



**MASINDE MULIRO UNIVERSITY OF SCIENCE AND TECHNOLOGY (MMUST)**

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P.O Box 190

**Kakamega**

## **PROVISION OF INSURANCE SERVICES**

**TENDER NO. MMUST/INS/16/19-21**

**CLOSING DATE: FRIDAY 14<sup>TH</sup> JUNE, 2019**

**TIME: 10:00AM**

**SECTION I : INVITATION TO TENDER**  
**TENDER REF NO : MMUST/INS/16/2019-2021**  
**TENDER NAME : TENDER FOR THE PROVISION OF GENERAL INSURANCE**  
**SERVICES FOR THE PERIOD 2019/2021**

**1.1 Masinde Muliro University of Science and Technology** (hereafter referred to as “The Procuring Entity”) invites sealed bids from eligible Insurance Brokerage firms and Insurance Companies for the Provision of General Insurance Services for the period 2019-2021. The resulting contracts will run for a period of two (2) years subject to review of the policies on the second year based on the performance of the Insurer and/or broker. The tender is open to both Brokers and Insurance Companies.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office Masinde Muliro University Kakamega during normal working hours OR downloaded FREE of charge from the University website: [www.mmust.ac.ke](http://www.mmust.ac.ke) or IFMIS Supplier’s portal.

- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of 1,000.00 only, payable at KCB Kakamega Branch, **MMUST deposit. A/C No. 1101811269.**(Note: This is only applicable if the Tender Documents are obtained from the Office, but is free if downloaded from the website or the IFMIS Supplier’s portal.
- 1.4 Bidders who download the tender documents from the website must forward their particulars immediately via email **procurementofficer@mmust.ac.ke** this is for records and any further tender clarification and addendum where necessary. The particulars should include: Name of Firm, Postal address, Telephone Number, Email Address, Tender Number and Tender Name.
- 1.5 All pages including any attachments should be paginated
- 1.6 Any additional information, addendums or clarifications in respect to this tender will be available in our MMUST website [www.mmust.ac.ke](http://www.mmust.ac.ke). All bidders are advised to regularly check the website during the bidding period.

- 1.7 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (150) days from the closing date of the tender.
- 1.8 All Tenders must be accompanied by a Tender Security of **Kshs.100,000/-** in form of a bankers cheque ,a bank guarantee from a reputable bank or an insurance bond issued by an insurance firm approved by the PPRA located in Kenya.
- 1.9 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and Tender name and be deposited in the **Tender Box** situated at the main entrance of the Administration Block (ABA) Building at Masinde Muliro University of Science & Technology (MMUST) main campus along Kakamega – Webuye Road in Kakamega and **not** any other place so as to reach the University **not later than 10:00am on Friday 14<sup>th</sup>June, 2019.** or be addressed and posted to

**The Ag. Vice Chancellor,**

**Masinde Muliro University of Science and Technology**

**P.O Box 190-50100,**

**Kakamega**

- 1.10 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend.
- 1.11 MMUST reserves the right to accept or reject any tender and may annul the tendering process and reject all tenders at any time prior to contract award without thereby incurring any liability to the affected tenderer or tenderers.
- 1.12 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted.
- 1.13 Bulky tenders which will not fit in the tender box shall be received in the Procurement Office in the Administration Block Room **ABA B03**

Ag. Vice chancellor

Masinde Muliro University of Science And Technology

**FORM OF TENDER**

**Date** .....

**Tender No** .....

**TO:** Vice Chancellor  
MasindeMuliro University of Science and Technology  
P.O Box 190-50100  
KAKAMEGA

Gentlemen and/or Ladies

- 1. Having examined the tender documents including Addenda No. .... we the undersigned, offer to provide Insurance Services in conformity with the tender documents at a total annual sum of .....

*(Total tender amount in words and figures. Quotation to include all anticipations, charges and taxes)*

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide Insurance Services in accordance with the delivery schedule specified in the schedule of requirements.
- 3. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(In the capacity of)*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**NB.** Bidders are advised to fill this Form of tender provided in this tender document and they should not create their own.

## TENDER SECURITY FORM

**TO:** Vice Chancellor  
MasindeMuliro University of Science and Technology  
P.O Box 190-50100

**Kakamega**

Whereas ..... (Name of the tenderer)  
(hereinafter called “the tenderer”) has submitted its tender dated .....  
(Date of submission of tender for the supply of insurance services (herein called “the  
Tender”)).....

KNOW ALL PEOPLE by these presents that

WE.....Of .....

having our registered office at .....

(Hereinafter called “the Bank”are bound untoMasindeMuliro University of Science and

Technology this .....day of ..... 20 .....

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender form; or
  
2. If the tenderer, having been notified of the acceptance of its Tender by the procuring entity during the period of tender validity
  - (a) Fails or refuses to execute the Contract form, if required: or
  - (b) Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers.

We undertake to pay to the procuring entity up to the above receipt upon receipt of its first written demand, without the procuring entity having to substantiate its demands, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both conditions, specifying the occurrence conditions or conditions.

This guarantee will remain in force up to 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 date.

(Signature of the Bank) \_\_\_\_\_ Date \_\_\_\_\_

Seal \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity 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.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

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

(Amend accordingly if provided by Insurance Company)



**CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

between

MasindeMuliro University of Science and Technology, of,  
P.O Box 190-50100,  
Kakamega

(hereinafter called “procuring entity”) on one part and \_\_\_\_\_ (name of tenderer) of \_\_\_\_\_ (City and country of tenderer) (Hereinafter called “the tenderer”) on the other part.

WHEREAS the university invited tenders for Provision of Insurance Services to the University and has accepted a tender by the tenderer for the above in the sum of (Contract price in words and figures) hereinafter called “the contract price”)

**NOW THIS AGREEMENT WITNESS AS FOLLOWS**

1. In this agreement words and expression shall have the same meanings as are respective assigned to them in the conditions of contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz
  - (a) The Tender form and price Scheduled submitted by the tenderer
  - (b) The Schedule of Requirements
  - (c) The Technical Specification
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of Contract: and
  - (f) The University’s Notification of Award
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the service and to remedy defects therein in conformity in all respects with the provisions of the contracts.
4. The University hereby covenants to pay the tenderer in consideration of the provision of the services and remedying of defects therein, the Contract price or such other sum as may become payable under the provision of the contracts at the time 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 above written

Signed sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the university)

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

In the presence of \_\_\_\_\_

**INSURANCE COMPANY'S AUTHORIZATION FORM**

**TO:** Vice Chancellor  
MasindeMuliro University of Science and Technology  
P.O Box 190-50100

**Kakamega**

WHEREAS \_\_\_\_\_  
*(Name of the firm)*

who are established and reputable firm of \_\_\_\_\_  
*(Name and/or description of the service)*

do hereby authorize \_\_\_\_\_  
*(Name and address of Agent)*

To submit a tender, and subsequently negotiate and sign the Contract with you against  
tender No. \_\_\_\_\_  
*(Reference of the Tender)*

for the above services.

We hereby extend our full guarantee and warranty as per the General conditions of  
Contract for the service offered by the firm against this Invitation for Tenders.  
*(Signature for and of behalf of the firm)*

Note: This letter of authority should be in the letterhead of the Firm and should be  
signed by a person competent

## **GENERAL INFORMATION**

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

#### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
- .

#### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

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

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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. No other information not attached or indicated herein this document shall be used even if known to any member of the university's evaluation or any committee. Therefore evaluation shall be based on the information provided in the submitted document.

## **2.4 Clarification of Tender Documents**

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the University, 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 an 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, the Procuring entity, 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

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

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

- (a) A Form of Tender and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence establishing that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished of 2% of the tender sum
- (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.

## **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 the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security of at least 2% of the tender sum.

2.12.2 The tender security shall not be less than 2% of the tender price.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the University 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 the Procuring entity as non-responsive.

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

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

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

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

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE 10:00 am, Friday 14<sup>TH</sup> JUNE 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, the Procuring entity 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 the Procuring entity at the address specified under paragraph 2.15.2 not later than **10:00 am, Friday 14<sup>Th</sup> JUNE 2019.**

**The address is;**

The Vice Chancellor  
MasindeMuliro University of Science and Technology  
P. O Box 190-50100  
KAKAMEGA

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

2.16.3 Bulky tenders which will not fit the tender box shall be handed to the Vice Chancellors office and the bidder to enter their details in the register that shall be provided.

**2.17. Modification and Withdrawal of Tenders**

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

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by 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**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **10:00 am, Friday 14<sup>TH</sup> JUNE 2019** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 As each tender is opened, the following shall be read out loud and recorded in a document to be called the tender opening register-

- a) The name of the person submitting the tender;



- b) The total price (tender sum) of the tender including any modifications or withdrawals or discounts made before the deadline for submitting tenders except as may be prescribed
- c) The presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, what will be announced at the opening.

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

**2.21. Conversion to single currency**

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

**2.22. Evaluation and Comparison of Tenders**

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

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

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

## **2.23. Contacting the Procuring entity**

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

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

## **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

- (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. Procuring entity's Right to accept or Reject any or all Tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. 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 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

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

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

## Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	eligible Insurance Brokerage firms and Insurance Companies for the Provision of General Insurance Services for the period 2019-2021. The resulting contracts will run for a period of two (2) years subject to review of the policies on the second year based on the performance of the Insurer and/or broker. The tender is open to both Brokers and Insurance Companies.
2.1.3	Declaration of No Conflict of Interest
2.1.4	Anti-corruption Affidavit
2.10	Tender prices <b>MUST</b> be quoted in Kenya Shillings
2.12	Tender security shall be Kshs. 100,000.00 issued by a reputable Bank located in Kenya/Insurance company registered with IRA and approved by PPRA.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.20.2	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.
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## SECTION III - GENERAL CONDITIONS OF CONTRACT

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

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

### **3.8. Payment**

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

**3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

**3.10. Assignment**

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

**3.11. Termination for Default**

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
  - (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to the

Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

## 1. PRELIMINARY EVALUATION

Your tenders shall be examined for the following which you shall provide in addition to other requirements specified in the tender documents.

### SECTION IV – SPECIAL CONDITIONS OF CONTRACT

#### Conditions to be met by the bidders

Your tender shall be evaluated for the following in the preliminary evaluation which must be provided and shall form mandatory requirements.

S/No	Item Description	Availability
1.	Filling of the form of tender	
2.	Provided a bid bond of as per instructions	
3.	Copy of valid tax compliance certificate	
4.	Copy of valid companies PIN certificate	
5.	Copy of a valid trading/business permit	
6.	Copy of a valid company registration/incorporation certificate	
7.	Must be a current member of the Insurance Regulatory Authority (IRA)	
8.	Must be a current member of the Association of Kenya Insurance (AKI)	

- **Tenderers who do not satisfy any of the above requirements in Table 1 above shall be considered Non-responsive and their tenders will not be evaluated further.**
- **Attach documentary evidence where it is asked and clearly labeled**

## 2. TECHNICAL EVALUATION

Tenders shall be evaluated on the following basis which shall form the technical evaluation and scores awarded as shown in the table below.

S/N	ITEM DESCRIPTION	WEGHTING (POINTS)
1.	Copies (attach) of Certificates and Curriculum Vitae for professional training in management/insurance matters of top management, i.e. Directors, General Manager etc Degree and above. Diploma Certificate None	20 10 05 0
2.	Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year (2018) approved by the clients as true information. 1 client = 3 points	20
3.	Number of classes approved to cover 3 and above.. 10 points 1 or 2..... 0 points	10
4.	Shall keep orderliness of the tender document with all pages well paginated	05
5.	Must submit a copy of the audited accounts for the previous year signed and stamped certified by the auditor and the bidding firm.	15
6.	Must submit bankers approval on the applicants liquidity, suitability and credit limitation in original from the bank	10
	<b>Total score</b>	<b>80</b>

Tenders will proceed to Financial Evaluation stage only if they comply with part 2 above (Technical Evaluation) and Scores **60 points** and above

## 3. FINANCIAL EVALUATION OF TECHNICALLY QUALIFIED BIDDER

Financial score shall be computed using the following formula

$$FS = 20 \times FM / F$$

**Where:** FM is the lowest evaluated priced responsive bid  
F is the price of the bid under consideration

## 4. FINAL SCORE

Comprises of 80% Technical score, plus 20% financial score.

## 5. RECOMMENDATION FOR AWARD



The tender with the highest Final Score and lowest responsive bid shall be recommended for award.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The performance security required will be Kshs. 7% of the contract price
3.7 Delivery of Services	The Insurance services will be offered to Procuring Entity within the period specified in the contract
3.8 Payment	MMUST payment terms are that payment shall be made within sixty(60) days from the date the services are provided and/or
3.9 Price adjustment	contract is signed by the two parties.
3.16 Applicable law	Law of Kenya
3.18 Notices	Masinde Muliro University of Science and Technology; P. O. Box 190– 50100; Kakamega

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## 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.

**Contract Form**

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a  
tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in  
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

**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

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

**Part 1. General Business**

Name .....  
Location of business premises .....  
Plot No. .... Street/Road .....  
Postal Address ..... Tel. No. ....Fax ..... Email .....  
Nature of business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time KShs. ....  
Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

Your name in full ..... Age .....  
Nationality ..... Country of origin .....  
Citizenship details.....

**Party 2(b) – Partnership**

Give details of partners as follows

	<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

**Part 2(c) – Registered Company:**

Private or public .....

State the nominal and issued capital of the company –

Nominal KShs.. .....

Issued KShs.....

Give details of all directors as follows

	<b>Name</b>	<b>Nationality</b>	<b>Citizenship Details</b>	<b>Shares</b>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**REPUBLIC OF KENYA**  
**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*) of  
.....dated the...day of .....20.....in the matter of Tender  
No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax 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.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED  
Board Secretary

## SECTION V - SCHEDULE OF REQUIREMENTS

### DETAILS OF INSURANCE COVERS

### RISK NOTES

### FOR THE PROVISION OF INSURANCE SERVICES DURING THE FINANCIAL YEAR 2019-2021.

Your quotation must be on this document and the underwriter for each policy indicated

NO	Policy	Loss To Be Covered	Situation	Interest	Sum Assured (KShs)	Premiums Quoted (KShs)	Underwriter
1	Fire & Perils	Loss of damage by fire and lightening, bushfire, earthquake (fire and shock), explosion, storm tempest flood, overflowing and/or bursting of water pipes and tank, aircraft impact, riots, strikes and malicious damage.	MasindeMulir o University of Science and Technology and campuses and centres	-Buildings  -Stocks  - Books  -Plant and Equipment	2,924,208,650.00  29,206,437.53  5,000,000.00  92,452,861.20  <b>3,050,867,948.70</b>		
2	Burglary (Acts of theft or burglary)	Loss of damage to property insured resulting from forcible or violent entry/exit from premises.	MasindeMulir o University of Science and Technology and campuses	-Special cover -Stock and books -First loss  <b>Total value</b>	40,028,796.00    <b>40,028796.00</b>		



3	Money	Indemnity against loss of money in transit and/or to the limits as defined in the policy	Kenya	-Money on transit to/from bank including whilst at premises -Money in safe outside business hours -Damage to safe  -Money in hands of authorized employees on safari or in their residences -Estimated annual carry	1,000,000.00  1,000,000.00 200,000.00  200,000.00 2,000,000.00		
4	Public Liability	Indemnity against legal liability to third parties in respect of accidental death , bodily injury and/or illness and/or loss or damage to property incurred by the insured in the case of the insureds business	Kenya, including work away from premises.	- General liability claims including any one claim  -Any one period  -Food and drinks claims any one claim  -Any one period	6,000,000.00  Unlimited  6,000,000.00  6,000,000.00		

5	Group Personal Accident – Council Members	Covering Eight (8) Council Members against accidental death and/or injury in accordance with the benefits specified in the policy	While on or travelling on council business	-Death -Permanent total disablement -Temporary disablement Total value	2,000,000.00 1,000,000.00 500,000.00 3,500,000.00		
6	Group Personal Accident - Aviation	Only eight (8) lives on any one accident	Worldwide	-Death -Permanent total disablement -Temporary total disablement actual weekly earnings -Estimated amid: earnings for the (10) highest paid employees -Medical	5 yrs salary 5 yrs salary 7,000,000.00 200,000.00		

7	Motor vehicle comprehensive	Indemnity against loss or damage to Motor Vehicle and Legal liability to third party arising out of use of Motor Vehicles owned by the insured as specified. <b>(List attached)</b>	Kenya	As per the attached schedule of vehicles: -Total -3 <sup>rd</sup> party persons 3 <sup>rd</sup> party property -Passenger per person -Towing charges Repair authority (excess) -Medical			
9	Group Life Assurance	Indemnity against death <ul style="list-style-type: none"> <li>• Last Expense (Group Funeral Expense)</li> <li>• Death (i.e. in the event of an employee passing on)</li> <li>• Critical Illness Benefit</li> <li>• Accident/Injurious</li> <li>• 5 years to be compensated for incase death occurs</li> <li>• State additional arrangements (riders) e.g. group disability</li> </ul>		<b>1000</b> members of staff  5 years basic pay	69,308,352.27 current basic pay per month		

		income insurance • Permanent total disability(PTD)					
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<b>NO.</b>	<b>POLICY</b>	<b>LOSS TO BE COVERED</b>	<b>PREMIUMS QUOTED(KSHS)</b>	<b>UNDERWRITER</b>
10	Workers Injury Benefit (WIBA)	Physical body injury for 400 employees. Approximate salary per month 7,00,000.00		
11	Students on Attachment	19,000 Students. Quotation the amount per student		
12	Travel Insurance Cover	Members of staff travelling outside the country 50 members in a financial year		

**MMUST UNIVERSITY VEHICLES**

<b>No</b>	<b>Reg. No</b>	<b>Type Of Vehicle</b>	<b>Sitting Capacity</b>	<b>Estimated Value</b>	<b>Premium Rate</b>	<b>Passenger Legal Liability Per Person</b>	<b>Other Levies</b>	<b>Annual Premium</b>
1.	KAR 409L	Toyota Hiace	Ambulance	700,000.00				
2.	KAR 088L	Isuzu Bus	62	2,100,000.00				
3.	KAW 533Z	Toyota Hiace	14	600,000				
4.	KAY 442V	Isuzu bus	62	1,400,000				
5.	KAY 870V	Toyota Saloon	4	720,000				
6.	KBB 222S	Isuzu lorry	2	2300,000				
7.	KBB 302S	Toyota Hiace	14	700,000				
8.	KBB 796S	Toyota Hiace	14	720,000				
9.	KBJ 262U	Toyota Double Cabin	4	900,000				
10.	KBJ 261U	Saloon	4	720,000				
11.	KBL 556G	Isuzu Minibus	34	1,100,000				
12.	KBL 555G	Isuzu Bus	62	2,400,000				
13.	KBL 827G	Toyota Hiace	14	900,000				
14.	KBN 100E	Toyota Land cruiser	Ambulance	1,862,600				
15.	KBT 619N	Toyota Prado	5	3,280,000				
16.	KCA 642F	Toyota Fortuner	5	4,800,000				
17.	KCD461G	Toyota Hiace	14	1,194,000				
18.	KCE731D	Tractor		1,700,000				
19.	KCK604U	Pickup		2,200,000				
20.	KBW027V	Toyota Corolla		800,000				

**TOTAL SUM FOR ALL THE ABOVE CLASSES (Transfer to Form of Tender)**

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