



TECHNICAL UNIVERSITY OF MOMBASA

P.O. Box 90420-80100

Tel: 0733 955 377: Email: procurement@tum.ac.ke

TENDER NO: TUM/T/12/2019-2020

**PROVISION OF PROVISION OF STAFF GROUP LIFE WITH
LAST EXPENSE INSURANCE**

CLOSING DATE: 1ST APRIL,2020 AT 10.00AM

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INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
 - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
 - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
 - I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.
 - IV. Delete name and address of PPOA.

VISION

A University of Global Excellence in advancing Knowledge, Science and Technology.

MISSION

To provide Leadership and outstanding programmes by engaging in scholarly reflection, cultivating critical thinking and advancing creative problem-solving skills in the field of Engineering, Sciences, business and related areas that benefit society

VALUES

The Management, staff and students of the TUM will endeavor to institutionalize, and inculcate values that foster a strong corporate culture that promotes excellence, cohesion and achievement. TUM espouses the following value in the conduct of all its functions:

- 1. Professionalism**
- 2. Equity and Social Justice**
- 3. Efficiency and Efficacy**
- 4. Commitment**
- 5. Service Delivery**
- 6. Team work**
- 7. Creativity and Innovativeness**
- 8. Integrity**
- 9. Environmental sustainability**

SECTION I - INVITATION FOR TENDERS
DATE: 17TH MARCH,2020

TENDER REF. NO. TUM/T/12/2019/2020 TENDER NAME:
PROVISION OF PROVISION OF STAFF GROUP LIFE WITH LAST
EXPENSE INSURANCE COVER

- 1.1 Technical University of Mombasa invites sealed tenders from eligible candidates for provision of Insurance medical cover for staff and Council Members.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Technical University of Mombasa P. O. Box, 90420-Mombasa or Procurement offices during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kes. One Thousand Only) in cash or bankers cheque payable to Vice Chancellor Office or be addressed to Technical University of Mombasa, P.O.BOX 90420-80100, Mombasa.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **the Administration Block 1st Floor** or to be addressed to

THE VICE CHANCELLOR
TECHNICAL UNIVERSITY OF MOMBASA
P.O. BOX 90420-80100 MOMBASA, KENYA
*Should be deposited in the **tender box** located at the Administration Block
1st Floor on or before **Wednesday, 1st April, 2020 at 10.00am.** **Late bids**
will not be accepted*

Bulky tenders which do not fit the tender box shall be registered at the Vice
Chancellor Office on 1st floor of the Administration Block,

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Technical University of Mombasa Main Campus Conference Room.**

**HEAD OF PROCUREMENT
FOR: 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 Technical University of Mombasa's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Technical University of Mombasa 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 Technical University of Mombasa, 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 not exceed Kshs.5,000/=

2.2.3 Technical University of Mombasa 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) 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 Technical University of Mombasa by post, fax or by email at Technical University of Mombasa's address indicated in the Invitation for tenders. Technical University of Mombasa 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 Technical University of Mombasa. 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 Technical University of Mombasa 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, Technical University of Mombasa, 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, Technical University of Mombasa, 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 Technical University of Mombasa, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Technical University of Mombasa'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 Technical University of Mombasa 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 Technical University of Mombasa as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29or

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

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Technical University of Mombasa as non-responsive.

2.13.2 In exceptional circumstances, Technical University of Mombasa 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 Technical University of Mombasa 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 *1ST APRIL,2020 AT 10.00AM*

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, Technical University of Mombasa 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 Technical University of Mombasa at the address specified under paragraph 2.15.2 not later than *1ST APRIL,2020 AT 10.00AM*

2.16.2 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa will open all tenders in the presence of tenderers' representatives who choose to attend, at *10.00AM Wednesday 1st April,2020* 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 Technical University of Mombasa, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa in Technical University of Mombasa'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 Technical University of Mombasa 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 Technical University of Mombasa 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, Technical University of Mombasa 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. Technical University of Mombasa'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 Technical University of Mombasa 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, Technical University of Mombasa 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 Technical University of Mombasa will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Technical University of Mombasa'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) Technical University of Mombasa 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 Technical University of Mombasa'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. Technical University of Mombasa 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 Technical University of Mombasa

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa's action. If Technical University of Mombasa determines that non of the tenders is responsive, Technical University of Mombasa shall notify each tenderer who submitted a tender.
- 2.26.2 Technical University of Mombasa shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, Technical University of Mombasa 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 Technical University of Mombasa pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 Technical University of Mombasa 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 Technical University of Mombasa notifies the successful tenderer that its tender has been accepted, Technical University of Mombasa 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 Technical University of Mombasa.

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 Technical University of Mombasa.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 Technical University of Mombasa 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 Technical University of Mombasa will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist Technical University of Mombasa in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. Technical University of Mombasa should specify in the appendix information and requirements specific to the circumstances of the procurig entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.

- (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
- 4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
- 5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1.1	Eligible tenderers: Insurance Company licensed by the Insurance Regulatory Authority (IRA) to transact business in Kenya.
2.1.3	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.4	<p>A prospective tenderer requiring any clarification of the tender document may notify TUM in writing (email in PDF format or by facsimile) at the following address: One copy to: - Head of Procurement Department, P.O. Box 80420 – 80100 MOMBASA, KENYA E-mail: procurement@tum.ac.ke</p> <p>TUM will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.</p> <p>NB: Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly</p>

	numbered.
2.12	Tender security (Value Kshs.100,000) in the form of unconditional Bank Guarantee or Insurance approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days after date of tender opening
2.15.2 (b)	<i>1st April,2020 at 10.00am</i>
2.16.1	<i>1st April,2020 at 10.00am</i>
2.16.3	Bulky tenders which do not fit the tender box shall be received at the Vice Chancellor Office on 1 st floor of the Administration Block
2.18.1	<i>1st April,2020 at 10.00am</i>
2.27	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank
COVER PERIOD	Annual renewable based on performance. Effective date: TBA

CRITERIA OF EVALUATION

The evaluation criteria will be applied as indicated here below: -

No.	Mandatory Requirement	YES/NO
1.	Tender security (Value Kshs.100,000) in the form of unconditional Bank Guarantee or Insurance approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days after date of tender opening	
2.	Certified copy of registration certificate from IRA for 2020 and current and a copy of the current licence as applicable	
3.	Certified copy of AKI membership for the current year 2020/ Association of Insurance Brokers (AIB) 2020 as applicable	
4.	Submit a Copy of Valid Tax Compliance Certificate from KRA	
5.	Must have been in existence for the last five (5) years. A copy of Certificate of Incorporation/Registration must be provided.	

6.	Duly filled Confidential Business Questionnaire Form	
7.	A copy of Current Trading License/ Business Permit	
8.	CR12 not more than 12 months from date of issue	
9.	Duly filled and signed and stamped form of tender	
10.	Submit copies of audited accounts for the latest two (2) financial years (2018 & 2019)	
11.	Duly filled, signed and stamped Self Declaration Form	
12.	Duly filled, signed and stamped Anti-Corruption Declaration form.	
13.	Tender document MUST be sequentially serialized (paginated) on every page. No loose documents will be accepted.	
14.	Must return two (2) tender documents (one original and one copy)	
	Any other condition(s) set out 4.1	
	AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER	
	TECHNICAL EVALUATION:	Maximum Score
1.	Years of experience in Group Life Insurance Cover Business in the firm (Maximum 10) i. 10 and Over years' experience (5 Marks) ii. Below 10 years prorate i.e. $\frac{\text{No. of years} * 5}{10}$ Attach evidence	5
2.	Evidence of having 5 corporate group life clients whose annual premium is Kshs. 5 Million each for 2019 i. Attach proof Copy of signed contract between the client and service providers). (Max 2 point each) ii. Attach a Letter of recommendation from each of the five (5) Clients for each attached contract. (Max 2 point each) Above Client Recommendation Rating Excellent (2 marks each) Good (1 mark each) Average (0.5 marks) Poor (0 marks)	20
3.	List three (3) key professional staff proposed for the assignment and specify their specific portfolio/tasks. Attach copies of signed CVs and certified certificates of the proposed personnel	0
	Principal Officer proposed for the Assignment (Attach copies of signed CVs and Certified certificates) i. Possession of B. Com Degree Insurance (Option) or	10

	<p>equivalent or higher - 3Marks (\ zero for lower qualification)</p> <p>ii. Possession of ACII/ AIIK -2 Marks</p> <p>iii. Relevant experience- 1 Mark for every year's experience after qualification - Max. 5 Marks</p>	
	<p>Professional qualifications and experience of two other technical personnel (Attach copies of signed CVs and Certified certificates)</p> <p>i. Relevant Degree- 3 Marks</p> <p>ii. Possession of ACII/ AKII - 2 Marks</p> <p>iii. Relevant experience - 1 Mark for every year's experience after qualification - Max. 5 Marks</p>	20
4.	<p>Provide list of all Exclusions that apply. All the exclusions provided in the cover will be evaluated. (The fewer the exclusions, the higher the score). ALL EXCLUSIONS MUST BE DISCLOSED IN THE TECHNICAL PROPOSAL.</p>	5
5.	<p>Average Gross Written Annual Medical Premiums for year 2018 & 2019 for the Underwriter:</p> <p>i. Above Kshs. 100 million - 5marks</p> <p>ii. Kshs.100 million - 50 million 2.5marks</p> <p>iii. Below 50 million - 1 marks</p>	5
6.	<p>Evidence of settling 2 claims in excess of 5 Million each to reputable clients in the last 5 years (attach copies of discharge vouchers or equivalent)</p>	10
7.	<p>Additional Benefit:</p> <ul style="list-style-type: none"> • Free Cover Limit • Advance payment in case of critical illness • Permanent total disability • Free medical checkup • Any other additional benefit 	5
8.	<p>Detailed Operational Plan and Methodology - 10 Marks</p> <p>This will include detailed execution of service, work plan and time frame on following: -</p> <p>i. Claims Management -Turn-around time, handling of loss adjusters etc. (Max 3points) as follows: Turnaround time for processing claims (attach evidence)</p> <ul style="list-style-type: none"> • Within 7 days- attach evidence (3marks) • Within 8-14 days- attach evidence (1.5 marks) • Within 15-30 days -attach evidence (1marks) <p>ii. Underwriting - Placement of new covers and review of policy documents(3points)</p> <p>iii. Submit a draft Cover Policy (2 points)</p> <p>iv. Risk Management advisory and risk surveys (2 points)</p>	10
9.	<p>Bidder has in place installed IT system that provides accurate and up to date information on the administration of the scheme.</p>	5

	Physical verification and testing may be done to confirm. Vendor certification of the software system must be attached	
10.	Premium payment terms/options	5
		100

To qualify for financial evaluation, the bidder must score a minimum of 80 points (80%).

The weights are as follows: - T (Technical) = 80 P (Financial) = 20 Financial Score

FINANCIAL EVALUATION

The formula for calculating the financial scores is:

$S_f = 100 * F_m / F$ Where: S_f is the total financial score of the proposal.

F_m is the highest financial proposal score.

F is the total financial score of the proposal under consideration.

Combined Technical and Financial Score

The formula for calculating the total combined scores is $S = S_t * T\% + S_f * P\%$.

Where: S is the combined technical and financial score;

S_t is the technical score;

T is the weight of the technical score (80);

S_f is the financial score; and P is the weight of the financial score (20)

The bidder with the highest total points for technical and financial evaluation shall be awarded this Tender.

DUE DILIGENCE

Due diligence may be carried out to the successful bidder as ranked in the financial stage (Highest combined technical and financial score).

AWARD OF CONTRACT

The bidder with the highest combined Technical and Financial scores shall be awarded the tender upon confirmation of the documented evidences submitted.

Note:

1. In case of a tie in the combined score, the bidder with the lowest tender sum shall be awarded the contract.
2. In case of a tie in the tender sum, the bidder with the highest combined score shall be awarded the contract.

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 Technical University of Mombasa 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 Technical University of Mombasa under the Contract.
- (d) "Technical University of Mombasa" 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 superceded 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 Technical University of Mombasa'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 Technical University of Mombasa 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 Technical University of Mombasa'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 Technical University of Mombasa and shall be returned (all copies) to Technical University of Mombasa on completion of the contract's or performance under the Contract if so required by Technical University of Mombasa.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify Technical University of Mombasa 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 Technical University of Mombasa the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by Technical University of Mombasa 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 Technical University of Mombasa, 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 Technical University of Mombasa'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 Technical University of Mombasa 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 Technical University of Mombasa's prior written consent.

3.11. Termination for Default

3.11.1 Technical University of Mombasa 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 Technical University of Mombasa.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of Technical University of Mombasa has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa.

3.13. Termination for Convenience

3.13.1 Technical University of Mombasa 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 Technical University of Mombasa 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 Technical University of Mombasa and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

CONDITIONS TO BE MET BY INSURANCE COMPANY

- i. A copy of Certificate of Incorporation
- ii. Must be registered with the Commissioner of Insurance for the current year (2020) and a copy of the current licence be submitted.
- iii. Must have Annual Gross premiums in last two years of KShs. 500 million excluding Motor Insurance premiums.
- iv. Must have paid up capital of at least Ksh. 250 Million
- v. Must submit a copy of the audited accounts for the latest three (3) financial years (2018 and 2019).
- vi. Must submit copies of the following documents;
 - a. Valid Tax Compliance Certificate from KRA or a letter of Exemption,
 - b. Copy of Certificate of Registration/Incorporation
- vii. Must be a member of the Association of Kenya Insurance (AKI)
- viii. Must have been in existence for the last five (5) years
- ix. Must provide original quotations.

CONDITIONS TO BE MET BY INSURANCE BROKER

- i. Must be registered with the Commission of Insurance for current year (2020) and a copy of the current licence be submitted.
- ii. Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a copy be submitted.
- iii. Must have had annual gross premiums in previous five (5) years of Kshs. 250 million excluding Motor Vehicle Insurance premiums.
- iv. Must submit a copy of the audited accounts for the last two years (2018 and 2019).
- v. Must submit copies of the following documents;
 - a. Valid Tax Compliance Certificate from KRA or a letter of Exemption,
 - b. Copy of Certificate of Registration/Incorporation
- vi. Must be a current member of the Association of Insurance Brokers (AIB).
- vii. Must have been in existence for the last five (5) years.
- viii. Must provide original quotations of the recommended underwriter.

(Modify as necessary)

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Performance security w o r t h 10% of the contract price which will be required within thirty (30) days of receipt of notification of Contract award. The successful tenderer shall furnish to TUM the Performance Bond in the form of a Bank guarantee issued by a reputable Bank located in Kenya, or Insurance Firm registered with IRA and approved by PPRA.
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. The Contract is for a period of 24 months, renewable annually subject to performance
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.9 Price adjustment	Price can only be reviewed after one year depending on the rate in inflation and market mechanism.
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Vice Chancellor Technical university of Mombasa P.O. Box 90420-80100 Mombasa

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

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

SECTION V - SCHEDULE OF REQUIREMENTS

(DETAILS OF INSURANCE COVERS)

PROPOSED COVER: TERMS OF REFERENCE (TORS)

The resulting contract will run for a period of one (1) year renewable for a similar term, subject to performance. Premium will be paid annually.

COVER DETAILS	
POLICY	Staff Group Life with last expense insurance and critical illness
PERIOD	Annual Cover , Renewable annually subject to annual Satisfactory Performance review
SCOPE OF COVER	Provide compensation for death, permanent disability, critical illness, and funeral expenses of the University's employees while in the employment of the University.
A INTEREST/SUM INSURED MANDATORY (THESE ARE THE BASIC MINIMUM AND MUST BE MET IN FULL)	<p>Benefits</p> <ul style="list-style-type: none"> i. Death in service benefit - 5 years 3-time basic salary ii. Permanent Total Disability- 5 years' 3 times basic salary iii. Accidental medical expenses Up to a maximum of Kshs 7,000,000 iv. Last expense cover of Kshs 150,000 v. Free Cover Limit of Minimum Kshs. 15,000,000 vi. In case of critical illness is 30% of group life sum assured up to maximum 7 million shilling. vii. Proposed Waiting Period (Critical Illness): Maximum 3 months <p>Sum Insured will be Kshs. 537,939,414.00 (Total Annual basic salary for staff as at March 2020)</p>
PERSONS COVERED	Estimated Number of employees 653
EXCESS	NIL
CANCELLATION NOTICE	Sixty (60) Days
SECTION B OTHER DETAILS	
	1. No exclusion on HIV & AIDS
	2. No exclusion on suicide
EXTENSIVE CLAUSES	3. Accumulation limit (No

	accumulation limit)
	4. Age limit: 18-70 years
	5. Disappearance
	6. Worldwide cover
	7. Exposure, excluding aircrew duties
	8. Hijack
	9. Mountaineering, Excluding use of ropes and guides
	10. Payment on account
	11. Declaration
	12. Automatic additions/deletions
	13. Riot, strike and civil commotion
	14. Trustees
	15. 24 hour cover duty or pleasure ⊗ Including aviation risks
	16. Evacuation within East Africa ⊗ Political risks
	17. HIV/AIDS inclusion
	18. Accelerated critical illness cover

	<p>Premium is based on current number of staff members. Any additions of new members will be included at the contracted premium pro-rata the period of entry. Exit will also be invoiced less credit note of the unutilized premium from the date thereof</p> <p>NB: The actual number of staff members shall be provided by the University at the time of preparing the contract and the sum assured and the premium quoted shall be adjusted accordingly.</p>
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SECTION V - STANDARD FORMS

Notes on the standard Forms:

1. Form of TENDER - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Price Schedule Form - The price schedule form must similarly be completed and submitted with the tender.
3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
5. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the Company.
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 Company.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to Technical University of Mombasa.
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 Technical University of Mombasa.
7. **Self-Declaration That the Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015.**
8. **Self-Declaration That the Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice.**

Form of Tender

To:
Name and address of procuring entity

Date _____
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
.....[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.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. 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.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

Bidders shall ensure the following price schedule is duly signed and stamped.

PRICE SCHEDULE

S/No.	Description	Total Annual Premium (Kshs)	Name of Underwriter
1.	Provision of Group Life with Last Expense Insurance Cover		

Signature of Tenderer's authorized official _____

Date _____ Stamp:

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called "Technical University of Mombasa") of the one part and
[name of tenderer] of [city and country of tenderer]
(hereinafter called "the tenderer") of the other part:

WHEREAS Technical University of Mombasa 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) Technical University of Mombasa's Notification of Award
3. In consideration of the payments to be made by Technical University of Mombasa to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Technical University of Mombasa to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Technical University of Mombasa 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 Technical University of Mombasa)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name
 Location of business premises
 Plot No. Street/Road
 Postal Address Tel. No.Fax Email
 Nature of business
 Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.

Name of your bankers Branch

Part 2(a) - Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) - Partnership

Give details of partners as follows

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

Part 2(c) - Registered Company:

Private or public

State the nominal and issued capital of the company -

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by Technical University of Mombasa on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Technical University of Mombasa 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 Technical University of Mombasa up to the above amount upon receipt of its first written demand, without Technical University of Mombasa having to substantiate its demand, provided that in its demand Technical University of Mombasa will note that the amount claimed by it is due to it, owing to the

occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of Technical University of Mombasa) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

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

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of Technical University of Mombasa) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of Technical University of Mombasa) which is Technical University of Mombasa.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of Technical University of Mombasa)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of Technical University of Mombasa*) of
.....dated the...day of20.....in the matter of Tender No.....of20..

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review
Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary