



**TENDER FOR PROVISION OF GENERAL INSURANCE COVER**

**Tender No. KUCCPS/ONT/ 03/2018-2021**

**CLOSING DATE: TUESDAY, 29<sup>TH</sup> JANUARY 2018**

**TIME: 12.00 NOON**

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**SECTION I: INVITATION FOR TENDER**

**DATE: 15.01.2019**

**TENDER REF. NO:** KUCCPS/ONT/03/2018-2021

**TENDER NAME:** PROVISION OF GENERAL INSURANCE COVER

1.1 KUCCPS now invites sealed bids from eligible Suppliers for **Provision of General Insurance Cover**: Bidding will be conducted through the procedures specified in the Public Procurement and Asset Disposal Act 2015 and is open to eligible bidders.

1.2 Interested eligible Bidders may obtain further information and inspect the Bidding Documents at the Supply Chain office situated at:

**KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE,  
1ST NGONG' AVENUE  
P.O BOX 105166 - 00101,  
NAIROBI**

**TEL NO: 0723954927, 0734879662**

**EMAIL: [supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke)**

On normal working days on Monday to Friday between 8:00am and 5:00pm except on Public Holidays and weekends or download the document from our website [www.kuccps.ac.ke](http://www.kuccps.ac.ke). Documents downloaded are free of charge and bidders are advised to register their bid documents at the Procurement Office or via email at [supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke) (Refer to registration form in the tender document)

1.3 A complete set of Bidding Document(s) in English (hardcopy) may be purchased by eligible Bidders upon payment of a non-refundable fee of Kenya Shillings 1,000 (One thousand Kenya Shillings). The method of payment is i) cash or by banker's cheque payable to "Kenya Universities and Colleges Central Placement Service

**Kenya Shillings Account**

**Account Name:** Kenya Universities and Colleges Central Placement Service

**Bank Name and Branch:** Kenya Commercial Bank, University Way.

**Account Number:** 1151285021

1.4 Completed serialized/paginated bidding documents one original and a copy in plain sealed envelopes clearly marked on top with the Tender Number and description and accompanied by a Bid security KSHS. 100,000.00 in a freely convertible currency from Commercial

Banks or Insurance Companies (Approved by Insurance Regulatory Authority and Public procurement Regulatory Authority) and should be addressed to:

**THE CHIEF EXECUTIVE OFFICER,  
KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE,  
P.O BOX 105166-00101,**

## **NAIROBI**

and must be deposited in the Tender Box at the Reception on the 3rd Floor KUCCPS ACK GARDENS,COMMUNITY so as to be received on or before 29<sup>th</sup> January,2019. Bulky tenders can be handed over to KUCCPS, Supply Chain Management office for registration and safe keeping till the tender opening date.

- 1.5Bids will be opened promptly in public and in the presence of Bidders' and/ or representatives who choose to attend the opening at KUCCPS BOARD ROOM at 12.00 noon Local time on 29<sup>th</sup> January,2019.
  
- 1.6Late bids, portion of bids, bids not received, bids not opened and not readout in public at the bid open ceremony shall not be accepted for evaluation irrespective of circumstances.

**REGISTRATION FORM FOR ONLINE TENDERES/BIDDERS/SUPPLIERS**

Tender No. **KUCCPS/ONT/03/2018-2021 FOR PROVISION OF STAFF GENERAL INSURANCE COVER**

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from KUCCPS website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts:.....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

[supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke)

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1: ELIGIBLE TENDERERS**

- 2.1.1: This Invitation for **PROVISION OF GENERAL INSURANCE COVER** Is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2: **KUCCPS DIRECTORS, COMMITTEE MEMBERS, BOARD MEMBERS AND THEIR RELATIVES (SPOUSE AND CHILDREN)** are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3: Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Placement Service to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4: Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2: COST OF TENDERING**

- 2.2.1: The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Placement Service, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2: The price to be charged for the **TENDER DOCUMENT SHALL BE KSHS.1, 000/=**
- 2.2.3: **KUCCPS** shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3: CONTENTS OF TENDER DOCUMENT**

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

- a) Instructions to Tenderers**
- b) General Conditions of Contract**
- c) Special Conditions of Contract**
- d) Details of Insurance Cover**
- e) Form of Tender**
- f) Price Schedules**
- g) Contract Form**
- h) Confidential Business Questionnaire Form**
- i) Tender security Form**
- j) Performance security Form**

**k) Oaths and Statutory Declaration Form**  
**l) Bank Guarantee for Advance Payment**

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

**2.4: CLARIFICATION OF TENDER DOCUMENTS**

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

2.4.2: KUCCPS shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3: Preference where allowed in the evaluation of tenders **SHALL NOT EXCEED 15%**

**2.5: AMENDMENT OF TENDER DOCUMENTS**

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

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

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

**2.6: LANGUAGE OF TENDERS**

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

**2.7: DOCUMENTS COMPRISING THE TENDER**

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

## **2.8: FORM OF TENDER**

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

## **2.9: TENDER PRICES**

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

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

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

## **2.10: TENDER CURRENCIES**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11 TENDERERS ELIGIBILITY AND QUALIFICATIONS**

2.11.1: Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2: The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KUCCPS's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12: TENDER SECURITY**

2.12.1: The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2: The tender security shall be KSHS.100,000.00.



2.12.3: The tender security is required to protect KUCCPS against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4: The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and **SHALL BE IN THE FORM OF A BANK GUARANTEE.**

2.12.5: Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by The Placement Services as non-responsive, pursuant to paragraph 2.20.5

2.12.6: Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty **(30)** days after the expiration of the period of tender validity

2.12.7: The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8: The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity.

(b) In the case of a successful tenderer, if the tenderer fails:

**(i) To sign the contract in accordance with paragraph 2.29 or**

**(ii) To furnish performance security in accordance with paragraph 2.30.**

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

## **2.13: VALIDITY OF TENDERS**

2.13.1: Tenders shall remain valid for **90 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KUCCPS as non-responsive.

2.13.2: In exceptional circumstances, KUCCPS may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14: FORMAT AND SIGNING OF TENDERS**

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

## **2.15: SEALING AND MARKING OF TENDERS**

2.15.1: The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL TENDER**” and “**COPY OF TENDER**”. The envelopes shall then be sealed in an outer envelope.

2.15.2: The inner and outer envelopes shall:

- (a) Be addressed to:

**The Chief Executive Officer,  
Kenya Universities and Colleges Central Placement Service,  
P.O Box 105166 - 00101,  
Nairobi.**

(b) Bear, **KUCCPS/ONT/03/2018-2021**, the Invitation For Tenders (IFT) and the words: “**DO NOT OPEN BEFORE 12.00 noon on 29<sup>th</sup> January, 2019.**”

2.15.3: The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “**late**”.

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

## **2.16: DEADLINE FOR SUBMISSION OF TENDERS**

2.16.1 Tenders must be received by KUCCPS at the address specified under paragraph 2.15.2 not later than 12.00 noon. On 29<sup>th</sup> January,2019.

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

2.16.3 Bulky tenders which will not fit the tender box shall be received by The Placement Service as provided for in the appendix.

## **2.17: MODIFICATION AND WITHDRAWAL OF TENDERS**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Placement Service prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18: OPENING OF TENDERS**

KUCCPS will open all tenders in the presence of tenderers' representatives who choose to attend, on **TUESDAY, 29<sup>TH</sup> JANUARY, 2019 AT 12:00 NOON** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Placement Service, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.2 KUCCPS will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19: CLARIFICATION OF TENDERS**

- 2.19.1: To assist in the examination, evaluation and comparison of tenders KUCCPS may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2: Any effort by the tenderer to influence KUCCPS in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20: PRELIMINARY EXAMINATION AND RESPONSIVENESS**

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

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 KUCCPS may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KUCCPS will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations Kenya Ferry Service's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Placement Service and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21: CONVERSION TO SINGLE CURRENCY**

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

## **2.22: EVALUATION AND COMPARISON OF TENDERS**

- 2.22.1 KUCCPS will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 KUCCPS' evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

**(a) Operational plan proposed in the tender;**

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

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

### **(a) Operational Plan**

KUCCPS requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than the Corporation's required delivery time will be treated as non-responsive and rejected.

### **(b) Deviation in payment schedule**

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in

tender price they wish to offer for such alternative payment schedule. KUCCPS may consider the alternative payment schedule offered by the selected tenderer.

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

### **2.23: CONTACTING KUCCPS**

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

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

### **2.24: POST-QUALIFICATION**

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

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

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

### **2.25: AWARD CRITERIA**

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

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

- (a) **Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.**
- (b) **Legal capacity to enter into a contract for procurement**
- (c) **Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.**
- (d) **Shall not be debarred from participating in public procurement.**

### **2.26: KUCCPS'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS**

2.26.1 **KUCCPS** reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the

grounds for Company's action. If KUCCPS determines that none of the tenders is responsive, The Company shall notify each tenderer who submitted a tender.

2.26.2 KUCCPS shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within **(14)** days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27: NOTIFICATION OF AWARD**

2.27.1 Prior to the expiration of the period of tender validity, KUCCPS will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KUCCPS pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KUCCPS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28: SIGNING OF CONTRACT**

2.28.1 At the same time as KUCCPS notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 **Within fourteen (14) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KUCCPS.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within **(30)** days from the date of notification of contract award unless there is an administrative review request.

## **2.29: PERFORMANCE SECURITY**

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

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

## 2.30: CORRUPT OR FRAUDULENT PRACTICES

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

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

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

### Appendix to Instructions To Tenderers (ITTs)

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

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>
2.1: Indicate Eligible Tenderers	<b>Insurance Company, Insurance Brokers and Insurance Agents.</b>
2.12: Tender Security	<b>KSHS.100,000.00</b>
2.15.2 (b): State day, date and time of tender closing	<b>TUESDAY 29<sup>TH</sup> JANUARY,2019 AT 12:000</b>
2.16.3: Bulky Tenders	<b>Bulky tenders can be handed over to KUCCPS, Supply Chain Management office for registration and safe keeping till the tender opening date.</b>
2.16.1	<b>As 2.15.2 (b) above</b>
2.18.1	<b>As 2.15.2 (b) above</b>
2.22. The evaluation criteria	<b>See below</b>
2.28. Signing of contract	<b>The contract shall be awarded to and signed between the insurance company and KUCCPS</b>

### Management of the contract:

- (i) The company shall designate an officer (s) to supervise/manage the contract.
- (ii) The company shall designate an officer (s) who shall be the contract person(s).

- (iii) Where the contractor fails to settle claims to the satisfaction of the company, the contract shall be terminated at the option of the company (KUCCPS).



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

### **3.1: DEFINITIONS**

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

**“The Contract”** means the agreement entered into between KUCCPS and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

**“The Services”** means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KUCCPS under the Contract.

**“The Procuring entity”** means the organization procuring the services under this Contract

**“The Contractor”** means the organization or firm providing the services under this Contract.

**“GCC”** means the General Conditions of Contract contained in this section.

**“SCC”** means the Special Conditions of Contract

**“Day”** means calendar day

### **3.2: APPLICATION**

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

### **3.3: STANDARDS**

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

### **3.4: USE OF CONTRACT DOCUMENTS AND INFORMATION**

3.4.1 The Contractor shall not, without KUCCPS’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The Company in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

- 3.4.2: The Contractor shall not, without KUCCPS's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3: Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KUCCPS and shall be returned (all copies) to The Company on completion of the contract's or performance under the Contract if so required by The Company.

### **3.5: PATENT RIGHTS**

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

### **3.6: PERFORMANCE SECURITY**

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

### **3.7: DELIVERY OF SERVICES AND DOCUMENTS**

- 3.7.1: Delivery of the services shall be made by the Contractor in accordance with the terms specified by KUCCPS in the schedule of requirements and the special conditions of contract.

### **3.8: PAYMENT**

- 3.8.1: The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.8.2: Payment shall be made promptly by KUCCPS, but in no case later than sixty **(60) days** after submission of an invoice or claim by the contractor.

### **3.9. PRICES**

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

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

3.9.3: Price variation requests shall be processed **within (30) days** of receiving the request.

### **3.10: ASSIGNMENT**

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

### **3.11: TERMINATION FOR DEFAULT**

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

3.11.2: if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KUCCPS.

3.11.3: If the Contractor fails to perform any other obligation(s) under the Contract

3.11.4: If the Contract in the judgment of KUCCPS has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.5: In the event where KUCCPS terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to KUCCPS for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12: TERMINATION FOR INSOLVENCY**

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

### **3.13: TERMINATION FOR CONVENIENCE**

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

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

### **3.14: RESOLUTION OF DISPUTES**

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

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

### **3.15: GOVERNING LANGUAGE**

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

### **3.16: APPLICABLE LAW**

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

### **3.17: FORCE MAJEURE**

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

### **3.18: NOTICES**

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

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 4.1. Clarification of Documents

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than Seven (7) days prior to the deadline for the submission of tenders.

### 4.2. Bidders Eligibility

The documentary evidence of the Bidders eligibility to tender shall include **proof of tax compliance** from Kenya Revenue Authority.

### 4.3. Bid documents

3.1 Bidding documents must be paginated/serialized

3.2 The bid documents submitted by the tenderer shall contain conclusive details of the terms and conditions of the policy tendered for.

3.2 The full details of the terms and conditions of the policy and/or policies tendered for shall be contained in the bid documents submitted by the tenderer which shall have no material variations to the policy document to be submitted by the underwriters.

### 4.4. Validity of Tenders

Tenders shall remain valid for 90 days.

### 4.5. Validity of bid security

The amount of tender security required is **Kshs. 100 ,000.00. (Kenya Shillings one Hundred Thousand)**. Tender Security must be valid thirty (30) days after the end of the tender validity period i.e. one twenty (120) days from the date of tender opening.

### 4.6. Prices to be quoted in Kenya Shillings.

### 4.7. **CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

4.7.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.

4.7.2 Must have done annual gross premiums in previous year of Kshs. 500 million.

4.7.3 Must have paid up capital of at least Kshs. 100 million.

4.7.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year and current.

4.7.5 Must submit a copy of the audited accounts for the past three years (2017, 2016 and 2015).

- 4.7.6 Must have total number of management staff of at least 10. No
- 4.7.7 Must submit copies of the following documents; (a) PIN Certificate
  - (b) Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
- 4.7.8 Must be a current member of the Association of Kenya Insurance (AKI) and submit relevant certificates as proof.

#### **4.8. CONDITIONS TO BE MET BY INSURANCE BROKER**

- 4.8.1 Must be registered with the Commissioner of Insurance for current year and a copy of the current license be submitted.
- 4.8.2 Must have a Bank guarantee of Kshs. 1 Million deposited with the Commissioner of Insurance and a Copy be submitted.
- 4.8.3 Must have a Professional Indemnity Insurance Cover of at least Kshs. 1 million and a copy be submitted.
- 4.8.4 Must give a list of 5 (five) reputable clients and the total clients premium in the previous year and current.
- 4.8.5 Must submit a copy of the audited accounts for the past three years (2017, 2016 and 2015).
- 4.8.6 Must be a current member of the Association of Insurance Brokers (AIB) (to be completed as appropriate).
- 4.8.7 Must have had a turnover of at least Kshs 30 million in the previous year's financial year.

#### **4.9. Terms and conditions of the Contract**

The terms and conditions contained in the contract document shall form part of the policy document issued to the Procuring entity by the underwriter awarded the insurance business.

#### **4.10. Signing of Contract**

25.1 The contract will be final and conclusive upon its signature by the two parties.

25.2 By signing the Contract Form the tenderer binds the underwriter to the terms and conditions set therein.

**CONTRACT AS RELATES TO THE GENERAL CONDITIONS OF CONTRACT**

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	<b>10 % of the total sum of contract</b>
3.7 Delivery of Services	<b>As per the Tender requirements</b>
3.8 Payment	<b>As per Insurance Act and/or the relevant terms and conditions to be defined and outlined in the Contract document</b>
3.16 Applicable law	<b>The Laws of Kenya</b>
3.18 Notices	<b>KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICES P.O. BOX 105166 – 00101, NAIROBI. EMAIL: <a href="mailto:info@kucps.ac.ke">info@kucps.ac.ke</a> or <a href="mailto:supplies@kucps.ac.ke">supplies@kucps.ac.ke</a></b>

## SECTION V - SCHEDULE OF REQUIREMENTS

### SCHEDULE OF INSURANCE REQUIREMENTS

Clearly indicate your annual Premium, any Special conditions, Insurer and any other remarks you may wish to state as follows: -

#### **TENDER NO. KUCCPS/ONT/03/2018-2021**

#### PROVISION OF GENERAL INSURANCE SERVICES

Item No	Description of Insurance cover	Total Premium	Insurer/ Underwriter	Excess
1	Burglary			
2	Motor Private Comprehensive			
3	Motor Commercial Comprehensive			
4	All Risks - Microsure			
5	Fidelity Guarantee			
6	Money			
7	Employer's Liability			
8	Group Life Insurance and WIBA PLUS			
9	Directors and Officers Liability Cover			
	Total Annual Premium			

### SCHEDULE OF REQUIREMENTS

#### 1. CLASS OF POLICY: BURGLARY

PERIOD: 1<sup>st</sup> April, 2019 to 30<sup>th</sup> March, 2021

Details of cover: Theft by violent forcible entry to or exit from the KUCCPS Premises including larceny.

Cover to include: All movable contents of every description whilst in any of the Kenya Universities and Colleges Central Placement Service premises.

Total sum insured: Kshs. 40 Million



**Note:** The asset register can be inspected on arrangement with Finance Manager.

**SPECIAL CLAUSES:** \_\_\_\_\_

**EXCESS:** \_\_\_\_\_

**ANNUAL PREMIUM:** \_\_\_\_\_

## 2. CLASS OF POLICY: MOTOR VEHICLE INSURANCE

PERIOD: 1<sup>st</sup> April, 2019 to 30<sup>th</sup> March, 2021

Scope of cover: Comprehensive

### LIST OF KUCCPS VEHICLES AND VALUATION

ITEM NO	REG. & MARK NO	MAKE	RATING (c.c)/TANK CAPACITY	YEAR OF MANUFACTURE	YEAR OF PURCHASE	VALUATION
1	KCA 520F	TOYOTA PARADO	2982	2014	2015	8,400,000.00
2	KCA 521F	TOYOTA COROLLA	1798	2014	2015	2,780,000.00
3	KBZ 833D	VOLKSWAGEN PASSAT	1800	2013	2014	3,450,000.00
4	KCD 846G	SUZUKI GRAND VITARA	1995	2015	2016	3,600,000.00
5	KCE 691D	SUZUKI JIMY	1300	2015	2016	2,375,000.00
6	KCD 844G	TOYOTA HIACE	2494	2015	2016	5,250,000.00
7	KCP 282K	ISUZU DMAX	3000	2018	2018	5,600,000.00

8	KCK 669U	TOYOT A LANDC R.	3000	2017	2017	7,200,000.00
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3. **CLASS OF POLICY: MICROSURE [All risks: Computers]**

PERIOD: 1<sup>st</sup>April, 2019 to 30<sup>th</sup> March, 2021

INTEREST: Various Computers, Printers and Accessories

SUM ASSURED: Kshs. 33,000,000.00

SPECIAL CLAUSES: \_\_\_\_\_

EXCESS: \_\_\_\_\_

ANNUAL PREMIUM: \_\_\_\_\_

4. **CLASS OF POLICY: FIDELITY GUARANTEE**

PERIOD: 1<sup>st</sup>April, 2019 to 30<sup>th</sup> March, 2021

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

Amount of Guarantee: Ksh. 2,000,000 limit per employee

Category of Officers	No. of persons.	Limit of liability for each officer (Kshs)
1. Finance Manager and Supply Chain Manager	2	1,000,000.00
2. Accountant/ Procurement Officer	3	1,000,000.00
3. Clerks/Cashier	1	1,000,000.00

SUM ASSURED: Kshs. 4,000,000/-

SPECIAL CLAUSES: \_\_\_\_\_

EXCESS: \_\_\_\_\_

ANNUAL PREMIUM: \_\_\_\_\_

**6. CLASS OF POLICY: MONEY INSURANCE**

PERIOD: 1<sup>st</sup> April, 2019 to 30<sup>th</sup> March, 2021

<b>INTEREST:</b>		<b>SUM ASSURED</b>
Money in Transit:	-----	Kshs. 1,500,000/-
Money in Safe [out of working hrs]	-----	Kshs. 500,000/-
Money in Premises [working hrs]	-----	Kshs. 1,500,000/-
Money in the premises not in strong room	-----	Kshs. 300,000/-
ESTIMATED Annual Carry	-----	Kshs. 25,000,000/-

SPECIAL CLAUSES: \_\_\_\_\_

EXCESS: \_\_\_\_\_

ANNUAL PREMIUM: \_\_\_\_\_

**7. CLASS OF POLICY: EMPLOYERS LIABILITY (COMMON LAW POLICY)**

PERIOD: 1<sup>st</sup> April, 2019 to 30<sup>th</sup> March, 2021

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

<b>LIMITS TO LIABILITY</b>	<b>KSHS</b>
<b>Any One Person</b> -----	<b>500,000/-</b>
<b>Any One Accident</b> -----	<b>2,500,000/-</b>
<b>Any One Period</b> -----	<b>5,000,000/-</b>

SPECIAL CLAUSES: \_\_\_\_\_

EXCESS: \_\_\_\_\_

ANNUAL PREMIUM: \_\_\_\_\_

**8. CLASS OF POLICY: GROUP LIFE ASSURANCE AND WIBA PLUS**

PERIOD: 1<sup>st</sup>April, 2019 to 30<sup>th</sup> March, 2021

No. of Employees Covered: 44

No. of Board Members covered: 3

Estimated Annual Earnings. Kshs. 110,000,000.00 (Staff)

Estimated Annual Earnings. Kshs. 1,500,000.00 (Board Members)

ANNUAL PREMIUM .....

As per schedule provided

**Note:**

1. Group Life Assurance should compensate at least five times employee’s annual basic salary.
2. WIBA PLUS should compensate at least eight times employee’s annual basic salary and others allowances.
3. Board Members to be covered under Group Accident Cover only.
4. Board Members last Expense cover Kshs. 100,000.

**5.2. EVALUATION CRITERIA**

## A. PRELIMINARY MANDATORY EVALUATION

### Required Documents

No	Conditions to be met	Yes	No
1	Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3..... n where n is the last page)		
2	Copy of Certificate of Incorporation/Registration		
3	Copy of current Tax Compliance Certificate		
4	Tender form duly <b>completed and signed</b> by the tenderer or his authorized agent		
5	Anti-Corruption Declaration <b>must be signed</b>		
6	Original Bid Security provided and valid for 120 days from date of tender opening. Value of Bid Security should be <b>KES 100,000.00</b> or equivalent in a freely convertible currency		
7	Duly completed Business Questionnaire and evidence supporting full compliance with the requirements of the Business questionnaire		

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to the next stage of evaluation.

## B. TECHNICAL EVALUATION

### 1. STAGE I-TECHNICAL MANDATORY EVALUATION

#### CONDITIONS TO BE MET BY THE INSURANCE COMPANY

No	Conditions to be met	Yes	No
1	Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.		
2	Must have done annual gross premiums in previous year of Kshs. 500 million		
3	Must have paid up capital of at least Kshs. 100 million		
4	Must submit a copy of the audited accounts for the past three years 2017,2016 and 2015.		
5	Must have total number of management staff of at least 10. No		
6	Must be a current member of the Association of Kenya Insurance (AKI)		

#### CONDITIONS TO BE MET BY INSURANCE BROKER

No	Conditions to be met	Yes	No
1	Must be registered with the Commissioner of Insurance for current year and a copy of the current license be submitted		
2	Must have a Bank guarantee of Kshs. 1 Million deposited with the Commissioner of Insurance and a Copy be submitted		
3	Must have a Professional Indemnity Insurance Cover of at least 1 million and a copy be submitted.		
4	Must have a Professional Indemnity Insurance Cover of at least 1 million and a copy be submitted.		
5	Must submit a copy of the audited accounts for the past three years 2017,2016 and 2015.		
6	Must be a current member of the Association of Insurance Brokers (AIB) (to be completed as appropriate		
7	Must have had a turnover of at least Kshs 30 million in the previous year's financial year.		

**NOTE:** Failure to comply with Mandatory requirements will lead to disqualification. Only bidders who are successful at this stage will proceed to STAGE II of Technical Evaluation.

## 2. STAGE II – TECHNICAL EVALUATION

S/NO.	DESCRIPTION OF CRITERIA	SUB-CRITERIA	TOTAL SCORE
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1.	Firm's experience in General insurance business.	<p>a) No. of years during which firm offered general insurance services in the last 5 years (i.e. 2018; 2017; 2016; 2015; 2014)</p> <p>i) 1 yr – 2 marks  ii) 2 yrs – 4 marks  iii) 3 yrs – 6 marks  iv) 4 yrs – 8 marks  v) 5 yrs – 10 marks</p> <p>b) Five (5) major clients to whom the bidder has offered general insurance services in the last 5 years: i) 1 firm – 2 marks  ii) 2 firms – 4 marks  iii) 3 firms – 6 marks  iv) 4 firms – 8 marks  v) 5 firms – 10 marks</p> <p>NB: Must attach evidence in form of LPO's; contracts; reference letters from clients served where such service was offered.</p>	20
2.	Firm's Financial Capacity	<p>Three (3 years') audited accounts (2017; 2016; 2015). – <b>6 marks</b></p> <p>Highest general insurance business volume handled in the last three (3 years).</p> <p>a) Over Ksh. 500,000,000 – <b>20 marks</b>  b) Up to Ksh. 300,000,000 – <b>15 marks</b>  c) Ksh. 200,000,000 and below – <b>10 marks</b></p> <p>NB: Provide letters from clients as confirmation of business volume.</p>	20
3.	Qualifications and experience of key staff	<p>Attach CV's and academic/professional certificates of:</p> <p>a) 2 staff in senior management handling the scheme with Degree or Advanced Diploma in</p>	20
		<p>Insurance or equivalent – <b>10 marks</b></p> <p>b) 2 care Managers handling the scheme with Advanced Diploma in Insurance or equivalent – <b>10 marks</b></p> <p>(The attached CV's must be signed by the key staff)</p>	

4.	Scope of Coverage within Kenya	The bidder to elaborate their coverage in Kenya	10
5.	Claims processing	Turnaround time for processing /reimbursement of claims. (within 7days) attach evidence (20mks) others pro-rated (within 8-14 days) attach evidence (15mks) (within 15-30 days) attach evidence(10mks)	20
7.	List of appointed Garages	The firm to submit appointed reputable garages.	10
<b>TOTAL TECHNICAL EVALUATION</b>			

**NB:**

**The total score for Technical Evaluation is 100 marks. Only bidders who score 80% and above will be considered for Financial Evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will therefore not proceed to the next stage.**

**C. FINANCIAL EVALUATION**

Bidders who are successful at preceding stages of evaluation will have their prices compared and award recommended to the lowest evaluated responsive bid. However, bidders who have had unsatisfactory past performance on provision of staff medical cover shall not be recommended for award.

**KUCCPS 1 – PROFESSIONAL QUALIFICATIONS**

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)



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Signature \_\_\_\_\_

\_\_\_\_\_

Chief Executive Officer/Principal Officer

Date

**KUCCPS 2 – Requirements for Proposed Underwriters**

We (Name of insurer) .....having received a request for quotations for KUCCPS General insurance tender, from M/S.....(Name of Insurance Broker), hereby confirm our commitment to deliver the documents listed below as per the tender requirements:-

- (i) Copy of certificate of incorporation.
- (ii) Copy of current certificate of registration as an insurer. (iii) Audited financial statements for the last two years.
- (v) Original quotations submitted to the insurance broker. (vi) Copy of professional Indemnity
- (vii) Copy of current membership of the Association of Kenya Insurance (AKI) (vii) Copy of current Tax Compliance certificate
- (viii) Experience in provision of general insurance services to corporate clients with a minimum of 80 employees. Provide details of contracts underway or contractually committed; names and addresses of clients who may be contacted for further information on those contracts

**Signature** \_\_\_\_\_

\_\_\_\_\_

**Authorized Signatory**

**Date**

**Official Stamp**

**KUCCPS 3 - CLIENT REFERENCE FORM**

Name of Insurance Broker..... Name and address of Insured (Client).....

.....  
 .....

Insurance Policies handled:

Class of Insurance	Period of Cover


**Performance Evaluation**

(The insured to indicate client rating by ticking the appropriate box)

How do you rate the performance of the insurance broker as per their responsiveness to the following:-	Excellent	Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				

Declaration

**We confirm that the above insurance brokerage firm is currently engaged to handle our insurance policies and the total annual premium paid is more than Kshs 3,000,000.00 (Shillings THREE Million).**

Name of authorized signatory .....

Title..... Signature

Date..... Official

stamp of the Insured

Telephone contacts: -.....

**SECTION VI: STANDARD FORMS**

**Notes on the standard Forms**

1. **Form of Tender** -

The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form-**

The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form -**

The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form –**

This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form -**

When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6. **Performance security Form -**

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**1. TENDER FORM**

KENYA UNIVERSITIES AND COLLEGES  
CENTRAL PLACEMENT SERVICE  
P.O. BOX 105166 - 00101  
NAIROBI

**Tender No** : .....

**Tender Name** : Provision of General Insurance Cover.

Gentlemen and/or Ladies:-

- Having examined the Tender documents including **Addenda No.(Insert numbers)**.....the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of **Kshs.....[Total Tender amount in words]**.....  
.....  
.....  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- We agree to abide by this Tender for a period of .....**[number]** days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of..... **2019**

.....  
**[Signature]** **[In the capacity of]**

Duly authorized to sign tender for and on behalf of.....

**2. CONTRACT FORM**

**THIS AGREEMENT** made the..... Day of..... 20.....  
Between..... [Name of Procurement entity] of..... [Country of Procurement entity] (**Hereinafter called “the Procuring entity”**) of the one part and ..... **[Name of tenderer]** of ..... **[City and country of tenderer]** (Hereinafter called **“the tenderer”**) of the other part:

**WHEREAS** Kenya Universities and Colleges Central Placement Service invited tenders for the Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh..... [Contract price in words in figures] (**Hereinafter called, “the Contract Price”**).

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - **The Tender Form And The Price Schedule Submitted By The Tenderer;**
  - **The Details Of Cover**
  - **The General Conditions Of Contract**
  - **The Special Conditions Of Contract**
3. In consideration of the payments to be made by KUCCPS to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KUCCPS to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KUCCPS hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by ..... the ..... (KUCCPS)

Signed, sealed, delivered by ..... the ..... (for the tenderer) in

The presence of .....

**3. CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c) Which ever applies to your type of business and part 3.

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

**Part 1: General:**

- 1.1: Business Name .....
- 1.2: Location of business premises .....
- 1.3: Plot No. ....
- 1.4: Street/Road .....
- 1.5: Postal Address .....
- 1.6: Office Tel. No. ....
- 1.7: Mobile:.....
- 1.8: Fax No:.....
- 1.9: Email Address:.....
- 1.10: Nature of business:.....
- 1.11: Registration Certificate No. ....
- 1.12: Maximum value of business which you can handle at any one time Kshs. ....
- 1.13: Name of your bankers ..... Branch  
.....

**Part 2(a) – Sole Proprietor:**

- 2a.1: Your name in full ..... Age .....
- 2a.2: Nationality ..... Country of origin .....
- 2a.3: Citizenship details.....

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....

- 4. ....
- 5. ....

**Part 2(c) – Registered Company:**

2c.1: Private or public .....

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.. .....  
 Issued Kshs.....

2c.3: Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date..... Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Evaluation Committee of KUCCPS?

Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in ‘3.3’ above is **YES** give details.....

.....  
 .....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KUCCPS to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation?

Yes..... No.....



- 3.6: If answer in ‘3.5’ above is YES give details.....  
 .....
- 3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
 Yes..... No.....
- 3.8: If answer in ‘3.7’ above is YES give details.....
- 3.9: Have you offered or given anything of value to influence the procurement process?  
 Yes..... No.....
- 3.10: If answer in ‘3.9’ above is YES give details.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:.....

If a Kenyan Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**4. TENDER SECURITY FORM**

Whereas .....(hereinafter called <the tenderer> has submitted its bid

**[name of Bidder]**

dated .....for the provision of insurance services (hereinafter called <the tender>

**[date of submission of bid]**

**KNOW ALL PEOPLE** by these presents that WE ..... of.....having

**[name of bank] [name of country]**

our registered office at ..... (hereinafter called <the procuring entity> in

**[name of procuring entity]**

the sum of Kshs..... for which payment well and truly to be made to

**[state the amount]**

KUCCPS, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ..... day of .....200.....

**THE CONDITIONS of this obligation are:-**

1. If the tenderer withdraws its tender during the period of tender validity specified by KUCCPS on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KUCCPS during the period of tender validity
  1. fails or refuses to execute the Contract Form, if required; or
  2. fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KUCCPS up to the above amount upon receipt of its first written demand, without The Company having to substantiate its demand, provided that in its demand The Company will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

Signature:..... Date:..... Official Stamp:.....

**5. PERFORMANCE SECURITY FORM**

KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE  
P.O. Box 105166 - 00101,  
**NAIROBI**

WHEREAS ..... [name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No..... [Reference number of the contract] dated..... 20.....to supply .....[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Signature and seal of the Guarantors**

.....  
**[Name of bank of financial institution]**

.....  
**[Address]**

.....  
**[Date]**





## **UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

Public procurement refers to the process by which public authorities, such as government departments or local authorities, purchase work, goods or services from companies which they have selected for this purpose. The practice entails utilization of public funds and thus it requires officers to maintain high standards of integrity and accountability.

Of all government activities, public procurement is most vulnerable to corruption. As public procurement is a key economic activity of governments - estimated at around 15% of GDP, this has a Major impact on how taxpayers' money is spent.

Public procurement is increasingly recognised as an instrument of government policy and a lever for wider economic, social and environmental change. Placement Service is concerned about how economic, social and environmental criteria may be used in public procurement without harming the integrity of the process. Lack of transparency and accountability has been recognised as a major threat to integrity in public procurement.

Officers are reminded of Section 66(5) of the PPDA 2015. “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 should declare and sub-sections (a,b & c) shall apply.

Placement service is thus committed to fighting Corruption and promoting integrity in public procurement by putting up successful measures for enhancing integrity in public procurement. All staff and our potential suppliers and service providers are expected to uphold to this fight and report any incidence or happening of the same within the premises and in the practice of the same.

The following is a requirement that every Bidder wishing to do business with KUCCPS must comply with:

(1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

(2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.

(3) a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.

c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.

d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

(4) Tenders which do not conform to these requirements shall not be considered.

(5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

a) Cancellation of the contract;

b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

(6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

(7) The Government of Kenya through Kenya Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

### 1. MEMORANDUM ( FORMAT )

#### (Clause 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015

This company\_\_\_\_\_ (name of company) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

The company also confirms that it has not been debarred from participating in procurement proceedings

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

#### SUMMARY OF DETAILS

Name

P.O. Box Address

City

Post Code

Country

Land Line Number

Mobile Number

Fax Number

Email Address

Contact Person (CP)

(CP) Direct line

Registered office

List of Directors

Date

Signature &Stamp