

**CHUKA**



**UNIVERSITY**

**PROVISION OF MOTOR VEHICLE  
INSURANCE SERVICES FOR  
THE PERIOD 2021-2023**

**TENDER NO. CU/OPNT/66/2020-2021:**

**JUNE 2021**

<b>Table of Contents</b>	<b>Page</b>
Section I	INVITATION FOR TENDERS..... 3
Section II	INSTRUCTION TO TENDERERS..... 4
	Appendix to instructions to tenderers ..... 5
Section III	GENERAL CONDITIONS OF CONTRACT..... 17
Section IV	SPECIAL CONDITIONS OF CONTRACT ..... 21
Section V	SCHEDULE OF REQUIREMENTS ..... 23
Section VI	STANDARD FORMS ..... 24
1.	FORM OF TENDER .....25
2.	PRICE SCHEDULES..... 26
3.	CONTRACT FORM..... 28
4.	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .... 29
5.	TENDER SECURITY FORM ..... 30
6.	PERFORMANCE SECURITY FORM..... 31
7.	LETTER OF NOTIFICATION..... 32
8.	PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD..... 33
9.	TECHNICAL EVALUATION FORM.....34

## SECTION I: INVITATION TO TENDER

**DATE: May, 2021**

**TENDER REF. NO: CU/OPNT/66/2020-2021**

**TENDER NAME: PROVISION OF MOTOR VEHICLE INSURANCE SERVICES FOR THE PERIOD 2021 – 2023.**

1.1 Chuka University invites sealed bids from eligible Insurance Brokers for provision of Motor Vehicle Insurance Services.

1.2 Interested eligible candidates may obtain further information and inspect the tender documents at Chuka University, Procurement Department P. O. Box 109-60400 Chuka, situated along Embu – Meru road during normal working hours (8.00 am – 5.00 pm) Monday to Friday.

1.3 A complete set of tender documents maybe downloaded from Chuka University website [www.chuka.ac.ke](http://www.chuka.ac.ke) or <http://supplier.treasury.go.ke> for free.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes indicating the “TENDER NUMBER AND NAME” without identifying the sender should be addressed to;

The Vice-Chancellor  
Chuka University  
P.O. Box 109-60400  
CHUKA

or placed in the Tender Box located in the Vice-Chancellor’s office so as to be received ON OR BEFORE **22<sup>nd</sup> June, 2021 at 12.00 Noon.**

1.5 Prices quoted should be inclusive of all taxes including delivery costs and must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.

1.6 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at Chuka University, Conference Hall.

1.7 Bidders must serialize/number all the pages of their bid document and indicate total number of pages submitted failure to which shall lead to disqualification.

Naftal O. Oenga  
**Head of Procurement Department**  
**For: Vice-Chancellor**

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender document.....	5
2.4 Clarification of Tender document.....	6
2.5 Amendments of Tender document.....	6
2.6 Language of Tenders.....	6
2.7 Documents Comprising the Tender.....	7
2.8 Tender Form.....	7
2.9 Tender Prices.....	7
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	7
2.12 Tender Security.....	7
2.13 Validity of Tenders.....	8
2.14 Format and Signing of Tenders.....	8
2.15 Sealing and Marking of Tenders.....	9
2.16 Deadline for Submission of Tenders.....	9
2.17 Modification and Withdrawal of Tenders.....	9
2.18 Opening of Tenders.....	10
2.19 Clarification of Tenders.....	10
2.20 Preliminary Examination.....	10
2.21 Conversion to Single Currency.....	11
2.22 Evaluation and Comparison of Tenders.....	11
2.23 Contacting Chuka University .....	12
2.24 Post-Qualification.....	12
2.25 Award Criteria.....	12
2.26 Chuka University Right to Vary Quantities .....	13
2.27 Chuka University Right to Accept or Reject any or all Tenders.....	13
2.28 Notification of Award.....	13
2.29 Signing of Contract.....	13
2.30 Performance Security.....	13
2.31 Corrupt or Fraudulent Practices.....	14

## 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 Chuka University 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 59 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 Chuka University 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 Chuka University, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 Chuka University 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 addendum 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 Chuka University by post, fax or by email at Chuka University address indicated in the Invitation for tenders. Chuka University 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 Chuka University. 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 Chuka University 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, Chuka University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Chuka University, 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 between the tenderer and Chuka University, 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 Chuka University 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 on 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 Chuka University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

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

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

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

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Chuka University as non-responsive.

2.13.2 In exceptional circumstances, Chuka University 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 Chuka University 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 22<sup>nd</sup> June, 2021 at 12.00 Noon.**”

- 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, Chuka University 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 Chuka University at the address specified under paragraph 2.15.2 not later than **9<sup>th</sup> June, 2021 at 12.00 Noon**. Chuka University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of Chuka University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

- 2.16.2 Bulky tenders which will not fit the tender box shall be received by Chuka University 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 Chuka University 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 Chuka University will open all tenders in the presence of tenderers' representatives who choose to attend, on **22<sup>nd</sup> June, 2021 at 12.00 Noon** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Chuka University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Chuka University 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 Chuka University 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 Chuka University in Chuka University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.19 Preliminary Examination and Responsiveness**

- 2.20.1 Chuka University 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 Chuka University 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, Chuka University 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 Chuka University 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 Chuka University 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, Chuka University 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 Chuka University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Chuka University'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) Chuka University 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 Chuka University'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. Chuka University 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 Chuka University**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Chuka University 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 Chuka University 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 Chuka University 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 Chuka University 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 Chuka University 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 2.27 Chuka University 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. Chuka University's Right to accept or Reject any or all Tenders**

- 2.26.1 Chuka University reserves the right to accept or reject any tender, and give reasons for rejection.
- 2.26.2 Chuka University shall give prompt notice of the termination to the tenderer and give 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, Chuka University 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 Chuka University 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 Chuka University 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 Chuka University notifies the successful tenderer that its tender has been accepted, Chuka University will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 The contract shall be entered into within the period specified in the notification but not before fourteen days have elapsed from the date of notification.
- 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 the tender validity period 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 Chuka University.

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 Chuka University may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

2.30.1 Chuka University 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 Chuka University 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	<p><b>A) All applicants MUST meet the following conditions:</b></p> <ol style="list-style-type: none"> <li>i. Form of tender (dully filled, signed and stamped)</li> <li>ii. Registered with the Insurance Regulatory Authority (attach copy of the registration certificate)</li> <li>iii. Handled insurance services for the last five years</li> <li>iv. Provide list of any five reputable clients and total clients premiums for the previous year</li> <li>v. Current trading licence</li> <li>vi. Audited financial accounts for the last two years</li> <li>vii. Must provide copies of the following:               <ul style="list-style-type: none"> <li>• Pin certificate</li> <li>• Tax Compliance Certificate</li> <li>• Certificate of Registration /Incorporation</li> </ul> </li> <li>viii. Must be a member of the Association of Insurance Brokers (AIB)</li> <li>ix. Must have a professional Indemnity Insurance Cover of at least Kshs.50 Million and copy must be attached</li> <li>x. Must have a positive working capital</li> </ol>
2.12	<p><b>Tender Security</b> Tender security shall be from a reputable Commercial Bank or Insurance Company approved by PPRA for an amount of <b>KES. 100,000/=</b> and must be valid for not less than <b>180 days</b> after tender opening.</p>
2.15.2 (b)	<p>Tender Opening The closing date shall be <b>22<sup>nd</sup> June, 2021 at 12.00 Noon.</b></p>

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	17
3.2 Application.....	17
3.3 Standards.....	17
3.4 Use of Contract Documents and Information.....	18
3.5 Patent Rights.....	18
3.6 Performance Security.....	18
3.7 Delivery of Services and Documents.....	19
3.8 Payment.....	19
3.9 Prices.....	19
3.10 Assignment.....	19
3.11 Termination for Default.....	19
3.12 Termination for Insolvency.....	20
3.13 Termination for Convenience.....	20
3.14 Resolution of Disputes.....	20
3.15 Governing Language.....	21
3.16 Applicable law.....	21
3.17 Force Majeure.....	21
3.18 Notices.....	21



## **SECTION 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 Chuka University 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 Chuka University under the Contract.
- (d) “Chuka University” 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 Chuka University’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 Chuka University 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 Chuka University'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 Chuka University and shall be returned (all copies) to Chuka University on completion of the contract's or performance under the Contract if so required by Chuka University.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify Chuka University 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 Chuka University the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to Chuka University 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 Chuka University and shall be in the form of:

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

3.6.4 The performance security will be discharged by Chuka University 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 Chuka University 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 Chuka University, 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 Chuka University 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 Chuka University 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 Chuka University's prior written consent.

### **3.11. Termination for Default**

- 3.11.1 Chuka University 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 Chuka University.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
- 3.11.2 In the event Chuka University 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 Chuka University 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 Chuka University 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 Chuka University.

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

- 3.13.1 Chuka University 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 Chuka University 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 Chuka University 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

### 4.1. CONDITIONS TO BE MET BY THE INSURANCE BROKERS

- 4.1.1 Must have a Bank guarantee of **Kshs. 1 million** deposited with the Commissioner of Insurance and a Copy be submitted
- 4.1.2 Must have a Professional Indemnity Insurance Cover of at least **Kshs.50 million** and a copy be submitted
- 4.1.3 Must give a list of 5 (five) reputable clients and the total clients premium in the previous year
- 4.1.4 Must submit a copies of the audited statements for the last three year
- 4.1.5 Must be a current member of the Association of Insurance Brokers (AIB) (to be completed as appropriate. Amendments may be made 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	Not applicable for this tender
3.8 Payment	Payment shall be done after the terms and conditions of this tender are satisfied.
3.14 Resolution of Disputes	Where the parties are unable to settle disputes arising between them, the matter will be referred to court

#### Note:

***This is a two-year contract covering 2021 -2023.***

### SECTION V - SCHEDULE OF REQUIREMENTS

N O.	VEHICLE REG. NO.	DESCRIPTION	Year of manufacture	Type of Cover	PREMIMUM (Ksh) inclusive of political violence, terrorism, riots, strikes, civil commotion & excess protector
1.	KAE 099N	Toyota Hilux Pick-Up	1995	Comprehensive	
2	KAW 083Z	Isuzu FRR Bus-51 seater	2006	Comprehensive	
3.	KAY 950V	Isuzu NQR Bus-33 seater	2007	Comprehensive	
4.	KBB 494S	Toyota Corolla ZRE	2008	Comprehensive	
5.	KBB 526S	Toyota Prado	2008	Comprehensive	
6.	KBB 894S	Isuzu FSR Lorry	2009	Comprehensive	
7.	KBG 131C	Toyota Hilux Double Cabin	2009	Comprehensive	
8.	KBG 132C	Toyota Hilux Double Cabin	2009	Comprehensive	
9.	KBJ 061U	MV 123 Bus -62 seater	2009	Comprehensive	
10.	KBQ 987D	Toyota Corolla ZRE	2011	Comprehensive	
11.	KBU 301T	Nissan Ambulance	2011	Comprehensive	
12.	KBU 358T	Tractor, Trailer and Plough	2013	Comprehensive	
13.	KCD 448G	Toyota RAV 4	2014	Comprehensive	
14.	KCD 449G	Toyota Prado	2015	Comprehensive	
15.	KCD 478G	MV 123 Bus-62 seater	2014	Comprehensive	
16.	KCH 972Q	Toyota RAV 4	2016	Comprehensive	
17.	KCK 563U	Toyota Hiace	2017	Comprehensive	
18.	KCK 580U	Isuzu NPR Bus-29 Seater	2017	Comprehensive	
19.	KCP 052K	Isuzu Dmax –Rapid Fire Response	2017	Comprehensive	
20	KCP 431K	Isuzu MV 123 Bus-67-seater	2018	Comprehensive	
21	KCP 631K	Mann Fire engine	2018	Comprehensive	
22	KCT 770Y	Isuzu FR33RL-46 seater	2019	Comprehensive	
23	KCT 700Y	Isuzu FR33RL-46 seater	2019	Comprehensive	
24	KCK 188U	Motor Bike	2017	Comprehensive	
25	KCD 368G	Isuzu FSR Tipper	2015	Comprehensive	
26	KBL 165G	Toyota Hiace Van	2010	Comprehensive	
27	KBN 297E	Toyota Corolla ZRE	2010	Comprehensive	
28	KBN 495E	Yamaha motor bike	2011	Comprehensive	

Third party insurance cover to be provided on request and payable monthly  
 All the vehicles are installed with car tracking and fuel monitoring device

## 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 Chuka University.
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 Chuka University.



**Form of Tender**

To: \_\_\_\_\_  
Name and address of Chuka University

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 \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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



## PRICE SCHEDULE FORM

Bidders will be required to quote their prices in this price schedule form

ITEM NO.	VEHICLE REG. NO.	DESCRIPTION	CURRENT VALUATION (KES.)	PREMIUMS (KES)
1.	KAE 099N		440,000.00	
2	KAW 083Z		1,590,000.00	
3.	KAY 950V		1,050,000.00	
4.	KBB 494S		690,000.00	
5.	KBB 526S		1,650,000.00	
6.	KBB 894S		2,260,000.00	
7.	KBG 131C		1,350,000.00	
8.	KBG 132C		1,360,000.00	
9.	KBJ 061U		3,390,000.00	
10.	KBQ 987D		960,000.00	
11.	KBU 301T		1,720,000.00	
12.	KBU 358T		1,400,000.00	
13.	KCD 448G		2,950,000.00	
14.	KCD 449G		6,400,000.00	
15.	KCD 478G		6,110,000.00	
16.	KCH 972Q		3,830,000.00	
17.	KCK 563U		3,310,000.00	
18.	KCK 580U		3,560,000.00	
19.	KCP 052K		11,040,000.00	
20	KCP 431K		8,910,000.00	
21	KCP 631K		43,106,000.00	

22	KCT 770Y		6,996,000.00	
23	KCT 700Y		6,990,000.00	
24	KCK 188U		85,000.00	
25	KCD 368G		4,10,000.00	
26	KBL 165G		1,370,000.00	
27	KBN 297E		810,000.00	
28	KBN 495E		140,000.00	

**NOTE:**

Entertainment unit: KES. 30,000.00

Windscreen: KES. 80,000.00



## Contract Form

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

WHEREAS Chuka University 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) Chuka University’s Notification of Award

3. In consideration of the payments to be made by Chuka University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Chuka University to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. Chuka University 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 Chuka University)

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) Whichever 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

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

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

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-3.

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 tenderer?)

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of Chuka University*] (hereinafter called <Chuka University > in the sum of [*state the amount*] for which payment well and truly to be made to the said Chuka University, 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 Chuka University on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Chuka University 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 Chuka University up to the above amount upon receipt of its first written demand, without Chuka University having to substantiate its demand, provided that in its demand Chuka University 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]

## EVALUATION CRITERIA – INSURANCE SERVICE

### Stage 1: Mandatory Requirements

Tenderer must qualify in all the mandatory requirements as shown below in order to proceed to the Technical Evaluation.

1. Form of Tender (Duly filled and signed)
2. Should have been registered or incorporated in or before 2016 (attach copy of Certificate of Registration or incorporation)
3. Must be a member of the Association of Insurance Brokers (AIB). (Attach copy of Membership Certificate)
4. Registered with Insurance Regulatory Authority (attach copy of current registration)
5. Tender Security of KES. 100,000.00 from a reputable Commercial Bank or Insurance Company approved by PPRA.
6. Attach a copy of Valid Tax Compliance Certificate
7. Attach Audited Financial statements for 2019 and 2020 financial years.
8. Serialize all the documents and indicate total number of pages submitted.
9. Copy of Records from Registrar of Companies showing the current directors of the company (Not more than 1-year-old)

The bidders must fulfil all the above mandatory requirements in order to proceed to technical evaluation stage 2

### Stage 2: Technical Evaluation

The bidders will be analysed according to the table below. It is the duty of the bidder to provide and attached all the documentary proof to facilitate the evaluation.

No.		Requirements	Points	Maximum Points
1.	Technical Knowledge Years of experience (Managing Director or technical manager)	5 – < 8 years	3	15
		8 - < 11 years	6	
		11 - < 15 years	9	
		15 - < 20 years	12	

		20 years and more	15	
2	Professional indemnity cover (KES)	0 – < 10 million	1	25
		10 – < 20 million	5	
		20 – < 30 million	10	
		30 – < 40 million	15	
		40 – < 50 million	20	
		50 and above	25	
3	Previous experience (highest single premium paid KES)	0 – < 500,000	1	20
		500,000 – < 1000,000	5	
		1000,000 – < 2million	10	
		2 – < 3million	15	
		3 million and above	20	
4	Past performance with public institutions with more than two motor vehicles (attach contracts or letters of award)	0 – 1 institution	1	10
		2 – 4 institutions	2	
		4 – 6 institutions	4	
		6 – 8 institutions	7	
		More than 8 institutions	10	
		<b>TOTAL</b>		70

**NB:**

- i) A bidder must score a minimum of 49 points in order to proceed to financial evaluation.
- ii) All those who score less than 49 out of 70 will be dropped at this point.



### **Stage 3: Financial Evaluation**

- i) The documents will be checked to ensure that the bidders have included all required policies in their submitted prices. Omission any of the required policies may lead to disqualification.
- ii) The bidders deemed responsive shall be ranked from the lowest to the highest.
- iii) The lowest ranked bidder may be subjected to due diligence analysis in order to determine the correctness of the information submitted and the ability of the company to perform the contract.

### **Recommendations**

The lowest ranked bidder at financial stage will be recommended for award if the tender sum is within the current market rate for similar works.