

# MULTIMEDIA UNIVERSITY OF KENYA

MMU is ISO 9001:2015 Certified

**TENDER DOCUMENT FOR** 

PROVISION OF GROUP PERSONAL ACCIDENT (GPA)/WORK INJURY BENEFITS ACT (WIBA) FOR MMU STAFF & COUNCIL MEMBERS (UNDERWRITERS ONLY)

TENDER NO: MMU/GP/05/2020-2021/2021-2022

CLOSING DATE : TUESDAY 2<sup>ND</sup> SEPTEMBER, 2020 AT 10:30AM

**OPEN TO GENERAL PUBLIC (UNDERWRITERS ONLY)** 

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# **TABLE OF CONTENTS**

SECTION I - INVITATION FOR TENDERS	5
SECTION II - INSTRUCTIONS TO TENDERERS	6
2.1. Eligible Tenderers	6
2.2 Cost of Tendering	6
2.3 Contents of Tender Document	6
2.4 Clarification of Tender Documents	7
2.5 Amendment of Tender Documents	7
2.6 Language of Tenders	7
2.7. Documents Comprising the Tender	7
2.8. Form of Tender	8
2.9. Tender Prices	8
2.10. Tender Currencies	8
2.11. Tenderers Eligibility and Qualifications	8
2.12. Tender Security	8
2.13 Validity of Tenders	9
2.14. Format and Signing of Tenders	9
2.15 Sealing and Marking of Tenders	10
2.16. Deadline for Submission of Tenders	10
2.17. Modification and Withdrawal of Tenders	10
2.18 Opening of Tenders	11
2.19 Clarification of Tenders	11
2.20 Preliminary Examination and Responsiveness	11
2.21. Conversion to single currency	12
2.22. Evaluation and Comparison of Tenders	12
2.23 Post-qualification	13

2.24 Award Criteria	13
2.25. Procuring entity's Right to accept or Reject any or all Tenders	13
2.26 Notification of Award	13
2.27 Signing of Contract	14
2.28 Performance Security	14
2.29 Corrupt or Fraudulent Practices	14
APPENDIX TO INSTRUCTIONS TO TENDERERS	15
SECTION III GENERAL CONDITIONS OF CONTRACT	17
3.1. Definitions	17
3.2. Application	17
3.3. Standards	17
3.4. Use of Contract Documents and Information	18
.5. Patent Rights	18
3.6 Performance Security	18
3.7. Delivery of services and Documents	19
3.8. Payment	19
3.9. Prices	19
3.10. Assignment	19
3.11. Termination for Default	19
3.12. Termination for Insolvency	20
3.13. Termination for Convenience	20
3.14 Resolution of Disputes	20
3.15. Governing Language	21
3.16. Applicable Law	21
3.17 Force Majeure	21
3.18 Notices	21

SECTION IV - SPECIAL CONDITIONS OF CONTRACT	22
Duties of the Insurance Provider	22
Special Conditions of Contract as relates to the General Conditions of Con	tract22
SECTION V - SCHEDULE OF REQUIREMENTS	24
PRICE SCHEDULE FORM	25
SUMMARY OF THE CLASS OF POLICIES	26
Beneficiary Nomination (Nominee)	26
Last Expense	26
Annual Gross Basic Salary	27
Additional Riders &Benefits	27
Conditions and Exclusions	27
Reporting	27
Requirements	27
Commencement Date	28
Duration/ Period of Cover	28
EVALUATION CRITERIA	29
SECTION VI - STANDARD FORMS	31
FORM OF TENDER	32
PRICE SCHEDULE FORM	33
CONTRACT FORM	34
CONFIDENTIAL BUSINESS QUESTIONNAIRE	35
TENDER SECURITY FORM	36
LETTER OF NOTIFICATION OF AWARD	37
SELF DECLARATION FORMS	38
FORM SD1	38
FORM SD2:	39

CLIENT REFERENCE FORM (Claims Administration)......40

## **SECTION I - INVITATION FOR TENDERS**

TENDER NAME: TENDER FOR PROVISION OF GENERAL PERSONAL ACCIDENT (GPA) & WIBA INSURANCE COVER FOR MMU STAFF.

#### TENDER NO: MMU/GP/05/2020-2021/2020-2022

Multimedia University of Kenya (MMU) invites sealed from eligible and competent Insurance Underwriters for Provision of Group Personal Accident (GPA) WIBA **Insurance cover for MMU Staff** and Council Members. The contract will be for a period of two (2) years (2020-2021/2020-2022) subject to annual Satisfactory Performance review.

The document may be viewed and downloaded from the University's: www.mmu.ac.ke or the PPIP portal: www.tenders.go.ke free of charge. Tenderers who download the documents from the website MUST forward their particulars (Name and Contacts) to procurement@mmu.ac.ke for recording and/or for the purposes of receiving any further clarifications/addenda.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for ninety (90) days.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the Tender Box on the Ground Floor of the Administration Block I, Mbagathi Campus, addressed to:

> Vice Chancellor, Multi Media University of Kenya, P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD

to be received on or before WEDNESDAY 2<sup>ND</sup> SEPTEMBER, 2020 AT 10:30 am.

Tenders must be accompanied by a Tender Security of Kshs. 50,000 in form of a bank guarantee from a reputable bank or an insurance company approved by the Procurement Regulatory Authority (Self-insured tender securities are not allowed). The Tender Security should remain valid for 120 days from Tender Opening date.

Tender documents (Original & Copy) MUST be properly bound and pages serialized in line with Section 74 (1) (i) of the Public Procurement and Asset Disposal Act 2015. Pagination should be in format 1, 2, 3, 4.....to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected

Tenders will be opened immediately thereafter in Admin Conference Hall, Administration Block I, in the presence of Tenderers who choose to attend.

Late bids will not be accepted.

Vice Chancellor

#### **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 MMU, employees, committee members, Council 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 MMU 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 MMU, 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 MMU will allow the tenderer to review the tender document free of charge before purchase.

#### 2.3 Contents of Tender Document

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

#### 2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify MMU by post, fax or by email at MMU's address indicated in the Invitation for tenders. MMU 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 MMU. 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 MMU 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, MMU, 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, MMU, 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 MMU, 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 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 MMU's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

#### 2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security **shall not exceed** 2 per cent of the tender price.

- 2.12.3 The tender security is required to protect MMU 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) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1, and 2.12.3 shall be rejected by MMU as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 2.12.8 The tender security may be forfeited:
  - If a tenderer withdraws its tender during the period of tender validity. (a)
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - to sign the contract in accordance with paragraph 2.29 or
    - To furnish performance security in accordance with paragraph 2.28. (ii)
  - If the tenderer reject correction of an arithmetic error in the tender. (c)

## 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 MMU as non-responsive.
- 2.13.2 In exceptional circumstances, MMU 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 two copies 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender,

- except for unamended 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 each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
  - be addressed to MMU at the address given in the Invitation to Tender
  - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE, WEDNESDAY 2ND SEPTEMBER, 2020 AT 10:30AM
- 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 2.17.2, MMU 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 MMU at the address specified under paragraph 2.17.2 no later than Wednesday WEDNESDAY 2<sup>ND</sup> SEPTEMBER, 2020 AT 10:30AM
- 2.16.2 MMU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of MMU and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by MMU 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 MMU 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.
- No tender may be withdrawn in the interval between the deadline for 2.17.4 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 MMU will open all tenders in the ADMIN CONFERENCE HALL, ADMINISTRATION BLOCK, WEDNESDAY 2<sup>ND</sup> SEPTEMBER, 2020 AT 10:30 AM in the Presence of tenderers' representatives who choose to attend. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as MMU, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 MMU 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 MMU 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 MMU in MMU'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 MMU 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 MMU 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, MMU 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 MMU'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 MMU 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, MMU 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 MMU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 MMU'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

MMU requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than MMU'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. MMU may consider the alternative payment schedule offered by the selected tenderer.

## 2.23 Post-qualification

- 2.23.1 MMU 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.
- 2.23.2 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 MMU deems necessary and appropriate
- 2.23.3 An affirmative determination will be a prerequisite for award of the contract to A negative determination will result in rejection of the Tenderer's tender, in which event MMU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### 2.24 Award Criteria

- 2.24.1 Subject to paragraph 2.29 MMU 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 price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.2 To qualify for contract awards, the tenderer shall have the following:
  - qualifications, capability a) Necessary 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.

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

- 2.25.1 MMU 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 MMU's action. If MMU determines that non of the tenders is responsive, MMU shall notify each tenderer who submitted a tender.
- 2.25.2 MMU 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.
- 2.25.3 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.

### 2.26 Notification of Award

- 2.26.1 Prior to the expiration of the period of tender validity, MMU will notify the successful tenderer in writing that its tender has been accepted.
- 2.26.2 The notification of award will signify the formation of the contract subject to the

- signing of the contract between the tenderer and MMU pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 MMU will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

### 2.27 Signing of Contract

- 2.27.1 At the same time as MMU notifies the successful tenderer that its tender has been accepted, MMU will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MMU.
- 2.27.3 The contract will be definitive upon its signature by the two parties.
- 2.27.4 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.

### 2.28 Performance Security

- 2.28.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to MMU.
- 2.28.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event MMU may make the award to the next lowest evaluated tender price or call for new tenders.

## 2.29 Corrupt or Fraudulent Practices

- 2.29.1 MMU 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.
- 2.29.2 MMU 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
- 2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Particulars of Appendix to instructions to tenderers
Insurance Companies (Underwriters) Licensed by the Insurance
Regulatory Authority
Price to be charged for tender documents.
The tender document shall be downloaded FREE OF CHARGE from <a href="https://www.mmu.ac.ke">www.mmu.ac.ke</a>
<b>Tender security of Ksh. 50,000</b> in the form of Bank Guarantee from a
reputable bank or an insurance company approved by the Public
Procurement Regulatory Authority and valid for 120 days from the date
of tender opening
Self-insured tender securities are not allowed
Validity of Tenders: <b>90 days</b>
ramany of remains re days
Bidders shall provide 1 ORIGINAL and 1 copy of the tender
document
The closing date of the tender shall be:
WEDNESDAY 2 <sup>ND</sup> SEPTEMBER, 2020 AT 10:30 am.
As 2.15.2 (b) above
As 2.15.2 (b) above
Evaluation & Comparison of tenders
The evaluation and comparison of tenders shall be as follows:-
Confirmation of compliance with Mandatory requirements.
Bidders who fail to comply with any of the mandatory
requirements shall be treated as non-responsive and rejected at
this stage.
Technical Evaluation.
Bidders who were responsive under the mandatory evaluation
criteria shall be evaluated as per the Technical Evaluation Criteria
set out in the table below. Bidders are required to score at least
70% to qualify for further evaluation under the Financial Evaluation

	Criteria.
	Financial Evaluation.  • The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified in Section 4.1. The financial evaluation shall also take into consideration the Price Schedule Form and any conditions attached to the quotations for each class of insurance specified in tables of Schedule of Insurance Requirements such as exclusion clauses which will not be favorable to MMU
2.25.1	The provision of insurances services will be awarded to the overall lowest evaluated bidder

## 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 (a) between MMU 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 (b) tenderer under the Contract for the full and proper performance of its contractual obligations
  - "The Services" means services to be provided by the (c) tenderer including any documents, which the tenderer is required to provide to MMU under the Contract.
  - "MMU" means the organization procuring the services (d) under this Contract (Multimedia University of Kenya) (MMU)
  - "The Contractor" means the organization or firm providing (e) the services under this Contract.
  - "GCC" means the General Conditions of Contract (f) contained in this section.
  - "SCC" means the Special Conditions of Contract (g)
  - "Day" means calendar day (h)

## 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 MMU'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 MMU 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 MMU'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 MMU and shall be returned (all copies) to MMU on completion of the contract's or performance under the Contract if so required by MMU.

## .5. Patent Rights

3.5.1 The Contractor shall indemnify MMU 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

- 3.6.1Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MMU the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to MMU 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 MMU and shall be in the form of:
  - a) Cash
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- The performance security will be discharged by MMU and returned to the 3.6.4 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 MMU 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 MMU, 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 MMU'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 MMU 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 MMU's prior written consent.

#### 3.11. Termination for Default

- 3.11.1 MMU 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 MMU.

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

#### 3.13. Termination for Convenience

- 3.13.1 MMU 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 MMU's 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 MMU 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 MMU 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

#### **Duties of the Insurance Provider**

- 1. Ensure all Last Expense claims for Council members and employees are settled within 24 hours and for spouses and children are settled within 7 days.
- 2. Ensure all fully documented claims are settled within 28 days
- 3. Ensure preparation of monthly claims records which must be submitted to MMU by 15<sup>th</sup> of the following month
- 4. Arrange regular meetings to review performance of the covers.

NB: - MMU shall disqualify a bidder whose special conditions or exclusions are too exposing to MMU in terms of uncovered risks without further reference to the bidder. The policy to have a cancellation notice of at least 60 days.

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

D. C	C : 1 1912 C
Reference of general	Special condition of contract
conditions of Contract	
3.6 Performance security	Not applicable
3.7 Delivery of Services	The insurance service provider shall be required to confirm cover before the commencement date by delivering the insurer's confirmation endorsements, Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the cover commencement date.
3.8 Payment	Payment of premium shall be made by MMU as specified under clause 3.82
3.9 Price adjustment	No Price adjustments allowed.
	However, the policies should be able to provide
	for additions and or reductions of the same at
	similar price (where applicable)
3.14 Dispute resolution	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance

	failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995(Cap 49) before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given shall be final
3.16 Applicable law	Laws of Kenya
3.18 Notices	Vice Chancellor, Multi Media University of Kenya, P.O. BOX 15653 - 00503, NAIROBI, KENYA. MAGADI ROAD Tel. +254 20 2071391, Fax: +254 20 2071247

# **SECTION V - SCHEDULE OF REQUIREMENTS**

- 1. Bidders are required to provide their quotations based on the format of the appended Schedule of Insurance Requirements and should enumerate all the exclusions, extensive and special clauses, policy limitations and excess applicable under each of the policies.
- 2. Bidders will be required to provide a summary of their quotations based on the format of the appended Price Schedule Form. Bidders must take into consideration the arrangement of the policies as presented in the Price Schedule Form while making their recommendations of the underwriters for the various policies.
- 3. Any special requirements in respect to each class of insurance have been provided in the Schedule of Insurance Requirements. Such requirements must be considered and addressed in the bids.
- 4. It should be made clear to all participating underwriters that the insured values could be subject to revision to incorporate changes occurring before cover commencement date.

#### PRICE SCHEDULE FORM

TENDER NO: MMU/GP/05/2020-2021/2021-2022

GROUP PERSONAL INSURANCE (GPA)

TERMS OF REFERENCE FOR PROVISION OF GROUP PERSONAL ACCIDENT **SUBJECT:** 

(GPA)/WORK INJURY BENEFITS ACT (WIBA) (COMBINED)

Multimedia University is seeking for a reputable Underwriting Insurance company to undertake Group Personal Accident/Work Injury Benefits Act - Combined Insurance covers for its employees.

The proposed GPA/WIBA Cover shall be a fully enhanced cover and is intended to be provided on 24 hours cover basis taking into cognizance the unpredictable nature of sickness and/or accidents. While it is appreciated that the cover comes with inherent controls and procedures, MMU hopes that the selected provider will look at the possibility of ensuring that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

## 1.0 Interpretation of terminologies and definitions

Various terms and definitions are used throughout this document. Their meanings and interpretation are documented here below and where necessary under the relevant section of this document.

#### 1.1. GPA

Means Group Personal Accident; an Insurance Risk Product under the liability classification of the Insurance Act Cap 487;

#### 1.2 **WIBA** extensions

Means Work Injury Benefits Act. This is provided as extensions of the GPA policy.

#### 1.3 Accident

Means an accident arising out of and in the course and scope of an employee's employment and resulting in personal injury;

# 1.4 Injury

Means a personal injury arising from an accident and in the case of Work-place related injuries includes the contracting of a scheduled disease. Any occupational accidents and diseases that may arise in the course of the employee's employment are also classified as injury.

# 1.5 Basic Salary (under GPA/WIBA)

Means "Basic Monthly Salary" as appears on the pay slip, but excluding any form of commission(s), benefits and or allowances of whatsoever kind and or any considerations of whatsoever nature of an insured employee one month preceding the time and date of the accident/death.

## 1.6 Nominee(s)

Means the direct beneficiary (ies) specified by the Insured to be paid death benefits from a Group Life, GPA or WIBA claim.

## 1.7 Population

The Cover will be for Five (5) Council Members and 413 employees of Multimedia University of Kenya in either permanent and contract work in and out of workplace, 24 hours a day, 7 days a week.

This insurance scheme is expected to cover the following: -

Group Personal Accident, Work Injury Benefits Act - Combined

We have attached the following data for your reference

- a. Number of Staff
- b. Basic Salary
- c. Annual Basic Earnings

## SUMMARY OF THE CLASS OF POLICIES

No.	Item	Group Accident/WIBA
1.	Employee Details including	Attached
	Annual Earnings	
2.	Number of Staff	413 + 6 Council
		Members
3	Temporary Employees	160
4	Value of Cover	A multiple of three (3)
		times Annual Basic
		Salary
5	Duration	12 months
6	Risks to be Covered	Accident/Injury

## Beneficiary Nomination (Nominee)

Each serving employee of the Multimedia University of Kenya will nominate one or more beneficiaries. The benefit must be payable through MMU within two weeks on submission of the original death certificate.

## Last Expense

An inbuilt last expense rider of Kshs. 100,000/= shall be included alongside Group Personal Accident Insurance Cover. The last expense amount shall be paid within 48 hours of notification of demise of a covered member.

## **Annual Gross Basic Salary**

The Annual Basic Salary for all the employees of MMU totals Kshs. 286,812,168.00

The schedule of the individual staff basic salary has been provided.

#### Additional Riders & Benefits

The Insurance Underwriter must include all the riders and benefits that form the Group Personal Accident/WIBA Policy e.g. death, permanent/temporary total disfigurement, body repatriation/transportation, disability, emergency transportation/rescue, mobility, final expenses, claim preparation etc.

## **Conditions and Exclusions**

All applicable conditions and exclusions relating to the Group Personal Accident/WIBA Insurance Cover must be disclosed by the Insurance Underwriter.

## Reporting

The Insurance provider shall be responsible to the Vice Chancellor through the Deputy Vice-Chancellor, AFP.

## Requirements

The Insurance Provider:

- 1. Be registered with the Insurance Regulatory Authority for the current year and a copy of the current license to be submitted.
- 2. Must have done annual gross premiums in previous year of Kshs.1, 000,000,000
- 3. Must have paid up capital of at least Kshs. 500,000,000
- 4. Submit a copy of the audited accounts for the previous 3 years.
- 5. Attach CV's of key management and technical staff.
- 6. Must submit copies of the following documents:
  - Valid Certificate of Registration or Incorporation
  - Valid Tax Compliance Certificate
  - Company profile
- 7. Must provide proof of membership of the Association of Kenya Insurers
- 8. Provide proof of being in business for the last five years to date.
- 9. Must give a list of 5 (five) Reputable Clients and the total clients premiums for the previous year which must be relevant and equivalent to MMU scope of cover.
- 10. Complete the form of tender and premium schedule in the formats provided
- The bidders must quote for Group Accident/WIBA Cover for the 11. bids to be considered complete
- 12. The bidder must be an underwriting company

- 13. Must show proof of the Re-Insurance Treaty
- 14. Proof of financial soundness, integrity and quality of service delivery.

#### **Commencement Date**

The Insurance Provider is expected to start providing the Insurance cover after signing the contract.

#### **Duration/ Period of Cover**

The Insurance Provider is expected to provide services to the Council members, Management and staff of MMU. The scheme will run for a period of 24 months from the date of contract signing and subject to satisfactory performance in the 1st year of the contract. The member's cover will cease immediately she/he leaves the service of MMU. It will also cease if MMU fails to renew the cover after one year.

The contract should have a provision for deletion (of members who leave the service) and addition (of new members who join the service)

## **EVALUATION CRITERIA**

1.	PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)	(YES/NO)
a)	Certificate from Insurance Regulatory Authority (IRA) for current year (2020) as an <b>Insurance provider</b> (attach a copy of license)	
b)	Registration as a member of AKI for the current year 2020 (attach a copy of certificate)	
c)	A copy of Valid Tax Compliance Certificate from KRA	
d)	A copy of Certificate of Incorporation/Registration	
e)	Duly completed, signed and/or stamped Form of Tender by a person authorized by the Underwriting firm	
f)	Certificate of Confirmation of Directors and Shareholding (Valid Copy of CR12) /ID Card for Sole Proprietorship	
g)	Must have done annual gross premiums in previous year of Ksh 1 Billion evidenced by submitted Certified Audited Accounts of 2019	
h)	Must have paid up capital of at least Kshs. 500 Million.	
i)	Tender security of Ksh. 50,000 in the form of Bank Guarantee from a reputable bank or an insurance company approved by the Public Procurement Regulatory Authority and valid for 120 days from the date of tender opening Self-insured tender securities are not allowed	
j)	Must fill the self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 (Form SD1 attached)	
k)	Must fill the self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (Form SD2 attached)	
l)	ORIGINAL & COPY of the tender document must be <b>properly bound</b> and <b>pages serialized</b> in line with Section 74 (1) (i) of the Public Procurement and Asset Disposal Act 2015  Pagination should be in format 1, 2, 3, 4to the last page. Tender with Repeated pages, missing page numbers and other inconsistencies will be rejected	

## Note:

Bidders must meet all the mandatory requirements to qualify for technical evaluation.

The method of evaluation will be Merit Point System and the evaluation criteria will be applied as indicated here below: -

2.	TECHNICAL EVALUATION	Max Scores	Marks Awarded
a)	Firm's experience as shown by number of years in provision of insurance services (2 points for every year's experience, 10 years & above for maximum points)	20	
b)	List of Corporate Clients providing covers similar nature and magnitude to GPA within the last 3 years (Attach Evidence LSO, copy of contract or completion certificates) (5 marks for each client) (5 clients for maximum points)	25	
c)	List at least five (5) key <b>professional staff</b> and specify portfolio/tasks (Attach CVs & copies of certificates for the personnel) (4 marks for each professional up to max of 5)	20	
	(5 professional staff for maximum points)		
d)	<b>Financial Capacity:</b> Business turnover at least Ksh. 300,000,000.00 for each of the last three (3) years based on Certified Audited Accounts for 2017, 2018 and 2019 (5 marks per year)	15	
e)	Claims Administration Proof of claims administration based on Client Reference FORM (attached). (3 points per client for covers of similar nature and magnitude to GPA)  (5 clients for maximum points)	15	
	(Construction points)		
f)	Avail a <b>Sample policy</b> document indicating benefits, exclusions, extensive & special clauses and policy limitations	5	
	TOTAL TECHNICAL	100	

To qualify for Financial Evaluation, a bidder must score a minimum of 70 points (70%).

## 3. FINANCIAL EVALUATION

The firm attaining the lowest financial score after surpassing the minimum technical score shall be recommended for award.

## 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 must he 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 MMU.
- 6. Letter of notification of award
- 7. Self Declaration Forms
  - a) Bidder not debarred in the matter of PPAD Act 2015 Form SD1
  - b) Bidder shall not engage in any corrupt or fraudulent practice Form SD2
- 8. Client Reference Form (Claims Administration)

(to be filled by the Bidder's Clients)

The bidder should submit duly filled Client Reference FORMs from clients to demonstrate performance in terms of claims handling.

#### FORM OF TENDER

D	at	e

To: Multimedia University of Kenya P.O Box 15653-0503 NAIROBI.

> Tender No. **Tender Name**

#### Gentlemen and/or Ladies:-

- 1. Having examined the Tender documents including Addenda No. (Insert numbers) ...... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Kshs.....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
- 2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.
- We agree to abide by this Tender for a period of 3. ......[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 4. notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
- 5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this c	lay of 2020	
[Signature]	[In the capacity of]	
Duly authorize	d to sign tender for and on behalf of	

## PRICE SCHEDULE FORM

# SUMMARY OF THE CLASS OF POLICIES/ SCHEDULE OF REQUIREMENTS

No.	Item	Group Accident/WIBA	TOTAL PREMIUM (KSHS.)
1.	Employee Details	Attached	
	including Annual		
	Earnings		
2.	Number of Staff	413 + 6 Council Members	
3	Casual Employees	160	
4	Value of Cover	A multiple of three (3) times	
		Annual Basic Salary	
5	Duration	12 months	
6	Risks to be Covered	Accident/Injury	

## SPECIAL CLAUSE

- 1. THE COVER UPPER AGE LIMIT IS 75 YEARS (MUST)
- 2. Claims reporting period Upfront or within 96 hours on admission for reimbursement Cases within 90 days of illness and refund processing period of 10 days.
- 3. The cover MUST (Non intentional Accidental risks) risks arising from acts of riots & terrorism

#### CONTRACT FORM

THIS AGREEMENT made the day of 2020 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "MMU") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS MMU 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) MMU's Notification of Award
- 3. In consideration of the payments to be made by MMU to the tenderer as hereinafter mentioned, the tenderer hereby covenants with MMU to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. MMU 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 MMU)
Signed, sealed, delivered by	the (for the tenderer) in the presence of

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

art 1 General			
dusiness Name			
Part 2 (a) - Sole Proprietor			
Your name in fullAgeCountry of Origin			
Part 2 (b) - Partnership			
Given details of partners as follows			
Name Nationality Citizenship details Shares			
1			
2			
3			
4			
Part 2 (c) - Registered Company			
Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows			
Name Nationality Citizenship details Shares			
1			
2.			
DateSignature of Candidate			

#### 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	e of bank] of [name of
country], having our registered office at [name	of procuring entity]
(hereinafter called <mmu> in the sum of [state the amo</mmu>	ount] for which payment
well and truly to be made to the said procuring entity, t	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 MMU on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by MMU 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 MMU up to the above amount upon receipt of its first written demand, without MMU having to substantiate its demand, provided that in its demand MMU 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]

# LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
To:	
	ender No
	Tender Name
	s to notify that the contract/s stated below under the above mentioned or 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

## **SELF DECLARATION FORMS**

FORM SD1

(r.47)

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

I,, of resident of	In the Republic of	
hereby make a statement as fo	ollows:-	
1. THAT I am the Cor Director/Principal Officer/Dire of the Company) who is a E (insert tender t the Procuring entity) and duly	ector of Bidder in respect of Tender citle/description) for	(insert name No for insert name of
2. THAT the aforesaid Bidder, debarred from participating in	•	
3. THAT what is mentioned to information and belief.	hereinabove is true to the b	est of my knowledge,
(Title)	(Signature)	(Date)
Bidder Official Stamp		

# FORM SD2:

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN A	٩NY
CORRUPT OR FRAUDULENT PRACTICE.	

I,of F in the statement as follows:-		_
THAT I am the Chief Executiv	ve/Managing Director/Pri	ncipal Officer/Director of
(Insert name Tender NoFor ( insert name of the competent to make this state	(Insert teres e Procuring entity) and du	nder title/description) for
1. THAT the aforesaid will not engage in any corrup to pay any inducement to an employees and/or agents of which is the procuring entity.	t or fraudulent practice and member of the Board,( insert na	and has not been requested Management, Staff and/or
2. THAT the aforesaid have not offered any induce Staff and/or employees and/entity)	ement to any member o	f the Board, Management,
3. THAT the aforesaid corrosive practice with other		
4. THAT what is men knowledge information and b		s true to the best of my
(Title)	(Signature)	(Date)
Bidder's Official Stamp		

# CLIENT REFERENCE FORM (Claims Administration) (to be filled by the Bidder's Clients)

The bidder should submit duly filled Client demonstrate performance in terms of claims h		nce FORMs	s from clie	ents to
Name of Insurance Service provider	•••••		<b></b>	
Name and address of Insured (Client)	•••••	•••••	<b></b>	
Insurance Policies handled				
Class of Insurance		Perio	od of Cover	
Performance Evaluation  (The insured to indicate client rating by ticking the appropriate box)				
How do you rate the performance of the insurance service as per their responsiveness to the following:-	Exceller	t Good	Average	Poor
1. Claims handling				
2. Underwriting responsiveness				
3. General customer care				
Name of authorized signatory	•••••	•••••		
Title	·····			
Signature				
Date				
Official stamp of the Insured				
Telephone contacts:	<b></b>			