	0027	2/1/1978	30,410.00	364,920.00	7/6/2010

20.	89174481	0028	11/8/1964	30,410.00	364,920.00	7/6/2010
21.	87757411	0029	12/21/1966	31,144.00	373,728.00	7/6/2010
22.	14643678	0030	19/7/1977	30,410.00	364,920.00	14/6/2010
23.	11437780	0031	12/4/1972	31,144.00	373,728.00	14/6/2010
24.	10004435	0032	9/18/1968	173,918.00	2,087,016.00	15/6/2010
25.	1921447	0034	12/12/1963	283,087.00	3,397,044.00	1/7/2010
26.	4831360	0035	1/1/1955	250,668.00	3,008,016.00	2/7/2010
27.	8772885	0036	11/26/1966	218,699.00	2,624,388.00	1/7/2010
28.	477713	0038	5/31/1952	283,087.00	3,397,044.00	5/7/2010
29.	518543	0040	8/15/1956	244,275.00	2,931,300.00	12/7/2010
30.	401179	0043	10/20/1959	250,668.00	3,008,016.00	2/8/2010
31.	10026208	0045	1/20/1969	200,917.00	2,411,004.00	2/8/2010
32.	636468	0047 (A)	4/21/1945	250,668.00	3,008,016.00	1/5/2015
33.	308346	0049	2/14/1950	283,087.00	3,397,044.00	10/8/2010
34.	9799136	0050	12/23/1968	63,967.00	767,604.00	1/8/2010
35.	11300281	0051	2/20/1972	43,069.00	516,828.00	3/8/2010
36.	9806360	0052(A)	1/1/1960	31,342.00	376,104.00	1/3/2020
37.	8628509	0053	1/1/1968	30,410.00	364,920.00	3/8/2010
38.	13517471	0054	9/24/1974	30,410.00	364,920.00	3/8/2010
39.	20986741	0055	12/28/1977	30,410.00	364,920.00	3/8/2010
40.	13761244	0056	8/8/1974	30,410.00	364,920.00	3/8/2010

41.	1683594	0057	9/5/1963	30,410.00	364,920.00	3/8/2010
42.	20020395	0058	2/17/1977	30,410.00	364,920.00	3/8/2010
43.	20888396	0060	10/8/1970	27,065.00	324,780.00	3/8/2010
44.	8254826	0061	12/25/1964	30,410.00	364,920.00	3/8/2010
45.	11130752	0063	7/1/1970	30,410.00	364,920.00	3/8/2010
46.	8239062	0064	12/28/1964	28,896.00	346,752.00	3/8/2010
47.	1052633	0065(A)	28/12/1960	26,740.00	320,880.00	3/8/2010
48.	21400249	0066	8/8/1980	28,896.00	346,752.00	11/11/2013
49.	1464238	0067	12/12/1977	30,410.00	364,920.00	3/8/2010
50.	3967370	0068	1/1/1965	31,342.00	376,104.00	3/8/2010
51.	6188311	0069	12/12/1962	32,158.00	385,896.00	3/8/2010
52.	22283580	0071	6/19/1981	186,731.00	2,240,772.00	15/10/2010
53.	571838	0074	9/9/1960	250,668.00	3,008,016.00	1/9/2010
54.	13598157	0075	1/16/1974	206,563.00	2,478,756.00	1/9/2010
55.	11670921	0076	11/30/1973	139,915.00	1,678,980.00	1/9/2010
56.	9941130	0079	12/12/1969	160,357.00	1,924,284.00	1/9/2010
57.	7494067	0080	7/14/1957	250,668.00	3,008,016.00	1/9/2010
58.	22973985	0085	10/2/1982	45,941.00	551,292.00	9/9/2010
59.	22081367	0086	7/8/1977	125,713.00	1,508,556.00	8/9/2010
60.	21787768	0088	11/15/1978	45,941.00	551,292.00	2/9/2010
61.	11664935	0092	7/21/1974	78,039.00	936,468.00	10/9/2010

62.	1506095	0093	20/10/1963	244,275.00	2,931,300.00	1/10/2010
63.	10558062	0094	8/20/1968	206,563.00	2,478,756.00	1/10/2010
64.	14614249	0096	9/4/1977	218,699.00	2,624,388.00	1/10/2010
65.	21999346	0098	10/4/1981	56,114.00	673,368.00	5/10/2010
66.	7133066	0099	5/17/1962	38,838.00	466,056.00	24/10/2010
67.	4926708	0100	12/15/1960	146,784.00	1,761,408.00	1/11/2010
68.	0143527	0102	7/27/1957	142,260.00	1,707,120.00	1/11/2010
69.	6345542	0103	12/30/1961	142,260.00	1,707,120.00	1/11/2010
70.	10843018	0108	11/16/1969	216,749.00	2,600,988.00	1/2/2011
71.	23793629	0111	10/5/1981	28,896.00	346,752.00	1/2/2011
72.	24665888	0112	11/21/1986	28,208.00	338,496.00	1/2/2011
73.	13236216	0113	4/14/1974	28,896.00	346,752.00	1/2/2011
74.	22315417	0114	11/15/1980	28,896.00	346,752.00	1/2/2011
75.	27501367	0117	3/6/1989	49,475.00	593,700.00	1/2/2011
76.	10792943	0121	9/17/1970	45,200.00	542,400.00	1/2/2011
77.	24336094	0122	4/27/1984	56,114.00	673,368.00	1/2/2011
78.	27202234	0123	6/24/1989	26,006.00	312,072.00	1/2/2011
79.	9645411	0125	12/25/1968	31,342.00	376,104.00	1/2/2011
80.	23374508	0126	11/6/1981	25,105.00	301,260.00	1/2/2011
81.	24746861	0128	1/24/1987	28,208.00	338,496.00	1/2/2011
82.	25103523	0129	11/20/1984	28,942.00	347,304.00	21/2/2011

83.	22217575	0132	9/10/1980	78,039.00	936,468.00	1/3/2011
84.	1450369	0135	4/14/1963	139,915.00	1,678,980.00	14/3/2011
85.	25094326	0137	2/16/1987	32,276.00	387,312.00	29/3/2011
86.	22428759	0138	2/27/1979	36,963.00	443,556.00	1/4/2011
87.	27430518	0139	1/26/1988	31,342.00	376,104.00	1/4/2011
88.	10930189	0141	8/10/1972	35,088.00	421,056.00	5/4/2011
89.	13235144	0142	9/25/1974	44,528.00	534,336.00	6/4/2011
90.	9661753	0143	9/30/1966	71,820.00	861,840.00	3/5/2011
91.	11197621	0145	12/23/1971	142,260.00	1,707,120.00	4/5/2011
92.	24933491	0151	8/22/1987	45,941.00	551,292.00	2/6/2011
93.	11232529	0152	6/15/1972	82,552.00	990,624.00	2/6/2011
94.	11632137	0153	8/12/1973	146,784.00	1,761,408.00	23/5/2011
95.	9969699	0154	11/12/1967	155,461.00	1,865,532.00	2/6/2011
96.	23772813	0155	8/18/1982	43,069.00	516,828.00	6/6/2011
97.	23275984	0156	12/31/1984	69,857.00	838,284.00	6/6/2011
98.	22161668	0158	8/28/1979	54,187.00	650,244.00	15/6/2011
99.	13232391	0159	7/15/1974	34,151.00	409,812.00	2/6/2011
100.	5789632	0160	8/3/1965	172,683.00	2,072,196.00	1/7/2011
101.	20811385	0161	5/29/1977	147,917.00	1,775,004.00	1/7/2011
102.	21691880	0162	12/8/1979	58,077.00	696,924.00	1/7/2011
103.	20561211	0163	9/16/1976	55,758.00	669,096.00	1/7/2011

104.	8861388	0165	6/15/1965	180,452.00	2,165,424.00	15/6/2011
105.	186956	0166	5/1/1951	37,743.00	452,916.00	2/6/2011
106.	25079174	0169	12/9/1986	45,941.00	551,292.00	15/7/2011
107.	21739714	0174	9/18/1979	60,040.00	720,480.00	2/8/2011
108.	12505115	0175	12/1/1974	173,918.00	2,087,016.00	8/8/2011
109.	13435283	0176	4/4/1975	73,525.00	882,300.00	15/08/2011
110.	20330569	0177	10/16/1976	28,896.00	346,752.00	23/6/2011
111.	10035244	0178	12/8/1968	142,260.00	1,707,120.00	17/8/2011
112.	10887298	0179	8/18/1969	31,342.00	376,104.00	1/7/2011
113.	22300895	0181	11/2/1980	71,269.00	855,228.00	1/9/2011
114.	3424378	0182	11/5/1948	283,087.00	3,397,044.00	5/9/2011
115.	10843364	0183	1/12/1969	137,736.00	1,652,832.00	5/9/2011
116.	2552312	0187	30/12/1960	142,260.00	1,707,120.00	5/9/2011
117.	11612561	0190	15/11/1973	142,260.00	1,707,120.00	5/9/2011
118.	1570005	0191	12/26/1968	136,090.00	1,633,080.00	8/8/2011
119.	21911747	0196	2/7/1980	39,776.00	477,312.00	7/9/2011
120.	9181051	0198	5/13/1966	136,090.00	1,633,080.00	9/9/2011
121.	21461957	0199	1/17/1977	58,899.00	706,788.00	12/9/2011
122.	22877797	0200	12/8/1980	43,069.00	516,828.00	5/9/2011
123.	12674472	0201	4/12/1974	142,260.00	1,707,120.00	12/9/2011
124.	10774303	0202	10/5/1970	39,776.00	477,312.00	12/9/2011

125.	11638615	0203	12/13/1972	136,090.00	1,633,080.00	9/9/2011
126.	10412523	0204	2/2/1969	142,260.00	1,707,120.00	12/9/2011
127.	21194435	0207	10/21/1978	44,134.00	529,608.00	14/09/2011
128.	7111433	0209	11/6/1965	168,717.00	2,024,604.00	29/09/2011
129.	14719802	0211	11/20/1977	146,784.00	1,761,408.00	2/10/2011
130.	10265619	0212	5/6/1970	206,563.00	2,478,756.00	3/10/2011
131.	23387120	0214	12/22/1986	47,905.00	574,860.00	3/10/2011
132.	13784741	0217	3/27/1976	142,260.00	1,707,120.00	4/10/2011
133.	0249572	0218	9/19/1949	250,668.00	3,008,016.00	3/10/2011
134.	13189668	0221	10/24/1978	47,355.00	568,260.00	18/10/2011
135.	10287331	0223	5/27/1970	222,798.00	2,673,576.00	1/11/2011
136.	13761612	0225	1/7/1974	63,967.00	767,604.00	3/11/2011
137.	25188372	0226	3/7/1987	54,423.00	653,076.00	5/11/2011
138.	44217229	0227	11/24/1951	160,357.00	1,924,284.00	1/11/2011
139.	10820734	0228	8/31/1971	160,357.00	1,924,284.00	7/11/2011
140.	14402716	0229	9/7/1975	133,212.00	1,598,544.00	14/11/2011
141.	B103993	0230	12/3/1960	206,563.00	2,478,756.00	18/11/2011
142.	3490114	0231	3/16/1963	160,357.00	1,924,284.00	1/12/2011
143.	21209776	0232	1/30/1979	78,039.00	936,468.00	5/12/2011
144.	4077427	0234	11/30/1961	155,833.00	1,869,996.00	1/12/2011
145.	1444782	0235	12/4/1961	160,357.00	1,924,284.00	12/1/2012

146.	11825640	0236	20/8/1973	189,623.00	2,275,476.00	13/1/2012
147.	27251698	0237	12/12/1987	37,901.00	454,812.00	20/1/2012
148.	24416277	0238	9/1/1986	37,901.00	454,812.00	20/1/2012
149.	13131750	0241	2/14/1974	36,963.00	443,556.00	1/2/2012
150.	22039678	0242	7/23/1977	33,789.00	405,468.00	15/2/2012
151.	20537754	0243	2/17/1978	35,088.00	421,056.00	1/2/2012
152.	9088084	0244	5/26/1968	184,318.00	2,211,816.00	1/2/2012
153.	24345677	0245	12/2/1986	35,088.00	421,056.00	15/2/2012
154.	8536905	0246	1/4/1964	60,470.00	725,640.00	15/2/2012
155.	10546990	0247	8/16/1969	206,563.00	2,478,756.00	1/3/2012
156.	8974959	0248	5/7/1967	189,623.00	2,275,476.00	2/3/2012
157.	9314732	0250	6/6/1978	139,915.00	1,678,980.00	1/3/2012
158.	20076365	0251	8/26/1976	33,789.00	405,468.00	5/3/2012
159.	21232631	0256	9/28/1977	189,623.00	2,275,476.00	2/4/2012
160.	22093504	0257	5/30/1978	31,338.00	376,056.00	8/3/2012
161.	300907	0258	20/5/1959	536,226.00	6,434,712.00	12/7/2013
162.	11664091	0260	3/8/1972	206,563.00	2,478,756.00	9/5/2012
163.	12517084	0262	2/11/1972	151,211.00	1,814,532.00	2/5/2012
164.	8508666	0268	4/2/1965	186,731.00	2,240,772.00	23/07/2012
165.	20012181	0269	12/18/1977	78,039.00	936,468.00	21/8/12
166.	2564004	0274	6/12/1958	218,699.00	2,624,388.00	30/8/2012

167.	25281694	0276	4/25/1987	37,901.00	454,812.00	3/9/2012
168.	22815962	0277	2/16/1983	53,009.00	636,108.00	3/9/2012
169.	8731893	0278	12/22/1965	151,308.00	1,815,696.00	3/9/2012
170.	4158586	0281	1/30/1963	250,668.00	3,008,016.00	14/9/2012
171.	21207301	0282	7/11/1978	45,200.00	542,400.00	1/11/2012
172.	2771504	0283	2/11/1959	283,087.00	3,397,044.00	26/11/2012
173.	1680971	0285	1/22/1953	536,226.00	6,434,712.00	30/11/2012
174.	22132022	0286	8/7/1981	137,736.00	1,652,832.00	28/08/2013
175.	22258845	0287	15/1/1980	133,212.00	1,598,544.00	11/3/2013
176.	25205068	0289	1/5/1987	65,930.00	791,160.00	11/3/2013
177.	25069229	0290	4/5/1987	62,004.00	744,048.00	20/5/2013
178.	23724244	0291	25/4/1983	62,004.00	744,048.00	20/5/2013
179.	22016220	0292	18/3/1980	71,820.00	861,840.00	22/5/13
180.	25221788	0293	6/7/1987	65,930.00	791,160.00	3/6/2013
181.	24962963	0294	21/9/1985	62,004.00	744,048.00	3/6/2013
182.	23008864	0295	24/12/1983	57,328.00	687,936.00	3/6/2013
183.	9346164	0296	9/2/1969	82,552.00	990,624.00	3/6/2013
184.	21702215	0297	20/6/1979	64,499.00	773,988.00	3/6/2013
185.	23550225	0298	8/9/1984	58,899.00	706,788.00	3/6/2013
186.	22292502	0300	20/11/1981	65,930.00	791,160.00	4/6/2013
187.	22396715	0301	7/6/1981	63,967.00	767,604.00	17/6/2013

188.	10801669	0304	5/1/1970	100,696.00	1,208,352.00	17/6/2013
189.	4853192	0305	9/12/1963	155,461.00	1,865,532.00	1/7/2013
190.	10468539	0307	5/15/1972	82,552.00	990,624.00	1/7/2013
191.	22190527	0308	2/3/1980	146,784.00	1,761,408.00	12/7/2013
192.	25181432	0309	18/9/1986	39,873.00	478,476.00	19/08/2013
193.	23641615	0310	9/1/1983	40,938.00	491,256.00	19/08/2013
194.	13858302	0312	10/4/1976	146,784.00	1,761,408.00	19/08/2013
195.	0675027	0313	4/8/1959	189,623.00	2,275,476.00	26/08/2013
196.	9970057	0314	1/1/1969	146,784.00	1,761,408.00	21/08/2013
197.	23176437	0315	9/26/1982	128,440.00	1,541,280.00	23/08/2013
198.	27844290	0316	11/5/1989	49,475.00	593,700.00	27/08/2013
199.	20130270	0317	4/16/1977	133,212.00	1,598,544.00	1/8/2013
200.	24954026	0318	5/16/1987	121,616.00	1,459,392.00	29/08/2013
201.	22287877	0320	7/17/1978	55,758.00	669,096.00	26/08/2013
202.	11063276	0321	1/1/1972	206,563.00	2,478,756.00	14/08/2013
203.	2828397	0323	3/18/1963	139,915.00	1,678,980.00	1/11/2013
204.	21345325	0324	3/1/1976	128,440.00	1,541,280.00	18/09/2013
205.	6420745	0325	5/5/1955	244,275.00	2,931,300.00	3/9/2013
206.	14530487	0327	1/1/1976	133,212.00	1,598,544.00	4/11/2013
207.	6034476	0328	5/15/1954	160,357.00	1,924,284.00	2/9/2013
208.	13858375	0330	2/10/1976	189,623.00	2,275,476.00	28/08/2013

209.	10783723	0331	8/1/1970	178,330.00	2,139,960.00	9/12/2013
210.	10432243	0332	2/4/1969	160,357.00	1,924,284.00	4/9/2013
211.	10926181	0333	12/14/1970	58,077.00	696,924.00	5/9/2013
212.	10784158	0334	8/19/1970	146,784.00	1,761,408.00	6/9/2013
213.	23623087	0335	2/10/1983	137,736.00	1,652,832.00	9/9/2013
214.	5245065	0336	12/25/1949	189,623.00	2,275,476.00	10/9/2013
215.	22202392	0338	7/7/1979	49,475.00	593,700.00	10/9/2013
216.	252529968	0341	27/4/1987	49,475.00	593,700.00	12/8/2013
217.	8226182	0342	6/28/1962	133,212.00	1,598,544.00	2/10/2013
218.	21998002	0343	24/12/1979	189,623.00	2,275,476.00	18/09/2013
219.	2742615	0344	1/1/1962	160,357.00	1,924,284.00	10/10/2013
220.	11007938	0346	31/12/1969	137,736.00	1,652,832.00	5/9/2013
221.	0315205	0347	10/20/1954	133,212.00	1,598,544.00	26/6/2013
222.	2824782	0348	12/25/1962	206,563.00	2,478,756.00	1/10/2013
223.	22818606	0349	10/10/1979	133,212.00	1,598,544.00	22/10/2013
224.	20350382	0351	3/18/1978	146,784.00	1,761,408.00	1/11/2013
225.	207975522	0352	3/8/1977	137,736.00	1,652,832.00	1/11/2013
226.	22148486	0355	5/27/1980	50,182.00	602,184.00	4/11/2013
227.	22606119	0356	1/1/1983	249,727.00	2,996,724.00	11/11/2013
228.	8351062	0357	10/6/1946	117,213.00	1,406,556.00	15/11/2013
229.	26874383	0360	3/19/1968	189,623.00	2,275,476.00	1/11/2013

230.	22332465	0362	6/9/1981	128,688.00	1,544,256.00	6/1/2014
231.	10843884	0366	2/21/1970	174,402.00	2,092,824.00	21/01/2014
232.	11048938	0367	10/30/1970	138,462.00	1,661,544.00	17/06/2014
233.	5959255	0369	11/17/1966	142,260.00	1,707,120.00	4/8/2014
234.	22700421	0370	8/12/1981	206,563.00	2,478,756.00	15/08/2014
235.	12424148	0371	8/21/1973	186,501.00	2,238,012.00	10/9/2014
236.	9560356	0373	6/23/1969	78,039.00	936,468.00	19/9/2014
237.	0249663	0375	31/1/1959	259,889.00	3,118,668.00	8/10/2014
238.	24062110	0376	5/14/1981	64,499.00	773,988.00	1/12/2014
239.	13465557	0377	4/30/1975	28,208.00	338,496.00	2/3/2015
240.	21705115	0378	9/9/1978	29,711.00	356,532.00	13/04/2015
241.	11443322	0379	7/4/1972	29,711.00	356,532.00	27/04/2015
242.	9098901	0380	8/30/1968	186,731.00	2,240,772.00	27/04/2015
243.	11302080	0381	11/12/1972	206,563.00	2,478,756.00	4/5/2015
244.	10919312	0382	11/20/1971	142,260.00	1,707,120.00	20/04/2015
245.	4412559	0384	12/25/1964	82,552.00	990,624.00	2/6/2015
246.	24090855	0385	6/7/1984	58,077.00	696,924.00	2/6/2015
247.	10540083	0386	1/7/1969	112,964.00	1,355,568.00	2/6/2015
248.	22082614	0387	11/27/1978	45,200.00	542,400.00	2/6/2015
249.	22327756	0388	6/22/1981	218,699.00	2,624,388.00	2/6/2015
250.	10885287	0389	8/1/1969	69,012.00	828,144.00	22/6/2015

251.	22225654	0390	1/21/1980	62,004.00	744,048.00	2/6/2015
252.	10163424	0393	11/22/1969	78,039.00	936,468.00	1/7/2015
253.	24190079	0394	10/22/1984	49,475.00	593,700.00	2/7/2015
254.	24117935	0395	5/31/1985	30,401.00	364,812.00	1/8/2015
255.	27596424	0396	12/1/1987	29,711.00	356,532.00	1/8/2015
256.	29160570	0398	5/10/1992	26,006.00	312,072.00	1/8/2015
257.	10706820	0399	1/9/1971	32,276.00	387,312.00	1/8/2015
258.	26360084	0400	3/10/1989	26,006.00	312,072.00	1/8/2015
259.	23749521	0401	4/9/1971	22,492.00	269,904.00	1/8/2015
260.	11048619	0402	1/1/1971	24,452.00	293,424.00	1/8/2015
261.	23954417	0403	4/23/1983	26,006.00	312,072.00	1/8/2015
262.	10009341	0404	12/15/1969	26,006.00	312,072.00	1/8/2015
263.	21982358	0406	12/29/1979	26,449.00	317,388.00	1/8/2015
264.	24734256	0407	4/10/1986	29,711.00	356,532.00	1/8/2015
265.	20816443	0409	3/6/1975	24,452.00	293,424.00	1/8/2015
266.	27755667	0410	12/20/1989	30,527.00	366,324.00	1/8/2015
267.	20107877	0411	6/11/1975	27,474.00	329,688.00	1/8/2015
268.	22743164	0412	1/3/1980	29,711.00	356,532.00	1/8/2015
269.	24546692	0414	7/20/1986	26,006.00	312,072.00	1/8/2015
270.	11300801	0415	10/28/1972	24,452.00	293,424.00	1/8/2015
271.	24226823	0417	8/24/1985	26,006.00	312,072.00	1/8/2015

272.	29391061	0418	6/12/1992	26,006.00	312,072.00	1/8/2015
273.	22411821	0419	11/22/1980	29,711.00	356,532.00	1/8/2015
274.	25707155	0420	1/1/1986	28,942.00	347,304.00	1/8/2015
275.	10009719	0421	4/14/1969	26,006.00	312,072.00	1/8/2015
276.	22803359	0422	10/8/1982	27,474.00	329,688.00	1/8/2015
277.	14725376	0423	12/12/1977	28,896.00	346,752.00	1/8/2015
278.	26532539	0424	7/7/1986	24,452.00	293,424.00	1/8/2015
279.	20677270	0426	5/7/1978	27,474.00	329,688.00	1/8/2015
280.	14643714	0427	1/1/1976	26,006.00	312,072.00	1/8/2015
281.	14304253	0428	4/4/1968	29,711.00	356,532.00	1/8/2015
282.	26213083	0429	12/24/1986	34,547.00	414,564.00	1/8/2015
283.	23766774	0430	3/3/1985	34,547.00	414,564.00	1/8/2015
284.	24296985	0431	1/16/1986	40,287.00	483,444.00	1/8/2015
285.	1532337	0432	12/23/1956	43,193.00	518,316.00	1/8/2015
286.	26857035	0433	11/25/1987	40,287.00	483,444.00	1/8/2015
287.	9806894	0434	12/17/1968	29,711.00	356,532.00	1/8/2015
288.	20282988	0435	12/15/1976	24,452.00	293,424.00	1/8/2015
289.	6345413	436 (A)	4/17/1961	36,677.00	440,124.00	1/8/2015
290.	14442089	0437	9/15/1974	26,006.00	312,072.00	1/8/2015
291.	27648933	0438	2/2/1987	24,452.00	293,424.00	1/8/2015
292.	27504728	0439	1/3/1989	24,452.00	293,424.00	1/8/2015

293.	22067061	0441	12/15/1980	24,452.00	293,424.00	1/8/2015
294.	10693103	0442	10/10/1971	27,474.00	329,688.00	1/8/2015
295.	20516421	0443	5/8/1978	28,942.00	347,304.00	1/8/2015
296.	435703	0444	12/15/1956	20,532.00	246,384.00	1/8/2015
297.	20262281	0445	2/17/1978	50,182.00	602,184.00	1/8/2015
298.	23784070	0446	1/17/1985	33,213.00	398,556.00	1/8/2015
299.	23290226	0447	12/6/1983	59,985.00	719,820.00	11/8/2015
300.	24079115	0448	4/14/1984	121,120.00	1,453,440.00	1/10/2015
301.	25084123	0449	1/1/1986	33,213.00	398,556.00	2/11/2015
302.	24227046	0450	19/11/1984	32,276.00	387,312.00	2/11/2015
303.	23502231	0451	7/4/1982	112,964.00	1,355,568.00	10/11/2015
304.	28106801	0452	7/2/1991	109,317.00	1,311,804.00	8/10/2015
305.	3980574	0453	7/21/1962	225,093.00	2,701,116.00	1/12/2015
306.	21642751	0455	8/17/1979	124,524.00	1,494,288.00	2/12/2015
307.	11132933	0456	10/23/1972	124,163.00	1,489,956.00	1/12/2015
308.	3651967	0457	1/1/1956	206,563.00	2,478,756.00	20/1/2016
309.	20353772	0458	1/6/1976	142,712.00	1,712,544.00	22/1/2016
310.	10842448	0459	11/7/1970	137,736.00	1,652,832.00	1/2/2016
311.	23848644	0460	5/15/1984	124,163.00	1,489,956.00	1/2/2016
312.	214619014	0461	3/28/1978	56,114.00	673,368.00	19/2/2016
313.	21661791	0462	4/27/1978	41,701.00	500,412.00	1/2/2016

314.	12506632	0463	4/30/1974	64,499.00	773,988.00	1/3/2016
315.	26270350	0464	6/1/1986	69,012.00	828,144.00	1/3/2016
316.	21969723	0465	9/23/1978	58,077.00	696,924.00	7/3/2016
317.	24573066	0466	8/10/1986	52,616.00	631,392.00	7/3/2016
318.	22180180	0467	12/25/1975	49,475.00	593,700.00	7/3/2016
319.	22014817	0468	4/15/1979	37,743.00	452,916.00	5/4/2016
320.	22895726	0469	4/4/1982	59,985.00	719,820.00	4/4/2016
321.	27248553	0470	2/8/1989	52,616.00	631,392.00	11/4/2016
322.	24666697	0471	12/10/1984	167,037.00	2,004,444.00	1/4/2016
323.	24333415	0472	6/8/1986	124,163.00	1,489,956.00	25/04/2016
324.	21696505	0473	9/13/1978	137,736.00	1,652,832.00	26/04/2016
325.	22671242	0474	2/8/1983	31,338.00	376,056.00	27/4/2016
326.	20835968	0475	9/18/1976	90,484.00	1,085,808.00	27/4/2016
327.	26356601	0476	10/16/1988	36,677.00	440,124.00	18/5/2016
328.	22527876	0477	11/15/1982	124,163.00	1,489,956.00	2/6/2016
329.	13597748	0478	17/4/1975	137,736.00	1,652,832.00	10/5/2016
330.	11230439	0479	11/26/1970	124,163.00	1,489,956.00	10/5/2016
331.	22210296	0480	6/5/1980	137,736.00	1,652,832.00	9/5/2016
332.	23668233	0481	4/12/1984	64,499.00	773,988.00	9/5/2016
333.	28940291	0482	2/26/1992	52,616.00	631,392.00	9/5/2016
334.	25082380	0483	12/12/1987	96,632.00	1,159,584.00	3/5/2016

335.	24903491	0484	8/5/1986	120,791.00	1,449,492.00	3/5/2016
336.	20479233	0485	1/31/1978	124,163.00	1,489,956.00	9/5/2016
337.	23677408	0486	8/24/1984	35,088.00	421,056.00	9/5/2016
338.	BN863864	0487	1/23/1987	52,616.00	631,392.00	10/5/2016
339.	24696409	0488	1/2/1985	124,524.00	1,494,288.00	4/5/2016
340.	12674023	0489	11/18/1973	128,688.00	1,544,256.00	3/5/2016
341.	22478351	0490	9/12/1981	55,758.00	669,096.00	3/5/2016
342.	20309160	0491	4/6/1978	137,736.00	1,652,832.00	16/5/2016
343.	24379552	0492	1/21/1984	44,763.00	537,156.00	23/5/2016
344.	2299663	0493	1/21/1984	36,963.00	443,556.00	24/5/2016
345.	9228877	0494	12/29/1968	47,355.00	568,260.00	18/5/2016
346.	25153909	0496	8/11/1985	52,616.00	631,392.00	24/5/2016
347.	22479593	0497	9/1/1981	47,355.00	568,260.00	6/6/2016
348.	1816867	0498	10/22/1960	179,449.00	2,153,388.00	6/6/2016
349.	28284412	0499	9/8/1990	124,163.00	1,489,956.00	2/6/2016
350.	20250323	0501	6/26/1977	137,736.00	1,652,832.00	2/6/2016
351.	0642152	0502	6/1/1960	120,791.00	1,449,492.00	24/5/2016
352.	22612759	0504	3/15/1982	36,677.00	440,124.00	2/6/2016
353.	20358978	0505	12/12/1977	37,743.00	452,916.00	2/6/2016
354.	13185139	0506	10/24/1973	133,212.00	1,598,544.00	13/6/2016
355.	22860145	0508	6/10/1983	120,791.00	1,449,492.00	4/7/2016

356.	21649312	0509	11/3/1979	90,512.80	1,086,153.60	4/7/2016
357.	23077817	0510	7/11/1983	36,677.00	440,124.00	10/7/2016
358.	10384195	0511	10/8/1969	129,962.00	1,559,544.00	1/7/2016
359.	13605662	0513	1/1/1974	116,966.00	1,403,592.00	13/7/2016
360.	2702064	0514	10/20/1959	133,212.00	1,598,544.00	1/8/2016
361.	10808828	0515	2/8/1969	229,710.00	2,756,520.00	1/8/2016
362.	11136154	0516	7/22/1972	133,212.00	1,598,544.00	10/8/2016
363.	11089201	0518	28/12/1973	155,833.00	1,869,996.00	8/8/2016
364.	25888943	0519	8/20/1984	32,276.00	387,312.00	24/09/2016
365.	11549905	0520	5/20/1972	192,551.00	2,310,612.00	12/9/2016
366.	25253339	0521	10/10/1987	56,114.00	673,368.00	3/10/2016
367.	27623150	0522	3/16/1988	32,158.00	385,896.00	3/10/2016
368.	20322017	0524	5/16/1978	56,114.00	673,368.00	3/10/2016
369.	22367447	0525	6/21/1982	56,114.00	673,368.00	10/10/2016
370.	23836822	0526	8/24/1984	56,114.00	673,368.00	1/11/2016
371.	24044762	0527	4/24/1985	133,212.00	1,598,544.00	9/11/2016
372.	9836576	0528	11/15/1968	133,212.00	1,598,544.00	14/11/2016
373.	10033268	0529	1/28/1970	133,212.00	1,598,544.00	5/12/2016
374.	22013058	0530	8/1/1979	133,212.00	1,598,544.00	1/12/2016
375.	8537288	0531	4/4/1965	160,357.00	1,924,284.00	6/12/2016
376.	7374852	0532	11/24/1965	133,212.00	1,598,544.00	7/12/2016

377.	9223901	0533	9/9/1968	133,212.00	1,598,544.00	7/12/2016
378.	10431619	0534	12/12/1969	133,212.00	1,598,544.00	3/1/2017
379.	10445210	0535	12/14/1969	137,736.00	1,652,832.00	3/1/2017
380.	11809213	0536	1/26/1974	155,833.00	1,869,996.00	10/1/2017
381.	22959491	0537	12/12/1982	52,187.00	626,244.00	1/3/2017
382.	10396983	0538	8/27/1970	125,713.00	1,508,556.00	8/2/2017
383.	26699264	0539	2/20/1989	51,046.00	612,552.00	3/4/2017
384.	20039158	0540	1/10/1978	129,962.00	1,559,544.00	3/4/2017
385.	32313239	0541	4/4/1995	35,088.00	421,056.00	24/4/2017
386.	23450529	0542	10/1/1982	35,088.00	421,056.00	8/5/2017
387.	12879909	0543	5/28/1975	69,012.00	828,144.00	2/6/2017
388.	24400387	0544	9/8/1984	132,316.00	1,587,792.00	5/6/2017
389.	25924737	0545	9/19/1988	49,475.00	593,700.00	2/6/2017
390.	0446848	0546	5/15/1957	250,668.00	3,008,016.00	3/7/2017
391.	22961510	0547	1/16/1984	36,677.00	440,124.00	3/7/2017
392.	29638969	0548	2/14/1993	101,667.00	1,220,004.00	10/7/2017
393.	29630977	0549	8/1/1992	101,667.00	1,220,004.00	18/7/2017
394.	28992116	0550	7/24/1992	101,667.00	1,220,004.00	18/7/2017
395.	28964843	0551	2/25/1992	59,985.00	719,820.00	1/8/2017
396.	23928004	0552	7/4/1984	100,696.00	1,208,352.00	1/8/2017
397.	13208847	0553	11/11/1973	80,295.00	963,540.00	1/9/2017

398.	9950188	0554	7/13/1967	128,688.00	1,544,256.00	13/10/2017
399.	31869301	0556	3/2/1995	59,985.00	719,820.00	17/11/2017
400.	25293875	0557	9/23/1986	49,475.00	593,700.00	21/11/2017
401.	23789817	0558	1/18/1984	49,475.00	593,700.00	1/12/2017
402.	12924097	0559	9/24/1973	236,382.00	2,836,584.00	1/12/2017
403.	12462121	0560	3/14/1974	80,295.00	963,540.00	1/12/2017
404.	27875780	0561	1/2/1990	49,475.00	593,700.00	13/12/2017
405.	7017495	0562	9/3/1966	113,141.00	1,357,692.00	3/1/2018
406.	9229163	0563	11/8/1968	109,317.00	1,311,804.00	8/1/2018
407.	10550448	0564	8/8/1969	124,163.00	1,489,956.00	9/1/2018
408.	22130895	0566	9/23/1981	121,463.00	1,457,556.00	1/2/2018
409.	28373139	0567	6/1/1991	49,475.00	593,700.00	1/2/2018
410.	25228755	0568	11/24/1985	49,475.00	593,700.00	17/1/2018
411.	27990616	0569	8/5/1989	49,475.00	593,700.00	17/1/2018
412.	26055098	0571	3/19/1988	49,475.00	593,700.00	17/1/2018
413.	22120583	0572	12/8/1978	32,276.00	387,312.00	1/17/2018
414.	26093374	0573	10/13/1988	32,276.00	387,312.00	1/17/2018
415.	28800805	0574	11/25/1990	32,276.00	387,312.00	17/1/2018
416.	27976881	0575	3/14/1990	34,151.00	409,812.00	17/1/2018
417.	22238037	0576	10/10/1980	34,151.00	409,812.00	17/1/2018
418.	22190058	0577	7/7/1980	32,276.00	387,312.00	1/17/2018

419.	25050792	0578	1/12/1987	28,896.00	346,752.00	1/17/2018
420.	24485305	0579	6/19/1985	26,006.00	312,072.00	17/1/2018
421.	7897325	0580	12/27/1967	26,006.00	312,072.00	17/1/2018
422.	22500986	0581	12/1/1980	26,006.00	312,072.00	17/1/2018
423.	23520023	0582	8/26/1980	23,145.00	277,740.00	17/1/2018
424.	27931745	0583	10/29/1989	26,006.00	312,072.00	17/1/2018
425.	22503464	0584	8/6/1980	23,804.00	285,648.00	17/1/2018
426.	23483140	0585	3/18/1981	25,105.00	301,260.00	17/1/2018
427.	33238134	0586	10/18/1996	23,145.00	277,740.00	17/1/2018
428.	25094507	0587	3/31/1985	23,145.00	277,740.00	17/1/2018
429.	13504349	0588	12/6/1975	23,804.00	285,648.00	17/1/2018
430.	10707666	0590	1/1/1968	20,368.00	244,416.00	17/1/2018
431.	10694354	0591	11/21/1968	21,839.00	262,068.00	17/1/2018
432.	27736149	0592	2/17/1988	34,151.00	409,812.00	17/1/2018
433.	10731978	0594	7/24/1967	90,484.00	1,085,808.00	17/1/2018
434.	28511860	0595	8/6/1990	49,475.00	593,700.00	17/1/2018
435.	28722981	0596	12/22/1991	49,475.00	593,700.00	17/1/2018
436.	24665458	0597	3/12/1983	23,804.00	285,648.00	17/1/2018
437.	1506176	0599	12/18/1962	206,563.00	2,478,756.00	17/1/2018
438.	27193054	0600	17/05/1987	109,317.00	1,311,804.00	8/20/2018
439.	27850527	0601	6/5/1990	121,463.00	1,457,556.00	3/5/2019

440.	25559023	0602	5/5/1984	56,114.00	673,368.00	5/8/2019
441.	31839862	0603	18/07/1992	36,677.00	440,124.00	10/6/2019
442.	26450828	0604	12/12/1988	36,677.00	440,124.00	6/6/2019
443.	13658314	0605	2/5/1975	146,784.00	1,761,408.00	18/06/2019
444.	28205574	0606	11/7/1990	117,213.00	1,406,556.00	2/9/2019
445.	28353821	0607	2/7/1991	54,151.00	649,812.00	7/10/2019
446.	27579932	0608	7/10/1989	41,701.00	500,412.00	1/10/2019
447.	22990452	0609	16/10/1983	119,639.00	1,435,668.00	3/10/2019
448.	22806847	0610	5/3/1983	119,639.00	1,435,668.00	11/11/2019
449.	22296228	0611	24/12/1980	119,639.00	1,435,668.00	11/11/2019
450.	22158231	0612	20/10/1980	119,639.00	1,435,668.00	12/11/2019
451.	22122808	0613	15/6/1980	93,888.00	1,126,656.00	15/11/2019
452.	20574729	0614	9/9/1978	128,688.00	1,544,256.00	2/10/2019
453.	32771023	0615	3/1/1995	59,985.00	719,820.00	8/10/2019
454.	32009983	0616	30/12/1993	59,985.00	719,820.00	2/12/2019
455.	14666328	0617	5/12/1975	119,639.00	1,435,668.00	2/12/2019
456.	26090795	0618	8/8/1987	119,639.00	1,435,668.00	6/1/2020
457.	22120381	0619	16/3/1981	93,888.00	1,126,656.00	6/1/2020
458.	23948585	0620	23/12/1984	93,888.00	1,126,656.00	6/1/2020
459.	8399905	0621	30/12/1966	183,977.00	2,207,724.00	6/1/2020
460.	2730039	0622	4/12/1960	250,668.00	3,008,016.00	16/12/2019

461.	25819204	0623	20/01/1987	93,888.00	1,126,656.00	19/12/2019
462.	33113544	0624	19/12/1994	62,242.00	746,904.00	9/1/2020
463.	5951177	0625	3/8/1965	160,357.00	1,924,284.00	10/1/2020
464.	21365313	0627	8/6/1977	160,357.00	1,924,284.00	3/2/20
465.	24173129	0629	7/5/1985	93,888.00	1,126,656.00	10/2/20
466.	6611493	0630	4/1/1964	170,401.00	2,044,812.00	13/2/20
467.	28462611	0631	8/29/1991	44,763.00	537,156.00	2/3/2020
468.	28773202	0632	7/7/1991	44,763.00	537,156.00	1/9/2020
469.	26928760	0633	8/7/1989	44,763.00	537,156.00	1/9/2020
470.	28106330	0634	9/1/1988	44,763.00	537,156.00	1/9/2020
471.	24404750	0635	11/23/1984	40,287.00	483,444.00	1/9/2020
472.	31259031	0636	12/8/1994	34,547.00	414,564.00	9/1/2020
473.	29247837	0637	3/17/1992	30,401.00	364,812.00	1/9/2020
474.	13236229	0638	4/1/1974	30,401.00	364,812.00	1/9/2020
475.	23954405	0639	2/4/1979	21,186.00	254,232.00	1/9/2020
476.	22488783	0640	8/29/1979	23,804.00	285,648.00	1/9/2020
477.	29596032	0641	7/1/1992	44,763.00	537,156.00	1/9/2020
478.	29557408	0642	2/15/1993	44,763.00	537,156.00	9/1/2020
479.	23767509	0643	8/20/1981	34,547.00	414,564.00	1/9/2020
480.	24957853	0644	7/25/1985	30,401.00	364,812.00	1/9/2020
481.	28550561	0645	10/2/1991	26,449.00	317,388.00	1/9/2020

482.	23171022	0646	11/23/1982	23,804.00	285,648.00	1/9/2020
483.	22073384	0647	27/11/1978	30,401.00	364,812.00	1/9/2020
484.	14668102	0648	12/31/1975	21,186.00	254,232.00	1/9/2020
485.	24411269	0649	5/25/1984	21,186.00	254,232.00	1/9/2020
486.	30443833	0650	6/12/1993	21,186.00	254,232.00	1/9/2020
487.	11118811	0651	1/1/1969	21,186.00	254,232.00	1/9/2020
488.	12718305	0652	5/9/1973	30,401.00	364,812.00	1/9/2020
489.	30266873	0653	7/1/1993	101,667.00	1,220,004.00	12/8/2020
490.	21122744	0654	7/12/1978	23,804.00	285,648.00	4/9/2021
491.	24617860	0655	17/11/1984	115,115.00	1,381,380.00	4/1/2021
492.	21540410	0656	28/01/1978	115,115.00	1,381,380.00	5/3/2021
493.	21770066	0657	4/2/1979	193,124.00	2,317,488.00	5/3/2021
494.	30991827	0658	3/30/1994	124,524.00	1,494,288.00	21/2/2021
495.	22875680	TPY0107	2/9/1980	18,068.00	216,816.00	8/2/2021
496.	30320869	TPY0117	2/3/1994	18,068.00	216,816.00	2/8/2018
497.	22111065	TPY0118	4/26/1981	18,068.00	216,816.00	2/8/2018
498.	30811751	TPY0119	11/22/1980	20,532.00	246,384.00	2/8/2018
499.	32363235	TPY0126	6/5/1994	33,481.00	401,772.00	11/8/2018
500.	32600912	TPY0127	5/3/1995	33,481.00	401,772.00	22/10/2020
501.	22867494	TPY0128	12/12/1979	25,633.00	307,596.00	23/10/2020
502.	33310733	TPY0129	4/8/1996	33,481.00	401,772.00	11/2/2020

503.	33408386	TPY0130	8/1/1994	33,481.00	401,772.00	11/2/2020
504.	25489340	TPY0131	1/1/1986	23,070.00	276,840.00	11/2/2020
505.	29008357	TPY0132	1/1/1991	29,464.00	353,568.00	11/2/2020
506.	20083152	TPY0133	12/8/1976	25,633.00	307,596.00	11/2/2020
507.	126350527	TPY0135	9/3/1988	29,464.00	353,568.00	11/4/2020
508.	25203417	TPY0136	25/9/1986	43,193.00	518,316.00	1/4/2021
509.	27387860	TPY0137	13/02/1986	29,464.00	353,568.00	1/6/2021
510.	32816408	TPY0138	16/05/1996	38,873.00	466,476.00	9/3/2021
511.	24871747	TPY0139	15/05/1986	20,532.00	246,384.00	10/3/2021
512.	2724796	TPY0140	5/8/1962	29,464.00	353,568.00	9/3/2021
513.	32464648	TPY0141	21/04/1993	20,532.00	246,384.00	9/3/2021
514.	33879674	TPY0142	5/1/1997	25,633.00	307,596.00	18/3/2021
515.	33909232	TPY0143	5/2/1996	20,532.00	246,384.00	16/03/2021
516.	30463708	TPY0144	9/3/1993	38,873.00	466,476.00	18/03/2021
517.	26956698	TPY0145	28/8/1989	43,193.00	518,316.00	29/03/2021
518.	13662952	TPY0146	1/30/1975	43,193.00	518,316.00	8/4/2021
519.	28625957	TPY0147	2/10/1991	23,070.00	276,840.00	11/3/2021
520.	29355982	TPY0148	11/20/1991	25,633.00	307,596.00	11/1/2021
521.	28511303	TPY0149	5/15/1990	43,193.00	518,316.00	10/26/2021
522.	21926066	TPY0150	6/29/1980	20,532.00	246,384.00	11/1/2021
523.	24701123	TPY0151	11/12/1986	25,633.00	307,596.00	10/22/2021

524.	21882821	TPY0152	6/16/1979	23,070.00	276,840.00	11/1/2021
525.	27099927	RP10	29/01/1987	44,763.00	537,156.00	11/1/2021
526.	28553942	RP11	7/12/1990	59,985.00	719,820.00	9/1/2020
527.	24463755	RP13	6/15/1985	100,696.00	1,208,352.00	9/8/2017
528.	24664853	RP23	15/07/1986	82,552.00	990,624.00	18/12/2019
529.	23086394	RP27	16/10/1982	108,714.00	1,304,568.00	2/2/2020
530.	29345705	RP39	9/3/1991	25,272.00	303,264.00	1/4/2021

Notes for Preparing the Schedule of Requirements

1. Objectives

The objectives of the Schedule of Requirements are:

- To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing **Insurance Policies**.

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

2. List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

- Insurance Item N 1. Office Building (Give full Descriptions of the required item to be insured) and contingencies to be covered.

Name and location of the building Number of Floors _____ Estimated _____

Complete with _____ Construction _____

2. Insurance Item N10. Goods on transit (Give full Descriptions of the required Goods).

Description of Goods value of the Goods Location where they are Final destination Mode of transport _____ Duration _____

Contingencies to be insured _____ (fire, theft, loss of a sinking vessel, etc.) Etc.

3. SCHEDULE OF REQUIREMENTS

[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4 and the Tenderer shall complete columns 5- 7 as his/her Tender].

1	2	3	4	5	6	7	8
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 6-7)
No 1							
No 2							
No 3							

Name of Tenderer.....*[insert complete name of Tenderer]*

Signature of Tenderer.....*[signature of person signing the Tender]*

Date*[insert date]*

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

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 Clause 1 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;
- l) "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, e t c

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 be entitled 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 insolvent 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 Attachment 1 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

8 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 firm

- 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 by the 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 it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

- 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	<p>The Parties to the Contract are:</p> <p>The Procuring Entity is _____</p> <p>The Insurance Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>For notices, the Procuring Entity's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Postal address (full postal address)</p> <p>Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>)</p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Insurance Provider: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date _____</p> <p>Completion or Expiry Date _____</p> <p>Duration of the coverage _____</p>
3.2.3 (c)	<p>After the termination of this Contract, the activities are:</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made in one lump sum on contract signature</p> <p>or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____% per month.</p>
8.4.1	<p>The rules of procedure for arbitration proceedings with a foreign Insurance Provider shall be as follows:</p> <p><i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i) <i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

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 dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

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

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]