

JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY (JOOUST)

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

TENDER NO. JOOUST/RT/055/2019/2020

CLOSING DATE: FRIDAY 9TH APRIL, 2021 AT 10.00A.M

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INTRODUCTION

SECTION I - TENDER NOTICE

TENDER REF. NO.: JOOUST/RT/055/2019/2020

TENDER NAME: PROVISION OF INSURANCE COVER FOR GROUP LIFE, WIBA AND PERSONAL ACCIDENT COVER FOR MEMBERS OF STAFF

Jaramogi Oginga Odinga University of Science and Technology, situated along Bondo Usenge road, in Bondo invites interested and eligible firms for the provision of the under listed service and Works:

S/NO	TENDER NO.	TENDER DESCRIPTION	CLOSING DATE
1.	JOOUST/RT/055/2019/2020	Provision of Insurance Covers	Friday 9 th April 2021 at
		for Group Life, WIBA, and	10.00 am
		personal accident cover for	
		members of staff.	

Tender documents with detailed specifications may be obtained from the **Procurement Office,** Jaramogi Oginga Odinga University of Science and Technology, during normal working hours from Monday to Friday between 8.00am to 5.00pm upon payment of a non-refundable fee of Kshs. 1,000.00/= (One thousand shillings) only, deposited in the JOOUST Account No. 1113046066 Kenya Commercial Bank – Bondo Branch or downloaded for free from the University website www.jooust.ac.ke. Those who download the documents and intend to submit tenders are required to submit their particulars to Procurement office at proc@jooust.ac.ke for purposes of receiving further clarifications / or addendums.

Duly completed Tender Documents in plain sealed envelope with Tender Reference No. and clearly marked with Tender Name and Number and bearing no identification of the bidder's details should be sent to:.

Vice Chancellor, Jaramogi Oginga Odinga University of Science and Technology, P.o Box 210-40601, Bondo.

So as to be received on or before Friday 9th April, 2021 at 10.00 am.

All bids must be accompanied by **a bid security of 2% of the total bid price** in the form of banker's cheque or bank guarantee from a reputable Commercial Bank or Insurance Firm approved by PPRA or cash. Bid security must remain valid for 120 days after bid submission deadline.

The completed tender document **MUST** be placed inside the tender box in the administration block on or before **Friday 9th April, 2021 at 10.00 am.** Opening will be done immediately thereafter at EACII in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

The University reserves the right to reject any tender application in whole or part.

Canvassing will lead to automatic disqualification.

VICE CHANCELLOR

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - (i) Instructions to Tenderers
 - (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) Tender security Form
 - (x) Performance security Form
 - (xi) Insurance Company's Authorization Form
 - (xii) Declaration Form
 - (xiii) 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 the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 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.
- 2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 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 Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished in accordance with paragraph 2.12;
 - (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 the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be 2 % (percent) 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) Cash.
 - b) A Bank guarantee.
 - c) Banker's cheque
 - d) Insurance Firm recognized by PPRA
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5.

- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.
- 2.12.8 The tender security may be forfeited:
 - (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.

- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE Friday 9th April, 2021 at 10.00 am."
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Friday 9th April, 2021 at 10.00 am.
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

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

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 **Friday 9th April, 2021 at 10.00 am.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, 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 not rectified on the following basis. The total tender sum will be declared at the opening stage and shall remain final If the candidate does not accept this, 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 2.22, 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. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
 - (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

- 2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.24 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 none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

2.28 Signing of Contract

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

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 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

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	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS		
2.1	Indicate eligible tenderers: Insurance firms/Brokers Licensed to transact General Insurance Business		
2.1.3	Qualification Information statement: This shall not be required		
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for hard copies. Bidders may also download the tender documents from the JOOUST) website: www.jooust.ac.ke		
	As per the evaluation criteria		
2.12.1	Tender security: Required An original bid bond of 2% of the tender price from commercial bank in Kenya or approved in surance by PPRA and must be valid for 120 days from the date of tender opening.		
2.12.4	Form of Tender Security. Bank guarantee, cash or bankers cheque.		
2.13	Validity of Tenders: Tenders shall remain valid for 90 days after date of Tender Opening		
2.15.2 (b)	Day, date and time of tender closing: Friday 9 th April, 2021 at 10.00 am.		
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to: The Procurement Department Office/Main Bondo Campus and will be signed for if required.		
2.18.1	Opening of Tenders:) Friday 9 th April, 2021 at 10.00 am.		
	Award of Contract: "Shall be awarded as per the lowest evaluated bidder.		
2.29	Particulars of performance security if applicable. Applicable: 10% of the contract price.		

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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 services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
 - (d) "The Procuring entity" means the organization procuring the services under this Contract
 - (e) "The Contractor" means the organization or firm providing the services under this Contract.
 - (f) "GCC" means the General Conditions of Contract contained in this section.
 - (g) "SCC" means the Special Conditions of Contract
 - (h) "Day" means calendar day

3.2. Application

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

3.3. **Standards**

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

3.4. Use of Contract Documents and Information

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

3.7. Duration and Delivery of services

3.7.1 Duration and 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

- 3.11.1The 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

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 successful bidder will furnish the procuring entity with a performance security equivalent to 10% within 28 days from the date of notification of award
3.7 Duration of Cover	One year from the date of contract
3.8 Payment	Within 60 days after submission of an invoice for the cover
3.9 Price adjustment	As specified in the tender document
3.16 Applicable law	As specified in the tender document
	The Vice Chancellor,
3.18 Notices	Jaramogi Oginga Odinga University of
	Science and Technology
	P.O. Box 210-40601
	BONDO.

SECTION V - SCHEDULE OF REQUIREMENTS

ITEM 1: GROUP LIFE INSURANCE

This policy is meant to cover all members of staff (538) in case of death and injury causing permanent and/or temporary disability or critical illness while in service from any cause. The value of the expected premium will be based on their 5 years basic salary.

PERIOD OF INSURANCE: 1 (ONE) YEAR

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

DETAILS OF COVER

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

Population: The cover will be for 538 employees of JOOUST. The list and their basic salary is listed below.

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

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

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

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

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

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

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

S/No.	Period Name	Employee Code	Basic Pay	Annual Basic Salar
			February, 2021	
1			0.00	
2		0001	788,559.00	9,462,708.00
3		0003	276,415.00	3,316,980.00
4		0005	184,318.00	2,211,816.00
5		0006	112,964.00	1,355,568.00
6		0007	31,342.00	376,104.00
7		0008	45,200.00	542,400.00
8		0009	42,004.00	504,048.00
9		0011	31,342.00	76,104.00
10		0012	54,423.00	653,076.00
11		0014	87,080.00	1,044,960.00
12		0015(A)	283,087.00	3,397,044.00
13		0018	54,187.00	650,244.00
14		0019	45,941.00	551,292.00
16		0021	32,974.00	
17		0022	31,342.00	395,688.00
18		0023	29,676.00	376,104.00
19		0024	29,676.00	356,112.00
20		0026	29,676.00	356,112.00
21		0027	29,676.00	356,112.00
22		0028	29,676.00	356,112.00
23		0029	31,144.00	356,112.00
24		0030	29,676.00	373,728.00
25		0031	31,144.00	356,112.00
26		0032	168,717.00	373,728.00
27		0034	276,415.00	2,024,604.00
28		0035	250,668.00	3,316,980.00
29		0036	212,306.00	3,008,016.00
30		0038	283,087.00	2,547,672.00
31		0040	237,881.00	3,397,044.00
32		0043	250,668.00	2,854,572.00
33		0045	195,270.00	3,008,016.00
34		0043 0047(A)	250,668.00	2,343,240.00
35		0047(A) 0049	283,087.00	3,008,016.00
36			62,004.00	3,397,044.00
		0050		744,048.00
37		0051	42,004.00	504,048.00
38		0052(A)	30,527.00	366,324.00
39		0053	29,676.00	356,112.00
40		0054	29,676.00	356,112.00
41		0055	29,676.00	356,112.00

43	0057	29,676.00	356,112.00
44	0058	29,676.00	356,112.00
46	0060	26,412.00	16,944.00
47	0061	29,676.00	356,112.00
48	0063	29,676.00	356,112.00
49	0064	28,080.00	336,960.00
51	0065 (A)	20,055.00	240,660.00
52	0066	28,080.00	336,960.00
53	0067	29,676.00	356,112.00
54	0068	30,527.00	66,324.00
55	0069	31,342.00	376,104.00
56	0071	172,683.00	2,072,196.00
57	0074	250,668.00	3,008,016.00
58	0075	200,918.00	2,411,016.00
59	0076	136,090.00	,633,080.00
60	0079	160,357.00	1,924,284.00
61	0800	250,668.00	3,008,016.00
62	0081	225,093.00	2,701,116.00
63	0085	44,528.00	534,336.00
64	0086	121,463.00	1,457,556.00
65	0088	44,528.00	534,336.00
66	0092	75,782.00	909,384.00
67	0093	237,881.00	2,854,572.00
68	0094	200,918.00	2,411,016.00
69	0096	212,306.00	2,547,672.00
70	0098	54,151.00	649,812.00
71	0099	37,901.00	454,812.00
72	0100	142,260.00	1,707,120.00
73	0102	137,736.00	1,652,832.00
74	0103	137,736.00	1,652,832.00
75	0108	184,318.00	2,211,816.00
76	0111	28,080.00	336,960.00
77	0112	27,474.00	329,688.00
78	0113	28,080.00	336,960.00
79	0114	28,080.00	336,960.00
81	0117	47,905.00	574,860.00
82	0121	44,134.00	529,608.00
83	0122	54,155.00	649,860.00
84	0123	25,272.00	303,264.00
85	0125	30,527.00	366,324.00
86	0126	24,452.00	293,424.00
87	0128	27,474.00	329,688.00
88	0129	28,208.00	338,496.00
89	0132	75,782.00	909,384.00
90	0135	136,090.00	1,633,080.00

91	0137	31,338.00	376,056.00
92	0138	35,088.00	421,056.00
93	0139	31,342.00	376,104.00
94	0140	136,090.00	1,633,080.00
95	0141	34,151.00	409,812.00
96	0142	43,114.00	517,368.00
97	0143	71,820.00	861,840.00
98	0145	137,736.00	1,652,832.00
99	0150	55,758.00	669,096.00
100	0151	44,528.00	534,336.00
101	0152	82,552.00	990,624.00
102	0153	142,260.00	1,707,120.00
103	0154	155,461.00	1,865,532.00
104	0155	42,004.00	504,048.00
105	0156	67,894.00	814,728.00
106	0158	52,616.00	631,392.00
107	0159	33,213.00	398,556.00
108	0160	167,037.00	2,004,444.00
109	0161	142,716.00	1,712,592.00
110	0162	56,114.00	673,368.00
111	0163	54,187.00	650,244.00
112	0165	174,402.00	2,092,824.00
113	0166	37,743.00	452,916.00
114	0169	44,528.00	534,336.00
116	0174	58,077.00	696,924.00
117	0175	168,717.00	2,024,604.00
118	0176	71,269.00	855,228.00
119	0177	28,080.00	336,960.00
120	0178	137,736.00	1,652,832.00
121	0179	30,527.00	366,324.00
122	0181	69,012.00	828,144.00
123	0182	283,087.00	3,397,044.00
124	0183	133,212.00	1,598,544.00
125	0187	137,736.00	1,652,832.00
126	0190	137,736.00	1,652,832.00
127	0191	132,265.00	1,587,180.00
128	0196	39,776.00	477,312.00
129	0198	132,265.00	1,587,180.00
130	0199	57,328.00	687,936.00
131	0200	42,004.00	504,048.00
132	0201	137,736.00	1,652,832.00
133	0202	39,776.00	477,312.00
134	0203	132,265.00	1,587,180.00
135	0204	137,736.00	1,652,832.00
136	0207	43,069.00	516,828.00

137	0208	139,915.00	1,678,980.00
138	0209	163,517.00	1,962,204.00
139	0211	139,915.00	1,678,980.00
140	0212	200,917.00	2,411,004.00
141	0214	46,334.00	556,008.00
142	0217	137,736.00	1,652,832.00
143	0218	250,668.00	3,008,016.00
144	0221	45,941.00	551,292.00
145	0223	216,749.00	2,600,988.00
146	0225	62,004.00	744,048.00
147	0226	54,423.00	653,076.00
148	0227	160,357.00	1,924,284.00
149	0228	160,357.00	1,924,284.00
150	0229	128,688.00	1,544,256.00
151	0230	200,917.00	2,411,004.00
152	0231	160,357.00	1,924,284.00
153	0232	75,782.00	909,384.00
154	0234	151,308.00	1,815,696.00
155	0235	160,357.00	1,924,284.00
156	0236	183,977.00	2,207,724.00
157	0237	36,963.00	443,556.00
158	0238	36,963.00	443,556.00
159	0241	36,026.00	432,312.00
160	0242	32,974.00	395,688.00
161	0243	34,151.00	409,812.00
162	0244	179,118.00	2,149,416.00
163	0245	34,151.00	409,812.00
164	0246	60,470.00	725,640.00
165	0247	200,918.00	2,411,016.00
166	0248	183,977.00	2,207,724.00
167	0250	139,915.00	1,678,980.00
168	0251	32,974.00	395,688.00
169	0256	183,977.00	2,207,724.00
170	0257	30,401.00	364,812.00
171	0258	525,346.00	6,304,152.00
172	0259	0.00	<u>-</u>
173	0260	200,917.00	2,411,004.00
174	0262	146,961.00	1,763,532.00
176	0268	178,330.00	2,139,960.00
177	0269	75,782.00	909,384.00
178	0270	276,415.00	3,316,980.00
180	0274	200,918.00	2,411,016.00
181	0275(A)	283,087.00	3,397,044.00
182	0276	36,963.00	443,556.00
183	0277	51,596.00	619,152.00

184	0278	146,784.00	1,761,408.00
185	0281	250,668.00	3,008,016.00
186	0282	45,200.00	542,400.00
187	0283	283,087.00	3,397,044.00
188	0285	525,346.00	6,304,152.00
189	0286	133,212.00	1,598,544.00
190	0287	128,688.00	1,544,256.00
191	0289	63,967.00	767,604.00
192	0290	60,040.00	720,480.00
193	0291	60,040.00	720,480.00
194	0292	69,857.00	838,284.00
195	0293	63,967.00	767,604.00
196	0294	60,040.00	720,480.00
197	0295	55,758.00	669,096.00
198	0296	82,552.00	990,624.00
199	0297	62,242.00	746,904.00
200	0298	55,758.00	669,096.00
201	0300	63,967.00	767,604.00
202	0301	60,040.00	720,480.00
203	0304	97,292.00	1,167,504.00
204	0305	155,461.00	1,865,532.00
205	0307	82,552.00	990,624.00
206	0308	142,260.00	1,707,120.00
207	0309	38,808.00	465,696.00
208	0310	39,873.00	478,476.00
209	0312	142,260.00	1,707,120.00
210	0313	183,977.00	2,207,724.00
211	0314	142,260.00	1,707,120.00
212	0315	124,616.00	1,495,392.00
213	0316	47,905.00	574,860.00
214	0317	128,688.00	1,544,256.00
215	0318	124,616.00	1,495,392.00
216	0320	54,187.00	650,244.00
217	0321	200,918.00	2,411,016.00
218	0323	139,915.00	1,678,980.00
219	0324	124,616.00	1,495,392.00
220	0325	237,881.00	2,854,572.00
221	0327	128,688.00	1,544,256.00
222	0328	160,357.00	1,924,284.00
223	0330	183,977.00	2,207,724.00
224	0331	172,683.00	2,072,196.00
225	0332	160,357.00	1,924,284.00
226	0333	56,114.00	673,368.00
227	0334	142,260.00	1,707,120.00
228	0335	99,692.80	1,196,313.60

229	0336	183,977.00	2,207,724.00
230	0338	47,905.00	574,860.00
231	0341	47,905.00	574,860.00
232	0342	128,688.00	1,544,256.00
233	0343	183,977.00	2,207,724.00
234	0344	160,357.00	1,924,284.00
235	0346	133,212.00	1,598,544.00
236	0347	128,688.00	1,544,256.00
237	0348	200,918.00	2,411,016.00
238	0349	128,688.00	1,544,256.00
239	0351	142,260.00	1,707,120.00
240	0352	124,616.00	1,495,392.00
241	0355	48,768.00	585,216.00
242	0356	243,055.00	2,916,660.00
243	0357	117,213.00	1,406,556.00
244	0360	183,977.00	2,207,724.00
245	0362	93,572.80	1,122,873.60
247	0366	168,353.00	2,020,236.00
248	0367	134,212.00	1,610,544.00
249	0369	137,736.00	1,652,832.00
250	0370	200,917.00	2,411,004.00
251	0371	180,452.00	2,165,424.00
252	0373	75,782.00	909,384.00
253	0375	200,917.00	2,411,004.00
254	0376	62,242.00	746,904.00
255	0377	27,474.00	329,688.00
256	0378	28,896.00	346,752.00
257	0379	28,896.00	346,752.00
258	0380	178,330.00	2,139,960.00
259	0381	200,918.00	2,411,016.00
260	0382	137,736.00	1,652,832.00
261	0384	82,552.00	990,624.00
262	0385	56,114.00	673,368.00
263	0386	108,714.00	1,304,568.00
264	0387	45,200.00	542,400.00
265	0388	200,918.00	2,411,016.00
266	0389	66,755.00	801,060.00
267	0390	60,040.00	720,480.00
268	0393	75,782.00	909,384.00
269	0394	47,905.00	574,860.00
270	0395	29,464.00	353,568.00
271	0396	28,896.00	346,752.00
272	0398	25,272.00	303,264.00
273	0399	31,338.00	376,056.00
274	0400	25,272.00	303,264.00

275	0401	21,839.00	262,068.00
276	0402	23,799.00	285,588.00
277	0403	25,272.00	303,264.00
278	0404	25,272.00	303,264.00
280	0406	25,633.00	307,596.00
281	0407	28,896.00	346,752.00
282	0409	23,799.00	285,588.00
283	0410	29,711.00	356,532.00
284	0411	26,740.00	320,880.00
285	0412	28,896.00	346,752.00
286	0414	25,272.00	303,264.00
287	0415	23,799.00	
288	0416	23,799.00	285,588.00
289	0417	25,272.00	285,588.00
290	0418	25,272.00	303,264.00
291	0419	28,896.00	303,264.00
292	0420	28,896.00	346,752.00
293	0421	25,272.00	346,752.00
294	0422	26,740.00	303,264.00
295	0423	28,080.00	320,880.00
296	0424	23,799.00	336,960.00
297	0426	26,740.00	285,588.00
298	0427	25,272.00	320,880.00
299	0428	28,896.00	303,264.00
300	0429	33,481.00	346,752.00
301	0430	33,481.00	401,772.00
302	0431	38,873.00	401,772.00
303	0432	43,193.00	466,476.00 518,316.00
304	0433	38,873.00	
305	0434	28,896.00	466,476.00 346,752.00
306	0435	23,799.00	285,588.00
307	0436	36,677.00	440,124.00
308	0437	25,272.00	303,264.00
309	0438	23,799.00	285,588.00
310	0439	23,799.00	285,588.00
311	0441	23,799.00	285,588.00
312	0442	26,740.00	320,880.00
313	0443	28,208.00	338,496.00
314	0444	20,532.00	246,384.00
315	0445	48,768.00	585,216.00
316	0446	32,276.00	387,312.00
317	0447	57,729.00	692,748.00
318	0448	117,716.00	1,412,592.00
319	0449	32,276.00	387,312.00
320	0450	31,338.00	
-		21,722.00	376,056.00

321	0451	108,714.00	1,304,568.00
322	0452	105,492.00	1,265,904.00
323	0453	218,699.00	2,624,388.00
324	0455	124,524.00	1,494,288.00
325	0456	119,639.00	1,435,668.00
326	0457	200,917.00	2,411,004.00
327	0458	138,462.00	1,661,544.00
328	0459	133,212.00	1,598,544.00
329	0460	119,639.00	1,435,668.00
330	0461	54,151.00	649,812.00
331	0462	40,287.00	483,444.00
332	0463	62,242.00	746,904.00
333	0464	64,499.00	773,988.00
334	0465	56,114.00	673,368.00
335	0466	51,046.00	612,552.00
336	0467	47,905.00	574,860.00
337	0468	36,677.00	440,124.00
338	0469	57,729.00	692,748.00
339	0470	51,046.00	612,552.00
340	0471	161,390.00	936,680.00
341	0472	116,966.00	1,403,592.00
342	0473	133,212.00	1,598,544.00
343	0474	30,401.00	364,812.00
344	0475	87,080.00	1,044,960.00
345	0476	35,612.00	427,344.00
346	0477	119,639.00	1,435,668.00
347	0478	133,212.00	1,598,544.00
348	0479	119,639.00	1,435,668.00
349	0480	133,212.00	1,598,544.00
350	0481	62,242.00	746,904.00
351	0482	51,046.00	612,552.00
352	0483	93,572.80	1,122,873.60
353	0484	113,141.00	1,357,692.00
354	0485	119,639.00	1,435,668.00
355	0486	34,151.00	409,812.00
356	0487	51,046.00	612,552.00
357	0488	121,120.00	1,453,440.00
358	0489	116,966.00	1,403,592.00
359	0490	54,187.00	650,244.00
360	0491	133,212.00	1,598,544.00
361	0492	43,193.00	518,316.00
362	0493	36,026.00	432,312.00
363	0494	45,941.00	551,292.00
364	0496	51,046.00	612,552.00
365	0497	45,941.00	551,292.00

366	0498	116,966.00	1,403,592.00
367	0499	113,141.00	1,357,692.00
368	0501	133,212.00	1,598,544.00
369	0502	116,966.00	1,403,592.00
370	0504	35,612.00	427,344.00
371	0505	36,677.00	440,124.00
372	0506	128,688.00	1,544,256.00
373	0507	113,141.00	1,357,692.00
374	0508	116,966.00	1,403,592.00
375	0509	90,512.80	1,086,153.60
376	0510	35,612.00	427,344.00
377	0511	125,713.00	1,508,556.00
379	0513	113,141.00	1,357,692.00
380	0514	128,688.00	1,544,256.00
381	0515	223,038.00	2,676,456.00
382	0516	128,688.00	1,544,256.00
383	0518	151,308.00	1,815,696.00
384	0519	31,338.00	376,056.00
385	0520	186,501.00	2,238,012.00
386	0521	54,151.00	649,812.00
387	0522	31,342.00	376,104.00
388	0524	54,151.00	649,812.00
389	0525	54,151.00	649,812.00
390	0526	54,151.00	649,812.00
391	0527	128,688.00	1,544,256.00
392	0528	128,688.00	1,544,256.00
393	0529	128,688.00	1,544,256.00
394	0530	128,688.00	1,544,256.00
395	0531	160,357.00	1,924,284.00
396	0532	128,688.00	1,544,256.00
397	0533	128,688.00	1,544,256.00
398	0534	128,688.00	1,544,256.00
399	0535	133,212.00	1,598,544.00
400	0536	151,308.00	1,815,696.00
401	0537	50,224.00	602,688.00
402	0538	121,463.00	1,457,556.00
403	0539	49,475.00	593,700.00
404	0540	125,713.00	1,508,556.00
405	0541	34,151.00	409,812.00
406	0542	34,151.00	409,812.00
407	0543	66,755.00	801,060.00
408	0544	127,116.00	1,525,392.00
409	0545	47,905.00	574,860.00
410	0546	244,275.00	2,931,300.00
411	0547	35,612.00	427,344.00

412	0548	57,729.00	692,748.00
413	0549	57,729.00	692,748.00
414	0550	57,729.00	692,748.00
415	0551	57,729.00	692,748.00
416	0552	97,292.00	1,167,504.00
417	0553	78,039.00	936,468.00
418	0554	124,163.00	1,489,956.00
419	0556	57,729.00	692,748.00
420	0557	47,905.00	574,860.00
421	0558	47,905.00	574,860.00
422	0559	229,710.00	2,756,520.00
423	0560	78,039.00	936,468.00
424	0561	47,905.00	574,860.00
425	0562	109,317.00	1,311,804.00
426	0563	109,317.00	1,311,804.00
427	0564	119,639.00	1,435,668.00
428	0566	117,213.00	1,406,556.00
429	0567	47,905.00	574,860.00
430	0568	47,905.00	574,860.00
431	0569	47,905.00	574,860.00
432	0571	47,905.00	574,860.00
433	0572	31,338.00	376,056.00
434	0573	31,338.00	376,056.00
435	0574	31,338.00	376,056.00
436	0575	33,213.00	98,556.00
437	0576	33,213.00	398,556.00
438	0577	31,338.00	376,056.00
439	0578	28,080.00	336,960.00
440	0579	25,272.00	303,264.00
441	0580	25,272.00	303,264.00
442	0581	25,272.00	303,264.00
443	0582	22,492.00	269,904.00
444	0583	25,272.00	303,264.00
445	0584	23,070.00	276,840.00
446	0585	24,452.00	293,424.00
447	0586	22,492.00	269,904.00
448	0587	22,492.00	269,904.00
449	0588	23,070.00	276,840.00
451	0590	19,793.00	237,516.00
452	0591	21,186.00	254,232.00
453	0592	33,213.00	398,556.00
454	0594	87,080.00	1,044,960.00
455	0595	47,905.00	574,860.00
456	0596	47,905.00	574,860.00
457	0597	23,070.00	276,840.00

458	0599	200,917.00	2,411,004.00
459	0600	105,492.00	1,265,904.00
460	0601	117,213.00	1,406,556.00
461	0602	54,151.00	649,812.00
462	0603	35,612.00	427,344.00
463	0604	35,612.00	427,344.00
464	0605	142,260.00	1,707,120.00
465	0606	112,964.00	1,355,568.00
466	0607	52,187.00	626,244.00
467	0608	40,287.00	483,444.00
468	0609	115,115.00	1,381,380.00
469	0610	115,115.00	1,381,380.00
470	0611	115,115.00	1,381,380.00
471	0612	115,115.00	1,381,380.00
472	0613	90,484.00	1,085,808.00
473	0614	121,463.00	1,457,556.00
474	0615	57,729.00	692,748.00
475	0616	57,729.00	692,748.00
476	0617	115,115.00	1,381,380.00
477	0618	115,115.00	1,381,380.00
478	0619	90,484.00	1,085,808.00
479	0620	90,484.00	1,085,808.00
480	0621	178,330.00	2,139,960.00
481	0622	250,668.00	3,008,016.00
482	0623	90,484.00	1,085,808.00
483	0624	59,985.00	719,820.00
484	0625	160,357.00	1,924,284.00
485	0626	115,115.00	1,381,380.00
486	0627	160,357.00	1,924,284.00
487	0628	186,501.00	2,238,012.00
488	0629	90,484.00	1,085,808.00
489	0630	115,115.00	1,381,380.00
490	0631	43,193.00	518,316.00
491	0632	43,193.00	518,316.00
492	0633	43,193.00	18,316.00
493	0634	43,193.00	518,316.00
494	0635	38,873.00	466,476.00
495	0636	33,481.00	401,772.00
496	0637	29,464.00	353,568.00
497	0638	29,464.00	353,568.00
498	0639	20,532.00	246,384.00
499	0640	23,070.00	276,840.00
500	0641	43,193.00	518,316.00
501	0642	43,193.00	518,316.00
502	0643	33,481.00	401,772.00

503	0644	29,464.00	353,568.00
504	0645	25,633.00	307,596.00
505	0646	23,070.00	276,840.00
506	0647	29,464.00	353,568.00
507	0648	20,532.00	246,384.00
508	0649	20,532.00	246,384.00
509	0650	20,532.00	246,384.00
510	0651	20,532.00	246,384.00
511	0652	29,464.00	353,568.00
512	RP10	43,193.00	518,316.00
513	RP11	57,729.00	692,748.00
515	RP13	97,292.00	1,167,504.00
516	RP19	0.00	-
517	RP23	82,552.00	990,624.00
518	RP24	0.00	-
519	RP25	124,163.00	1,489,956.00
520	RP26	0.00	-
521	RP27	108,714.00	1,304,568.00
522	TP0100	0.00	-
523	TP0102	0.00	_
524	TP0112	0.00	-
525	TPY0100	0.00	-
526	TPY0101	0.00	-
527	TPY0102	0.00	-
528	TPY0103	0.00	-
529	TPY0104	0.00	-
530	TPY0105	0.00	-
531	TPY0106	0.00	-
532	TPY0107	18,068.00	216,816.00
533	TPY0108	0.00	-
534	TPY0109	0.00	-
535	TPY0110	0.00	-
536	TPY0111	0.00	-
537	TPY0112	0.00	-
538	TPY0113	0.00	-
539	TPY0114	0.00	-
540	TPY0115	0.00	-
541	TPY0116	0.00	-
542	TPY0117	18,068.00	216,816.00
543	TPY0118	18,068.00	216,816.00
544	TPY0119	20,532.00	246,384.00
545	TPY0120	0.00	-
546	TPY0121	0.00	-
547	TPY0122	0.00	-
548	TPY0123	0.00	-

549		TPY0124	23,070.00	276,840.00
550		TPY0125	0.00	-
551		TPY0126	33,481.00	401,772.00
552		TPY0127	33,481.00	401,772.00
553		TPY0128	25,633.00	307,596.00
554		TPY0129	33,481.00	401,772.00
555		TPY0130	33,481.00	401,772.00
556		TPY0131	23,070.00	276,840.00
557		TPY0132	29,464.00	353,568.00
558		TPY0133	25,633.00	307,596.00
559		TPY0134	23,070.00	276,840.00
560		TPY0135	29,464.00	353,568.00
561		TPY0136	43,193.00	518,316.00
562		TPYMIN	50,182.00	602,184.00
	Total		47,237,460.20	566,849,522.40

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.
- 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.

FORM OF TENDER To: Date Name and address of procuring entity Tender No. Tender Name Gentlemen and/or Ladies:-Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for sum[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[number] days from the 3. date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ______ day of ______ 2013

Duly authorized to sign tender for and on behalf of

[Signature]

[In the capacity of]

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Group Life	

NOTE: The client will apply quoted rates whenever a new employee joins JOOUST or when members' limits are revised.

CONTRACT FORM

THIS AGREEMENT made the day of 2021 between
[JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE ANI
TECHNOLOGY] of [KENYA] (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:
1
WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tende
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 par
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 a
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 o
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.
TNI WHENTERS 1 Cal at 1 at
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 socied delivered by the (for the Dresswine entity)
Signed, sealed, delivered by the (for the Procuring entity)
Signed socied delivered by the (for the tenderer) in the presence of
Signed, sealed, delivered by the (for the tenderer) in the presence of _

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

To:	Date
[No	ame and address of procuring entity]
Whereas [Na underwriters	me of Underwriter]) who are established and reputable of
(Insurance Se Underwriters	rvices quotedfor) having offices at [Location and address of
offices] do he tender	reby authorize [Name and address of Bidder - Broker] to submit a
and successfu Insurance	ally negotiate and sign the contract with you against Tender for
services provi	ded by us.
We hereby externormate Contract for the	end our full guarantee and warranty as per the General Conditions of
Insurance policy	(ies) offered for supply by the above firm against this Invitation for Tenders.
Yours faithfully [Authorized S	, ignatories and official stamp of the Underwriter]

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

Bidder Off	ficial Stan	ıp/Seal							
(Title)				(Signatu	re)		(Date)		
information	n and beli	ief				to the best	•		
THAT the a participating							e not bee	en debarrec	d from
title/descrip								•	
						. (Insert			
± • ·						respect			No.
Officer/Dire	ector of						(Inse	rt name	of the
a statement	as follows	Ċompany	Secr	etary/ C	hief E	xecutive/M	anaging	Director/P	rincipal
hereby ma							1	,	
	of					in the 1	Republic	of Kenva	do
							being	g a	
I, .of				• • • • • • • • • • •	• • • • • • • • •				•••••

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

I, resident of		of P. O.	Box		. being a
follows:-	in the l	Republic of -	do hereby	make a stateme	ent as
1. THAT I am Officer/Director o		Executive/	Managing Di	rector/Principal	ļ
Company) who			(ins	sert name of th	e
is a No.	Bidder	in	respect	of	Tender
duly authorized and	`			tion) for JOO	UST and
2. THAT the aforest engage in any corrinducement to any magents of JOOUST 3. THAT the aforest offered any induced employees and/or a	rupt or frauduler nember of the land of which is the present Bidder, is ment to any m	nt practice ar Board, Mana procuring ent its servants tember of the	nd has not been gement, Staff a ity. and/or agents	requested to pa and/or employed /subcontractors	es and/or have not
4. THAT the aforesa practice with other		0 0	0 0	•	ive
5. THAT what is denoted information and belicity.	ief			•	
(Title)	 ficial Stamp/Se	(Signature))		(Date)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

1. COMPANY DETAILS

	a) Business Name
	b) Location of business premises
	Plot No Street/Road
	Postal Address
	Email
	Contact Person and Telephone No
	(Please attach Company Profile)
	c) Nature of business
	d) Registration Certificate No(Please attach copy)
	e) Current Trade Licence No(Please attach copy)
	f) PIN No (Please attach copy)
	g) Tax Compliance Certificate No(Please attach copy)
	h) VAT No
	i) Year Established
	j) Number of staff employed
	k) Payment termsDays
	l) Maximum value of business which you can handle at any one time Kshs
` '	SOLE PROPRIETOR:
Natio	name in full



2(b) – Partnership Give details of J	partners as follows		
Name	Nationality	Citizenship Details	Shares
(If a Kenyan Citizen, i Registration)	indicate under Citize	n Details whether by	Birth, Naturalization or
2(c) – Registered Com	npany:		
Private or public			
State the nominal and i	ssued capital of the c		
Nominal Kshs			
Issued Kshs			
Give details of all direct	ctors as follows		
Name	Nationality	Citizenship Details	Shares
Date	Signature	of Tenderer	
If a citizen, indicate u	under "Citizenship I	Details" whether by I	Birth, Naturalization or



Registration

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 cou	ıntry].
having our registered office at [name of procuring entity] (hereinafter called	<the< td=""></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 assig	ns 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]



PERFORMANCE SECURITY FORM

Го:	
[Name of procuring entity]	
WHEREAS[Name of tenderer]	
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.	
[Reference number of the contract] dated20	
o supply	
[Description of insurance services] (Hereinafter called "the Contract")	
AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shournish you with a bank guarantee by a reputable bank for a sum specified therein security for compliance with the Tenderer's performance obligations in accordance whe Contract	as
AND WHEREAS we have agreed to give the tenderer a guarantee:	
THERFEFORE WE hereby affirm that we are Guarantors and responsible to you, behalf of the tenderer, up to a total of	our and of aid,
This guarantee is valid until the day of 20 _	
Signature and seal of the Guarantors	
[Name of bank of financial institution]	



REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NOOF20BETWEEN
APPLICANT
AND
Request for review of the decision of the (Name of the Procuring Entity) of
dated theday of
20
REQUEST FOR REVIEW
I/We,the above named Applicant(s), of address: Physical
address
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds, namely:-
1.
2.
By this memorandum, the Applicant requests the Board for an order/orders that: -
1.
2.
etc
SIGNED(Applicant)
Dated onday of/20
FOR OFFICIAL USE ONLY
Lodged with the Secretary Public Procurement Administrative Review Board on day of
20
SIGNED
Board Secretary



EVALUATION CRITERIA: TENDER EVALUATION FORM

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

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

Evaluation Stages

Stage 1: Mandatory Requirements (Preliminary evaluation)

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

- 1) A. Mandatory Requirements for Underwriters only Only firms meeting ALL the mandatory requirements shall proceed for further evaluation.
- i. Certificte of Registration/Incorporation with Registrar of companies
- ii. Attach a valid registration certificate for the year 2021 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- iii. Form of Tender- Dully filled signed and stamped
- iv. KRA PIN Certificate
- v. Valid KRA tax compliance certificate
- vi. Must attach Valid NHIF & NSSF Compliance certificates
- vii. Must attach Tender Security of 2% of the tender price valid for 120 days from a reputable commercial bank in Kenya. Or from Insurance companies approved by PPRA.
- viii. Attach a valid (current) copy of trading license for the Year 2021) from respective county government.
- ix. Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- x. Dully filled and signed and stamped non debarment form in the bid document.
- xi. Must have annual gross premiums turnover of at least Ksh.500 Million each in the last two years (2019 & 2018)..
- xii. Must have paid up capital of at least Kshs. 300 million.
- xiii. Dully filled, signed and stamped Confidential Business questionnaire



xiv. Must sequentially serialize all pages of the submitted bid document. (From the 1stpage to the last page including the tender document and the supplier's attachments).

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

PART ONE

xi.

- i. Certificate of Registration/Incorporation with Registrar of companies
- ii. Certificate of Registration with Insurance Regulatory Authority for the year 2021
- iii. Current registration certificate for the year 2021 with Association of Insurance Brokers of Kenya (AIBK) and a copy of the current license be submitted.
- iv. Must attach a copy of Professional indemnity Insurance cover of Ksh.50 million.
- v. Attach dully signed authorization letter from the proposed underwriter for all the policies being tendered.(submission of two or more authorization letter shall be disqualified from further evaluation)
 - vi. Form of Tender- Dully filled signed and stamped
- vii. Must attach KRA PIN Certificate
- viii. Must attach valid KRA tax compliance certificate
 - ix. Must attach Valid NHIF & NSSF Compliance certificates
 - Must attach Tender Security of 2% of the tender price valid for 120 days from a reputable commercial bank in Kenya Or from Insurance companies approved by PPRA.
 - Attach a valid (current) copy of trading license for the Year 2021 from respective county government.
 - Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- xii. Dully filled and signed and stamped non debarment form in the bid document.
- xiii. Dully filled, signed and stamped Confidential Business questionnaire
- xiv. Must sequentially serialize all pages of the submitted bid document failure shall lead to
- automatic disqualification. (From the 1st page to the last page including the tender document and the supplier's attachments).

PART TWO (PROPOSED/RECOMMENDED UNDERWRITER EVALUATION)

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

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

- a) Certificate of Registration/Incorporation with Registrar of companies
- b) Valid tax compliance certificate



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- c) Valid NHIF & NSSF Compliance certificates
- d) Attach a Current and valid registration certificate for the year 2021 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- e) Attach audited financial statement for the three years namely 2019,2018 and 2017) $\,$
- f) Must have annual gross premiums turnover of at least Ksh.500Million each in the last two years (2019 & 2018).
- g) Must have paid up capital of at least Kshs. 300 million.

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

No	Description of Criteria	Weighting Scores	Max Scores
1.	PREVIOUS EXPERIENCE Bidders MUST Provide Copies	0 clients0 marks	20.marks
	of contracts or Award letters from past and current	1-2 clients5 Marks	
	ye ars with a contract sum of at least	3-4-clients15Marks	
	y for Group life insurance of the rec within the last five years (i.e. 2016 to		
	date)	20marks	
2.	Must give evidence of claim payments (cheques, RTGS transfers etc.) to five	0 evidence0 marks 1-2 clients5 Marks 3-4	10 marks
	clients worth at least Ksh.1 million each for Group life Insurance	clients7 marks	
	Policy claims within the past five years (2016 to 2020).	5 and above evidence10marks	
3.	FINANCIAL HEALTH OF THE FIRM (MUST attach audited financial statement for the two years namely 2019 and 2018) Unqualified audit opinion attracts full marks whereas qualified audit opinion attracts less marks.	i. Average turn (for 2019 and 2018) over above 500M and above (20marks) Average turn (for ii. 2019 and 2018) 200,000,001 — 499,999,999.00 (10 marks) Average turn (for 2019 iii. 2018) 1- 199M5marks).	20marks



4.	ANNUAL PREMIUM TURNOVER In the last two financial years. (2018/2019) (10 marks).	i. ii. iii.	Annual Premium Turnover (for 2019 2018) 500million a above (20marks) Annual Premium Turnover (for 2019 2018) 300,000,000 - 499M (10 marks) Annual Premium Turnover (for 2019 2018) 1M- 299M (5marks).	and	20marks
5	KEY PERSONNEL Provide Detailed CV's of top a technical staff who have Profession qualifications in Insurance (ACII/ CC/Diploma in Insurance/ CII/FCII etc.) a valid membership with profession Insurance body (Insurance Institute content of the relevation of the rel	i ∙ii.	5 personnel and above (20marks)	٥	20marks
	TOTALS SCORE	•		_	90 Marks

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

Total Marks (Technical):90 marks

3. Financial evaluation criteria.

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

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

Stage 4: Declaration (For the Tenderer only)

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



	cept your bid to be evaluated based on the above criteria and tem during the entire period of the tender? (Tick appropriately
No:	Yes:
Official Stamp	Sign

