



**DEDAN KIMATHI UNIVERSITY OF
TECHNOLOGY
TENDER DOCUMENT
FOR PROVISION OF STAFF GROUP LIFE
INSURANCE, WIBA PLUS COVER AND
COUNCIL MEMBER'S MEDICAL COVER
(UNDERWRITING FIRMS)**

**DeKUT/OT/INS/006/2020-2021&2021-2022
(TWO FINANCIAL YEARS)**

**CLOSING DATE: MONDAY 1ST MARCH, 2021
AT 10:00 AM**

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SECTION I : INVITATION FOR TENDERS

TENDER REF. NO: DeKUT/OT/ INS/006/2020-2021-2022

DATE: 15TH FEBRUARY,2021

TENDER NAME: PROVISION OF STAFF GROUP LIFE INSURANCE, WIBA PLUS COVER AND COUNCIL MEMBER'S MEDICAL COVER

- 1.1 Dedan Kimathi University of Technology, invites sealed tenders from insurance underwriters for **Provision of staff Group life Insurance, WIBA plus cover and council member's medical cover (Insurance Underwriting firms)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the ~~tender~~ documents at no cost from the university's website www.dkut.ac.ke or Kenya government E-procurement website www.tenders.go.ke. Bidders downloading the tender document must e-mail their contact details to procurement@dkut.ac.ke for registration.
- 1.3 A hard copy of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1000/=** or bankers cheque payable to **Dedan Kimathi University of Technology**.
- 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 the tender number and name and be deposited in the **Tender Box at Dedan Kimathi University main campus at the entrance of Resource II** and addressed to.

The Vice Chancellor,
Dedan Kimathi University of
Technology
P. O. Box Private Bag
NYERI.

So as to be received on or before 10:00 am **MONDAY 1ST MARCH 2020.**

- 1.6 All tenders must be accompanied by bid security of 2% of the premium in form of Bank guarantee or Bankers cheque.
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Resource II, Dome.**

VICE CHANCELLOR

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible in accordance with section 13 of the Public Procurement Regulations and as described in the tender documents. The tenderer is invited to submit a Technical Proposal and a Financial Proposal for the Underwriting services required. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 1.2 Tenderers shall provide the qualification information statement that, the tenderer is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the University to provide consulting service for provision of insurance.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices. In pursuance of this policy,
 - a) The university defines for the purpose of this provision, the terms set forth below as follows:-

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

“Fraudulent practice” means a misrepresentation of facts in order to influence the action of public official in the selection process, and includes collusive practices among underwriters designed to establish prices at artificial, noncompetitive levels and to deprive the university the benefits of free and open competition.
 - b) Will reject a proposal for award if it determines that the Underwriter recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
 - c) Will declare a Underwriter ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the university if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for an insurance contract with Dedan Kimathi University of Technology.
 - d) Will declare a Underwriter ineligible, to be awarded a contract by the university if it determines that at any time the Underwriter or Underwriter has engaged in corrupt or fraudulent practice in execution of any insurance contract with Dedan Kimathi University of Technology or any other public procurement entity, by evidence of outstanding claims;

- e) Will have the right to require that a provision to be included requiring Underwriters to permit DeKUT to inspect their accounts and records relating to the performance of the contract.
- f) Will have the right to enquire and use information from other public procurement entities in regard to records relating to performance of the underwriter or the underwriters in execution of any insurance contract , (specifically in regard to any unpaid claims), within the last 5 years.

2 Service eligibility /mandatory qualifying requirements and conformity to tender documents

2.1 Pursuant to paragraph 1 of section B, the tenderer shall furnish, as part of its tender documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Dedan Kimathi University of Technology's satisfaction:

- (a) That the tenderer has the legal, financial and technical capability necessary to perform the contract;
- (b) That, under the contract, the tenderer has to provide the services;

2.3 To be eligible for this procurement the Underwriter must provide the following documents with their technical proposal (Mandatory qualifying requirements for Underwriters): -

- i. Certificate of business registration [certificate of incorporation). Tenderers should have been in existence for at least the last ten (10) years as a medical insurance provider and group assurance provider. Registered office and physical address to be indicated
- ii. Current certificate of registration with the Insurance Regulatory Authority for year 2021 -Attached copy must be certified by the issuing office or a commissioner of Oaths.
- iii. The underwriter shall be registered members with AKI for the year 2021. A copy of the membership certificate must be attached in the technical proposal document. The copy must be certified, by the Office of AKI or a commissioner of Oaths.
- iv. A bid security of 2% of the premium in its original form, from a bank incorporated in Kenya or Insurance company bond approved by PPRA.
- v. **Premium turnover**
Gross Premium turnover- the underwriter shall submit documentary evidence indicating that the premium underwritten over

the last three years (2018,2019 & 2020,) was at least Kshs. 300,000,000.00 per year i.e. a minimum total of Kshs. 900,000,000.00 for the last three years. The information should include a list of accounts constituting the declared premiums underwritten, the contacts and premium paid by each.

The Underwriter should have underwritten the following premium;

Group Life Business (Long-Term): an average annual gross premium of Kshs.350 million under Group Life Assurance Business i.e. a minimum Kshs. 700 million in the preceding two years (2019 & 2020) not including Business earlier than year 2018 and excluding individual life policies and pensions business.

DeKUT reserves the right to verify this information with the clients and or with the Insurance Regulatory Authority.

- vi. Evidence that the candidate has paid the required taxes. The underwriter to submit a copy of the current and valid Tax Compliance Certificate from KRA.
- vii. Underwriters shall also submit as part of the technical proposal, their latest audited financial statements for the two year period 2019 and 2020.
- viii. A disclosure of at least five (5) reputable major clients (public entities) that have engaged your services in the last 3 years. The listing of public procurement entities must include their location, period of service, type of policy and the underwriter, amount insured, and claims turnaround time based on the experience.
- ix. The CVs/resumes of the ten (10) Key professional staff named under section 9.2 (b) of the technical proposal *-Staff qualifications and experience:*
- x. Medical Insurance Registration Certificate by Insurance Regulatory Authority for those quoting for medical
- xi. Compliance certificate from NSSF & NHIF for the last 6 months
- xii. Must submit Reinsurance slip/cover for policy business for the year 2021
- xiii. Must submit Reinsurance treaties.

Falling below the standard set out herein or is in breach of any of its material obligations under the contract.

- (a) A written declaration signed by the Firm's Principal Officer that: -
 - i. the underwriter has no unpaid claims that fall under their period of insurance underwriting services at Dedan Kimathi University of Technology.

- ii. The underwriter will render services to DeKUT until all the claims that fall under the Underwriter period of insurance are fully settled.
- iii. All information provided is accurate and that any material misrepresentation could lead to disqualification or policy cancellation.

xiv. **Financial Ratios**

The Underwriters proposed by the Underwriter must meet the following minimum acceptable ratios: -

- a) Claims coverage ratio= minimum acceptable ratio is one (1) without factoring reinsurance arrangements.

$$\text{Claims coverage ratio} = \frac{\text{Net liquid assets}}{\text{Outstanding claims}}$$

- b) Current ratio= minimum acceptable ratio is one (1) without factoring reinsurance arrangements.

$$\text{Current ratio} = \frac{\text{Current Assets}}{\text{Current liabilities}}$$

The underwriters should indicate the ratios and the calculations therein, for all the proposed Underwriters.

xv. **Paid Up Capital**

The recommended Underwriter shall have paid -up capital of at least Kshs.1, 500,000,000 or as required by the Insurance regulatory authority at the time of tender submission.

xvi. **Other requirements**

The Underwriters shall provide statement/documentary evidence (where appropriate) from the proposed underwriters for the following:-

- their experience in provision of services of similar nature and magnitude in each of the last five years. The information should include details of services underway or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts.
- Information regarding litigation, in which the insurer is involved in, the parties concerned and the disputed amounts.
- Qualifications and experience in insurance matters of the key members of staff and diversity of their skills to cover relevant risks of interest to DeKUT.

Proposals that is not responsive to the above mentioned mandatory requirements

(Under clauses 2.3 and 2.4) shall be rejected at this stage.

2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document shall not exceed
Kshs.1,000/=

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

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:
(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12
(If applicable)
- (d) Declaration Form.

2.7.2 Preparation of proposals

2.7.2 (a) The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents. The tender prepared by the underwriter, as well as all correspondence and documents relating to the tender exchanged by the underwriter and Dedan Kimathi University of Technology, shall be written in English language. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.7.3 Technical Proposal

2.7.3 The Technical Proposal shall provide the following information: -

a) Firm's Past experience:

A brief description of the firm's organization and an outline of experience on provision of insurance services of a similar nature for the last 10 years, as indicated in the given technical requirements.

(b) Staff qualifications and experience:

The Underwriter should have a minimum total number of ten (10) professional /technical staff (minimum qualification being University degree or associate ship from reputable insurance institute).

However the team shall possess the academic and professional qualifications set out below: -

- i. The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include the team leader, one (6) senior management staff and two (3) other management staff.
- ii. The team leader shall have at least ten (10) years experience as senior manager, in general management in the insurance industry and a minimum academic /technical qualification of a university degree or an associate of the chartered insurance institute. Added advantage will be given to teams where Principal Officer/Managing Director is the team leader.
- iii. The senior manager shall have at least seven (7) years experience as a senior manager, in general management in the insurance industry and a minimum academic/technical qualification of a University degree or an associate of the chartered insurance institute.

- iv. The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry.

The team as a whole must comprise of at least (2) associates of the chartered insurance institute or equivalent (such as the Insurance Institute of Kenya).

The underwriter shall submit recent curriculum vitae (CV) signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years worked for underwriting firm and the degree of responsibility held in various assignments in the insurance industry. The Underwriter shall not submit a name of a professional staff that is not in the Underwriter's permanent employment and shall inform Dedan Kimathi University of Technology of changes, if any, in proposed technical staff during the tender validity period.

c) Proposed cover:

The range of insurance cover and a demonstration of the candidate's capability to arrange Insurance cover for Dedan Kimathi University. Dedan Kimathi University will attach highest value in importance to Policy enhancements that add value to the standard market cover and should include

- (i) The full Terms and conditions of providing the insurance Underwriting service; exclusion clauses, if any; excess clauses if any; and evacuation plans and arrangements. The underwriter must provide detailed Risk notes/Cover summaries for each policy in the technical proposal.
- (ii) Any additional information requested in the specifications.

(d) Methodology and Work plan for claims settlement:

The Underwriter must illustrate the methodology and work plan (with appropriate timing) that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the scope of service.

(e) Risk management capacity:

The Underwriter shall indicate their risk management capacity. The Underwriter shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost.

(f) Information management and technology systems in place.

The Underwriter should have fully in place, suitable information management technology.

NO	Policy description	Name of Underwriter
1	Group Life Assurance Scheme (All staff)	
2	WIBA Plus	
3	Group Medical Insurance(University's Council Members)	

h) Proposed contract terms and conditions

All the contract terms and conditions and any other underwriting requirements **MUST** be clearly disclosed in the technical proposal.

2.7.4 The Technical Proposal shall not include any financial information.

2.7.5 Financial Proposal

The tenderer shall provide separately from the technical proposal in its financial proposal the particulars required, the unit and total tender price of the services it proposes to provide under the contract. In preparing the Financial Proposal, Underwriters are expected to take into account the requirements and conditions outlined in the tender document.

The Financial Proposal should clearly identify as a separate amount, the local Taxes, duties, fees, levies and other charges imposed under the law.

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 proposal, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be 2 per cent of the tender price.

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

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

- a) Cash.
- b) A bank guarantee.
- c) 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 the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible 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 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

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

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

amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “**DO NOT OPEN BEFORE Monday 1st March 2021 at 10:00 am.**”

2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Monday 1st March 2020 at 10:00 am.**

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

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

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

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 1st March 2021 at 10:00 am.** at the **Dome Resource Centre II Main Campus Nyeri.** The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be not be rectified and any tender with arithmetic error will be rendered non responsive at financial evaluation.

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

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

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

2.22.1 Preliminary Examination

2.22.1 Dedan Kimathi University of Technology will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in

order. Plus mandatory documents i.e certificate of registration, tax compliance, audited accounts, IRA registration

2.22.2 Prior to the detailed evaluation, pursuant to paragraph 1 and 2 Dedan Kimathi University of Technology will determine the eligibility of each tenderer. 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. Dedan Kimathi University of Technology's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.3 If a tender is not substantially responsive, it will be rejected by Dedan Kimathi University of Technology and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.23 Technical Evaluation and Comparison of Tenders

2.23.3 Dedan Kimathi University of Technology will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.4 The DeKUT evaluation of the tender will take into account the following factors in the technical evaluation, inter alia:-

- Business References, Past performance of the Underwriter, Qualifications and experience of the proposed professional team, The claims turn around, Adequacy of disclosure of relevant information, Financial fitness of the Underwriter, Completeness of information provided by the Underwriter, Past performance of the Underwriter, and Financial fitness of the proposed Underwriter.
- Demonstration of good knowledge of the insurance industry practices and customs as per the Insurance Act,
- Advice on the most appropriate (and cost effective) insurance covers that are available in the market for the types of business risks that DeKUT is exposed to, explanations of the benefits, appropriate security measures against insurable risks and discounts on premiums, administration of covers, and claims filing and payment procedures.

2.23.5. The group life assurance policy will be evaluated separately taking into account the underwriter's life fund, long-term premium turnover, free cover limit, maximum limit and waiting period under critical illness proposed by the tenderers

2.23.6 The pass mark for technical evaluation will be 80% Candidates that will have attained those points will have their financial proposals opened for commercial evaluation.

The technical evaluation will scored as below:

General Requirements:	Max Points (Marks)	Marks awarded to the Insurance Company/Underwriter
1. Specific Experience Requirements of the bidder	30 for part 1.	
Current registration certificate of Association of Kenya Insurers (AKI) certified by the issuing office for the year 2021. Current certificate of registration with the Insurance Regulatory Authority for year 2021-Attached copy must be certified by the issuing office	3	
Attach Certified copies of audited accounts for last two years, 2019 & 2020 provided by the underwriter and their underwriters.	4	
A disclosure of at least five (5) reputable clients (public entities) that have engaged your services in the last 3 years. The listing of public procurement entities must include their references, contacts location, period of service, type of policy and the underwriter, amount insured, and claims turnaround time based on the experience	5	
Premium turnover- t h e Underwriter shall submit documentary evidence indicating that the premium underwritten over the last three years (2018, 2019, and 2020) was at least Kshs. 500,000,000.00 per year i.e. a minimum total of Kshs. 1,500,000,000.00 for the last three years	5	
The Underwriter proposed by the Underwriter shall have underwritten the following premium : Group Life Business (Long-Term): an average annual gross premium of Kshs. 500 million under Group Life Assurance Business a n d M e d i c a l C o v e r i.e. a minimum Kshs. 700 million in the preceding two years (2019 & 2020) not including business earlier than year 2018 and excluding individual life policies and pensions business.	9	
2. Qualification of Key staff of the bidder (Staff Qualifications and experience of Underwriters) pages 9-10	20 for part 2.	
The Underwriter should have a minimum total number of ten (10) professional /technical staff (minimum qualification being University degree or associate ship from reputable insurance institute).	6	
The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include the team leader, one (1) senior management staff and two (2) other management staff.	4	

The team leader shall have at least ten (10) years experience as senior manager, in general management in the insurance industry and a minimum academic /technical qualification of a university degree or an associate of the chartered insurance institute. Added advantage will be given to teams where Principal Officer/Managing Director is the team leader	4	
The senior manager shall have at least seven (7) years experience as a senior manager, in general management in the insurance industry and a minimum academic/technical qualification of a University degree or an associate of the chartered insurance institute	4	
The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry	4	
The team as a whole must comprise of at least (2) associates of the chartered insurance institute or equivalent (such as the Insurance Institute of Kenya).	4	
3. Details of the proposed cover,methodology,work plan e.t.c (c-h)pages 10-11	50 for part 3.	
<i>Proposed cover:</i> The full Terms and conditions of providing the insurance Underwriting service; exclusion clauses, if any; excess clauses if any; waiting period and evacuation plans and arrangements. The Underwriter must provide detailed Risk notes/Cover summaries for each policy in the technical proposal. Any additional information requested in the specifications.	20	
<i>Methodology and Work plan for claims settlement-</i> The Underwriter must illustrate the methodology and work plan (with appropriate timing) that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the scope of service. A clearly stated claims procedures.	10	
<i>Risk Management Capacity-</i> The Underwriter shall indicate their risk management capacity. The Underwriter shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost.	5	
<i>Information management and technology systems in place-</i> The Underwriters should have fully in place, suitable information management technology.	5	
<i>Proposed Underwriters-</i> The Underwriter should disclose the proposed Underwriter for each policy type in technical proposal in the format provided on page 11 of the tender document.	5	
<i>Proposed contract terms and conditions-</i> All the contract terms and conditions and any other underwriting requirements MUST be clearly disclosed in the technical proposal.	5	
TOTAL SCORE	100	

2.24 Evaluation of financial Proposals.

- 2.24.1 The commercial evaluation and final ranking of the bids will take into considerations the scope of the cover in relation to the premium, including all costs, levies, duties, taxes, the Policy Excess/deductible limits, exclusion clauses, Underwriter remuneration and other pertinent terms and conditions of tender.
- 2.24.2 The evaluation committee will determine whether the financial proposals are complete. The cost unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.

2.25.1 Selecting the Lowest Bidder

DeKUT recognizes that the best placed Underwriter to provide the Underwriting services for the organization is the one that best understands the insurance industry and the requirements of the client as represented in quality of the technical proposal. Therefore the weight allocated to the technical vis-à-vis the price is 80:20. The lowest evaluated bid will be selected on the basis of those weights by combining the processed technical and financial score as follows:-

Step 1

Calculate the weighted technical scores of each bidder as follows:-
Marks achieved by a particular bidder *divided* by highest mark achieved in the evaluation, *multiplied* by the technical weighting (.8).

Step 2

Calculate the weighted financial scores of each bidder for each policy as follows:-
Lowest quoted price (inclusive of taxes and levies) for the policy *divided* by price (inclusive of taxes and levies) quoted by particular bidder for that policy, *multiplied* by the technical weighting (.2).

Step 3

Add the weighted technical and financial scores (step1 plus step2) for each bidder and obtain the sum for each policy

Step 4

Rank the bidders and select bidder with the highest points as the lowest evaluated bidder for that policy. Repeat process for each policy.

Step 5

Make recommendations in accordance with the findings of step 4.

2.25.3 Recommendation of the Lowest Evaluated Bidder

The Lowest evaluated bid will be the one that obtains the highest combined technical and financial scores.

2.26. Contacting Dedan Kimathi University of Technology

2.26.1 No tenderer shall contact Dedan Kimathi University of Technology on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence Dedan Kimathi University of Technology in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27. Negotiations

2.27.1 Negotiations will be held at the Dedan Kimathi University of Technology main campus. The aim is to reach agreement on all points and sign a contract.

2.27.2 Negotiations will include but not limited to: a discussion on the Technical Proposal, suggestions made by the firm on value-add enhancement to the policy, professional staff offered by the Underwriter, claims turn around, required documentation by the Underwriter for completeness of a claim, and the service level agreement.

2.27.3 Having selected on the basis of the information provided by the Underwriter, before contract negotiations, DeKUT will require assurances that the Underwriter are financially sound and of good repute in the industry in regard to prompt settlement of claims

2.27.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations DeKUT and the selected firm will initial the agreed Contract.

2.27.5 If negotiations fail, DeKUT will invite the firm whose proposal received the second highest score to negotiate a contract.

2.28 Post Vendor Evaluation

DeKUT will carry out post evaluation of the recommended bidder to validate the Information provided in the proposal prior to signing of a contract pursuant to the provisions of the Public Procurement and Disposal Regulations.

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

2.29.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the

tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender

2.29.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.29.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.30 Notification of Award

2.30.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other bidders on the shortlist that they were unsuccessful and return the Financial Proposals of those candidates who did not pass the technical evaluation. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.30.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.31. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.30.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.31 Signing of Contract

2.31.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.31.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.31.3 The contract will be definitive upon its signature by the two parties.

2.31.4 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.

2.32 Performance Security

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

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

2.31 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1 Eligibility	<i>Underwriting forms only</i>
2.15.2 (b) Tender closing and opening date	<i>Monday 1st March, 2021 at 10:00 at The Resource Centre II Dome.</i>
2.16.1 Tender closing and opening date	<i>As 2.15.2 (b) above</i>
2.18.1 Tender closing and opening date	<i>As 2.15.2 (b) above</i>

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- “The Contract” means the agreement entered into between the Dedan Kimathi 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 the Procuring entity under the Contract.
- (d) “The Procuring entity” means Dedan Kimathi University of Technology 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 the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the underwriter

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT Notes on Special

Conditions of Contract

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

SCC 1: (GCC3.8) Payment

- i. The quoted premiums must be in Kenya Shillings inclusive of taxes and levies and the payment to the tenderer will be in Kenya Shillings.
- ii. DeKUT will pay the premium payments directly to the Underwriters.
- iii. In case of termination of contract for breach, DeKUT will be entitled within 30 days, to a prorata refund of the premiums paid.

SCC 2: (GCC3.7) Provision of Services

- a. The settlement of fully documented claims shall be made within 21 days. If the claim is not settled within the aforementioned period, the amount payable will be the principal plus the accrued interest cost for the days of delay charged at the rate of average lending rate provided by the commercial banks within the period.
- b. Failure of the underwriter to meet DeKUT's expectations on provision of the services during the term of insurance will seriously affect future participation of the underwriter and the underwriter in all insurance tenders at DeKUT.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The performance security will be the 10% per cent of the tender sum in the form of a bank guarantee.
3.7 Delivery of Services	(SCC 2: (GCC3.7)
3.8 Payment	SCC 1: (GCC3.8)
3.9 Price adjustment	No price adjusted will be allowed
3.16 Applicable law	Laws of Kenya
3.18 Notices	Vice Chancellor Dedan Kimathi University of Technology P.O. Box 657-10100 Nyeri Email: procurement@dkut.ac.ke
Tender Security	Bid bond of 2% of the value quoted in the form of Bank Guarantee or insurance bond approved by PPOA. <i>NB: Valid for 150 Days effective from the closing date of the tender.</i>

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.2

SCHEDULE OF REQUIREMENTS (As hereunder)

(A) GROUP LIFE SCHEME COVER FOR ALL STAFF RENEWABLE SUBJECT TO REVIEW (

(i)	Name of cover	-	Group Life Assurance (Death due to any cause)
(ii)	Total number of lives	-	All staff (No.525)
(iii)	Death in Service Benefits	-	Five(5) times the annual Basic Pay
(iv)	Free Cover Limit	-	8 Million
(v)	Last Expense benefit	-	150,000
	P.P (single premium)		
(vi)	Free Critical illness of 30% sum assured maximum Kshs. 1 million per Life		
(vii)	Effective cover date	-	2nd MARCH, 2021
(viii)	Disability benefit (PTD)	-	5 times the annual Basic Pay
(ix)	Name Exclusions		

.....

NO	DESCRIPTION	AMOUNT
1.	Gross annual salaries pay for all staff	542,404,659.00

NB. The average Employee age is 38 yrs old. Claim experience has been 2 claims in the last financial year.

(B) COUNCIL MEMBER’S MEDICAL COVER RENEWABLE

(i)	Name of cover	-	Medical cover
(ii)	Total number of lives	-	10 persons
(iii)	Death in Service Benefits	-	Kshs. 100,000
(iv)	Free Cover Limit-Inpatient	-	Kshs.2M per year, per person
	-Outpatient	-	Kshs.100, 000 per year, per person
(v)	-Optical & Dental		Kshs 100,000
(v)	Effective cover date	-	2ND MARCH 2021

NB. The oldest council member is 60 yrs old.

NOTES ON: SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

The scope of services for the Underwriter will include and not limited to the following: -

- I. Structuring and obtaining optimum policy covers in accordance with the tenders submitted.
- II. Analyze, Review, Scrutinize the policy documents and any endorsements there- in. The cover provided by the underwriter should be as in the tender document and should not be restricted, by way of warranties, endorsements or special conditions subject to award. If the entire policy document is found to be satisfactory, such document to be deposited with Dedan Kimathi University of Technology not later than fifteen (15) days from the inception of cover.
- III. Ensure proper claims administration by fully coordinating prudent requirements between DeKUT and you Underwriter.
- IV. Ensure all fully documented claims are settled within twenty-one (21) days.
- V. Ensure all last expense claims are settled within 24 hours of reporting.
- VI. Ensure preparation of monthly claims bordereaux reports, which must be submitted to DeKUT by the 15th of the following month.
- VII. DeKUT will negotiate with the qualified Underwriter any other pertinent aspects of the policy that may arise during the term of policy.

A. Requirements for the Insurance Company where the risk is proposed to be placed:-

- 1. Name of the Underwriter
- 2. Evidence of legal capacity to enter into insurance contracts, including: -
 - Registration
 - Appropriate licensing
- 3. List of directors, auditors, bankers and principal shareholders as at end of last financial year.
- 4. Names, qualification and relevant experience of the technical staff of the company
- 5. List of the Underwriter’s current five (5) major clients and the value of the business held in the following format: -

Insurance Client	Policy Description	Size of the Policy account (Premium)	Period of Insurance	Contact person (Client’s)

Undertakings by the Underwriter

1. Statement confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
2. Statement confirming that processing of any claims during the duration of the policy shall not exceed the latest average claims processing period given above.
3. Statement confirming that the Company's ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

All statements, to be signed by an authorized official of 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 the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Group Life Assurance Cover for 525 employees Benefits as per schedule of requirements	
2.	Group Medical Cover for Ten (10) University council members Benefits as per schedule of requirements	
3	WIBA PLUS (WIBA, GPA & Employers Liability)	
	TOTAL PREMIUM	KSH.
INSURED	DEDAN KIMATHI UNIVERSITY OF TECHNOLOGY	

NB: Premiums must be Net Inclusive of All taxes

Any review of Premiums will be pro rata basis

Form of Tender

To: The Vice Chancellor,
Dedan Kimathi University of Technology,
P.O Box Private Bag,
Nyeri.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos *{Insert numbers}*, the receipt of which is hereby dully acknowledged, we, the undersigned, offer to **provide staff group life insurance,WIBA Plus and council member’s medical cover** and in conformity with the said tender documents for the sum of:

.....
.....

.....Total tender amount in words}{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 deliver the services in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our tender is accepted, we will obtain a professional indemnity cover with a limit of not less than **Kshs.500, 000,000.00** for the due performance of the Contract, in the form prescribed by Dedan Kimathi University of Technology.

4. We agree to abide by this tender for a period of 90 days from the date fixed for tender opening of the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

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

Dated this.....day of.....2018

.....
(Signature)

(In the capacity of)

Duly authorized to sign tender for and on behalf of.....

Contract Form

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this Form. Part _____ 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 <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]* (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.

[reference number of the contract] dated _____

20 _____ to supply *[description of insurance services]* (Hereinafter called "the Contract")

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

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

hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within

the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____

20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

FORM RB1

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION

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

BETWEN

.....APPLANT AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of.....dated the...day of20.....in the matter of Tender No.....of..20..

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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