



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER
FOR
PROVISION OF GENERAL INSURANCE
COVERS AT ALL CAMPUSES

TENDER NO: KSG/77/2018-2020

CLOSING DATE: WEDNESDAY 21 NOVEMBER, 2018 10.30 AM

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SECTION I: INVITATION TO TENDER

TENDER NO: KSG/77/ 2018-2020

DATE: 06/11/2018

TENDER NAME

PROVISION OF GENERAL INSURANCE

- 1.1 The Kenya School of Government invites sealed bids from eligible firms for **Provision of General Insurance**
- 1.2 Interested eligible firms company may obtain further information from and inspect and buy the tender documents at Kenya School of Government at the **Lower Kabete** during normal working hours at Kshs 1,000.00 only or download free of charge from the website www.ksg.ac.ke.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Kenya School of Government, Lower Kabete** so as to be received on or before **Wednesday November 21, 2018 at 10.30am**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (180) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Kenya School of Government Lower Kabete.
- 1.6 Your document should be submitted spiral/velo-binded and properly page numbered. The School shall not be responsible for loss of documents not bound/loose.

Supply Chain Manager
For. Director General

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

x) Tender security form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers 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 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 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9,10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to Clause 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 its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.
- 2.12.2 The tender security shall be in the amount Kshs 500,000.00
- 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 2.12.8
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - 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 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30

or

- (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope. 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 21 NOVEMBER, 2018 10.30 A.M..”

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 no later than **21 November, 2018 10.30 a.m.**

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, 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 in 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 tender’s is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **10.30 a.m. on 21 November, 2018 and** in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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 securities 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity 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 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

- (a) **Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- (b) **Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (f) Legal capacity to enter into a contract for procurement
- (g) 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
- (h) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will 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's 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 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the

affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

- 2.24.6 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.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 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 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 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.
- 2.28.2 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;
- 2.28.3** 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Insurance Underwriting Companies Licensed by the Insurance Regulatory Authority to transact business in Kenya
2.2.2	Price to be charged for tender documents. Ksh 1,000 for those who purchase a hard copy while those who download the document will not be charged.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Refer to evaluation criteria
2.12.2	Particulars of tender security if applicable. Ksh 500,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period (total validity period be 210 days from date of opening).
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA (no self-issued tender security).
2.13	Validity of Tenders: Tenders Shall remain valid for 180 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.
2.20.1	Tenderers are required to submit copies document required in the evaluation criteria AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.
2.22	Evaluation and Comparison of Tenders The tenders will be technically evaluated based on benefits and exclusions of insurance covers required.
2.24 (a)	Particulars of post – qualification if applicable. KSG will conduct due diligence
2.24.4	Award Criteria:

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	AWARD WILL BE MADE TO THE LOWEST AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING CRITERIA.
2.27	Particulars of performance security. 10% of the Tender Sum.
Other's as necessary	Complete as necessary. None

SECTION III : GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means 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 contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

- 3.4.1 The tenderer 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.

3.5 Performance Security

- 3.5.1 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 Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

3.8.1 Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 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 entity 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 on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 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.

3.14 Governing Language

- 3.14.1 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.

3.15 Force Majeure

- 3.15.1 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.

3.16 Applicable Law.

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

3.17 Notices

- 3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10% of Tender Sum.
3.7	Specify method Payments. Payments shall be made up front after effecting cover.
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Kenya School of Government Lower Kabete P. O. Box 23030-00200 Nairobi
Other's as necessary	Complete as necessary

SECTION V: SCHEDULE OF REQUIREMENTS

GENERAL

The Kenya School of Government (KSG) seeks to engage an Insurance Underwriting Company to provide insurance covers listed below as per the details provided in section VI – Description of services:-

1. Burglary (Stock) Insurance
2. Fidelity Guarantee Insurance
3. Money insurance
4. All Risks Insurance (Computers and Electronic Equipment) Insurance
5. Fire, Earthquake and special perils insurance
6. Public liability Insurance
7. Travel insurance
8. Directors and Officers Liability Insurance.
9. Motor Vehicles

SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

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

- 1) Optimum policy covers in accordance with the tenders submitted 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 the Kenya School of Government, Lower Kabete not later than seven (7) days from the inception of cover.
- 2) Fully documented claims are settled within seven (7) days.
- 3) Motor certificates are received in Kenya School of Government offices, within 12 hours upon request.
- 4) Sums insured under the policy will be adjustable accordingly by suitable means at the discretion of Kenya School of Government from time to time.
- 5) Assign a contact person to handle all insurance matters.
- 6) Such other service as may be related or ancillary to the due performance of the above work.
- 7) All statements, to be signed by an authorized official of the company

The contract will be for a period of one year renewable once pending performance of the service provider. During this period, the insurer will be required to maintain all the required licenses.

SECTION VI: DESCRIPTION OF SERVICES

1. BURGLARY INSURANCE

COVER DETAILS	
POLICY	Burglary (Stock) Insurance
PERIOD	01.11.2018 – 31.10.2019, Renewable once subject to Satisfactory Performance
SCOPE OF COVER	Indemnity against loss, destruction, or damage to stock arising from entry or exit from KSG premises.
INTEREST	On stock, material and equipment
SUMS INSURED AND LIMITS OF LIABILITY	To be annexed
EXCESS
EXTENSIVE CLAUSES	1. Average for full value
	2. All other contents – Kshs.....
	3. Including long term agreement – 1years
	4. Automatic reinstatement
	5. Books and Safe
	6. Designation of property
	7. Including collusion
	8. Including goods in open/out building
	9. Goods held in trust or on commission
	10. Hold up or threat of assault
	11. Internal removal elsewhere
	12. Other tenants
	13. Reinstatement of value
	14. Including riot, strike and civil commotion
	15. Temporary removal elsewhere
	16. Political risks
CANCELLATION NOTICE	Sixty (60) Days
ADDITIONAL REMARKS	

2. FIDELITY GUARANTEE

COVER DETAILS	
POLICY	Fidelity Guarantee insurance
PERIOD	01.11.2018 – 31.10.2019,
SCOPE OF COVER	Indemnity against loss of money and/or stock through fraud or dishonesty of employees. Covers officers whose functions include raising bills/invoices, signing of procurement and disposal documents, revenue collections, physical handling of cash and authorization of expenditure and signatories to the bank accounts and external contracts.
SUM INSURED	Any one claim Kshs5,000,000
	Any one person Kshs5,000,000
	Any one period Kshs20,000,000
EXCESS
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Automatic additions/deletions
	2. Automatic reinstatement of loss
	3. Collusion
	4. Discovery period – 12 months after termination of employment and or 18 months after the lapse of policy
	5. Claim preparation cost Kshs.....
	6. Legal action against employee if required by insurers
	7. Jurisdiction – East Africa
	8. Loss of store, stocks and any pecuniary loss by employee.
	9. Goods held in trust
ADDITIONAL REMARKS	

3. MONEY

COVER DETAILS	
POLICY	Money insurance
PERIOD	01.11.2018 – 31.10.2019
SCOPE OF COVER	Indemnity against loss of money and securities in premises or in transit and damage to safes as declared. Money includes, cash, negotiable instruments, KSG stamps, postal orders, travelers' cheques, unaddressed and bearer cheques. Covers loss or damage to safes, strong room or till containing money by theft or attempted theft.

COVER DETAILS	
SUM INSURED	<ul style="list-style-type: none"> • Cash in hands of staff- Ksh.300,000 • Cash in transit Ksh .300,000 • Cash in premises during business hours Ksh.300,000 • Cash outside premises during business hours Ksh.300,000 • Damage to safe Ksh.300,0000 • Estimated annual Carry Ksh .18,000,000
EXCESS
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Loss or damage to employees clothing and personal effects due to assault, Kshs.100,000 per employee
	2. Fire, explosion, earthquake and special perils, strike, riot and civil commotion
	3. Infidelity of employees-discovery period one (1) year after theft
	4. Escort warranty/transit Kshs.1 million
ADDITIONAL REMARKS	

4. ELECTRONIC EQUIPMENT

COVER DETAILS	
POLICY	All Risks Insurance (Computers and Electronic Equipment)
PERIOD	01.11.2018 – 31.10.2019,
SCOPE OF COVER	Indemnity against accidental physical loss of or damage to computers, accessories, allied equipment and other electronic equipment including hand held radio and communication sets, cameras and survey equipment, from any causes whatsoever at various locations countrywide and worldwide when on official travel.
SUM INSURED	Value in Ksh– 22,801,317.12 Grand Total Kshs. 22,801,317.12
EXCESS	Kshs...10,000
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Automatic additions/deletions
	2. Automatic reinstatement of loss
	3. Reinstatement value-3years

	4. Agreed value basis
	5. Riot, strike, civil commotion
	6. Theft
	7. Transit risks
	8. Mechanical and electrical breakdown subject to satisfactory Maintenance agreement with manufacturers and or agents.
	9. Fire and lightning
	10. Landslide
	11. Mobile and portable equipment
	12. Airfreight
	13. Overtime, night work, express freight
	14. Full replacement value(fire and perils)
	15. Data recovery
ADDITIONAL REMARKS	

5. FIRE, EARTHQUAKE AND SPECIAL PERILS

COVER DETAILS	
POLICY	Fire, Earthquake and special perils insurance
PERIOD	01.11.2018 – 31.10.2019,
SCOPE OF COVER	Indemnity against loss or damage occasioned by fire, lightning, earthquake, explosion, volcanic eruption, bush fire, riots and strikes, Malicious damage including impact from any source and special perils on all buildings and any other KSG structures of whatever nature. To include cover as a result of power surge & short circuit.
SUM INSURED	Total Stock Value in Ksh– Computer and Equipment Kshs. 10,223,476.36 Computer Software Kshs. 12,577,840,75 Furniture and Fitting kshs. 6,729,021.60 Office Partitions Kshs. 33,410,647 Grand Total Kshs. 62,940,986.34

EXCESS NIL

CANCELLATION NOTICE Sixty(60)Days

EXTENSIVE
CLAUSES

1. 72 hours
2. Accidental error or omission
3. Adjoining building
4. All other contents – Kshs. 1,000,000/=
5. Alterations
6. Appraisalment
7. Architects, quantity surveyors and consulting engineers
8. Automatic increase
9. Automatic reinstatement of loss
10. Breach of conditions
11. Bush fire
12. Capital addition – 15%
13. Computer system records
14. Contract works – Kshs. 10,000,000/=
15. Cost of re-erection
16. Cross liability
17. Debris removal costs
18. Designation of property
19. Expediting expenses
20. Fines and damages
21. Fire brigade charges
22. General interest
23. Goods in trust and or on commission or fees
24. Hazardous goods
25. Import duty clause
26. Landlords fixtures and fittings
27. Mis-description
28. Municipal plans and scrutiny fees
29. Parking of vehicles
30. Property of employees and visitors – Kshs. 100,000/= per event.
31. Reinstatement memorandum
32. Reinstatement value up to 24 months
33. Riot, strike and civil commotion
34. Spontaneous combustion
35. Subrogation waiver
36. Suppliers extension
37. Temporary removal
38. Political and Terrorism risks

ADDITIONAL
REMARKS

6. PUBLIC LIABILITY

COVER DETAILS	
POLICY	Public liability Insurance
PERIOD	01.11.2018 – 31.10.2019
SCOPE OF COVER	Indemnity against KSG's legal liability to third parties in respect of accidental death, bodily injury or illness and loss or damage to property arising out KSG's operations. All operational incidences including negligence should be covered. Report, intimation or notification of any incident by the public shall be deemed as proper and sufficient claim notification and shall be covered.
LIMITS OF LIABILITY	Any one occurrence Kshs.10,000,000/=
	Any one period of insurance Kshs.50,000,000/=
EXCESS	Nil
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	A. Car park
	B. Customers' equipment
	C. Employees/guests effects
	D. Flood, fumes and pollution
	E. Food and drinks
	F. Goods held in trust
	G. Lease premises
	H. Lifts and hoists
	I. Loading and unloading
	J. Subrogation waiver
	K. Late claims notification
	L. Plant and machinery hired in/out
	M. Claims made basis
ADDITIONAL REMARKS	

7. TRAVEL INSURANCE

COVER DETAILS	
POLICY	Travel insurance
PERIOD	01.11.2018 – 31.10.2019
SCOPE OF COVER	Provide cover to employees while travelling abroad on official duties. Cover: Worldwide cover taken to provide insurance abroad for employees and or Board members while traveling overseas on official business. Coverage to include. Estimated No of travelers 50 annually
	<ul style="list-style-type: none"> • Emergence repatriation • Extra accommodation expenses • Emergency cash • Legal advice and expenses

COVER DETAILS	
	<ul style="list-style-type: none"> • Missed departures on outward journeys • Personal accident/liability • Delayed travel and luggage • Cancellation/curtailed trip • Loss of luggage, and/or money • Passport replacement • Personal injury and hijack while abroad
INTEREST/SUMS INSURED	Indicate benefit limits on: Personal accident, Medical expenses, Hospital Benefits, Loss of checked baggage, Delay of checked baggage, Personal liability, Travel Delay, Hijack, Any other benefit.
EXCESS	Specify
CANCELLATION NOTICE	Sixty(60)Days
ADDITIONAL REMARKS	

8. DIRECTORS' & OFFICERS' LIABILITY

COVER DETAILS	
POLICY	Directors and Officers Liability Insurance
PERIOD	01.11.2018 – 31.10.2019
SCOPE OF COVER	Provide indemnity for claims against the KSG and its Members, Managers and Senior Officers for their wrongful decisions and acts attributable to negligence, errors, omissions and commissions in executing their mandate in their official capacity.
INTEREST/SUM ASSURED	Kshs.10,000,000/= per director/officer/Council Number of Directors 12
EXCESS	10% of claim amount, Max Kshs,1,000,0000
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> 1. Advancement of defense and claim costs 2. Present and future directors 3. Loss of documents 4. Discovery period – 12 months 5. Employment practices liability 6. Discrimination – race, creed, sex, age or sexual preference 7. Libel and slander 8. Liquidator/receiver actions(direct or derivative)
ADDITIONAL REMARKS	

9. MOTOR VEHICLES

COVER DETAILS	
POLICY	Comprehensive
PERIOD	01.11.2018 – 31.10.2019
SCOPE OF COVER	Provide comprehensive insurance including excess protector.
INTEREST/SUM ASSURED	Value of motor vehicle
EXCESS	Provide excess protector cover
CANCELLATION NOTICE	Sixty(60)Days
EXTENSIVE CLAUSES	1. Agreed value basis clause
	2. Excess protector
	3. Repair Authority –Ksh.100,000/=
	4. Damage excess 5% of value
	5. Riot and strike extension
	6. Political risk and terrorism extension
ADDITIONAL REMARKS	

SUMMARY MARKS

Fire & Perils	Loss of or damage to KSG property through all types of fires.
Burglary	Loss of or damage to KSG property arising from burglary, forcible or violent entry and or exit from the premises
All Risks	Indemnity of moveable Assets against loss damage to property as a result of any cause.
Money	Loss of Money and damage to safes. Money includes cash, bank, and currency notes postage revenue, NHIF postal and money orders, uncrossed and bearers' cheques among others.
Travel Insurance	Emergency medical expenses and assistance , personal accident in flight /conveyance, loss of cash and documents, travel and baggage delay baggage loss, flight cancellation and personal liability for employees while travelling anywhere in the world on official duty
Public Liability	Indemnity on legal liability to members of the public for illness, injury or death and accident or damage to property belonging to a third party including expenses
Fidelity Guarantee	Indemnity against loss of money and or stock and Stores caused by Fraud or dishonesty of the insured employees. Two cashier plus other staff authorized to handle cash up to one million shilling
Motor Vehicle – Comprehensive(motor Commercial and motor private)	Indemnity against loss or damage to Motor Vehicles , liability to third parties and passengers liability arising out of use of motor vehicles owned by the insured.

ASSESTS	NAIROBI CAMPUS ASSESTS (Ksh)	eLearning & Development institute	BARINGO CAMPUS	MOMBAS A CAMPUS	EMBU CAMPUS	MATUGA CAMPUS
Land	1,831,160,000		162,000,000	736,200,000	181,650,000	47,500,000
Buildings	1,518,627,600	49,974,900	383,034,300	635,782,000	475,437,700	405,912,750
Site works	341,025,000	9,995,000	76,607,000	127,156,400	95,087,000	81,182,600
Computers & accessories	34,826,600	14,390,450	8,816,200	7,694,700	20,946,600	8,851,800
Furniture &Equipment	77,392,700	12,108,700	28,025,840	21,455,300	22,357,030	27,614,500
Catering equipment	6,705,560	664,400	5,434,700	1,890,900	767,550	1,420,000

LIST OF MOTOR VEHICLES

NO.	REG. NO	MAKE	CAMPUS	CC	YEAR OF MAN.	VALUE
1.	KCE 346D	Toyota Corolla	Nairobi	1789	2015	4,050,606.00
2.	KCD 374 G	Chevrolet (Trail Blazer)	Nairobi	2800	2015	5,200,000.00
3.	KCD 390G	Chevrolet (Trail Blazer)	Nairobi	2800	2015	5,200,000.00
4.	KAW 135Z	Toyota Prado	Nairobi	2986	2006	2,561,700.00
5.	KBB 770S	Mercedes Benz	Nairobi	1800	2008	8,878,600.00
6.	KAY 298V	Nissan X Trail	Nairobi	2000	2007	2,133,000.00
7.	KAY 040V	Toyota Corolla	Nairobi	1800	2007	1,606,500.00
8.	KAN 670U	Toyota Hilux (Pick Up)	Nairobi	1998	2003	513,900.00
9.	KAL 980U	Isuzu Bus	Nairobi	13741	2002	3,331,500.00
10.	KBJ 420U	Toyota Hiace	Nairobi	2494	2010	3,494,205.00
11.	KBQ 254D	Land Rover Caravan	Nairobi	2400	2011	4,175,250.00
12.	KBR 791U	Toyota Corolla	Nairobi	1598	2012	2,945,000.00
13.	KBZ 182D	Isuzu Minibus	Nairobi	4334	2014	4,881,882.00
14.	GK A123X	VW Passat (180cc)	Nairobi	1800	2010	3,450,000.00
15.	GK A431V	Nissan Civilian 29- Seater (4200cc)	Nairobi	4169	2010	3,100,000.00
16.	GK A917K	Suzuki Vitara (1800cc)	Nairobi	2000	2005	900,000.00
17.	KBC 751X	Motorcycle Focin 150	Nairobi	125	2008	47,700.00
18.	KBZ 546D	Motorcycle Focin 150	Nairobi	150	2014	99,000.00
19.	KCH 905Q	Suzuki Gypsy	Nairobi	1297	2016	1800,000.00
20.	KCD 391G	Chevrolet (Trail Blazer)	Matuga	2800	2015	5,200,000.00
21.	GK A814Q	Isuzu Bus	Matuga			
22.	GK A49D	Toyota Hiace	Matuga			
23.	GK A561T	Nissan Double Cabin	Matuga			
24.	KCH 984Q	Nissan Van	Matuga	2488	2016	6,536,357.00
25.	KCD 388G	Chevrolet (Trail Blazer)	Mombasa	2800	2015	5,200,000.00
26.	GK A086E	Toyota Hiace (Mini Bus)	Mombasa			
27.	GK A638A	Toyota Hiace (Mini Bus)	Mombasa			
28.	GK Y757	Isuzu Pick Up	Mombasa			
29.	KCH 971Q	Nissan Van	Mombasa	2488	2016	6,536,357.00

NO.	REG. NO	MAKE	CAMPUS	CC	YEAR OF MAN.	VALUE
30.	KCK 694U	MAN Bus	Mombasa	6871	2016	10,873,639.00
31.	KAN 688U	Nissan (Pick Up)	Baringo	1400	2003	448,200.00
32.	KCD 389G	Chevrolet (Trail Blazer)	Baringo	2800	2015	5,200,000.00
33.	KCK 694U	MAN Bus	Mombasa	6871	2016	10,873,639.00
34.	KAN 688U	Nissan (Pick Up)	Baringo	1400	2003	448,200.00
35.	KCD 389G	Chevrolet (Trail Blazer)	Baringo	2800	2015	5,200,000.00
36.	GK A815Q	Isuzu Bus	Baringo			
37.	GK A065D	Toyota Corolla	Baringo			
38.	KCH 341Q	Isuzu NPR Truck	Baringo	4334	2015	3,650,000.00
39.	KCD 963G	Toyota Hiace Van	Baringo	2488	2014	5,800,000.00
40.	GKT 104	Land Rover	Baringo			
41.	KCD 393D	Chevrolet (Trail Blazer)	Embu	2800	2015	5,200,000.00
42.	GK A590M	Peugeot Station Wagon	Embu			
43.	GK A813Q	Bus	Embu			
44.	GK A511A	Isuzu Minibus	Embu			
45.	KCK 632U	Nissan Van	Embu	2488	2017	6,536,357.00
46.	KCH 908Q	Ford Ranger D/Cabin	Embu	3200	2015	5,852,600.00

NB: Above listed are vehicles owned by the school and successful insurance provider will be required to inspect the vehicles before signing the contract.

SECTION VII: 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.
6. **Technical Evaluation Response Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
7. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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4.1 FORM OF TENDER

Date _____
Tender No. _____

To: **The Director General**
Kenya School Of Government
P. O. Box 23030-
00604 Lower Kabete
Nairobi

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide insurance covers. in conformity with the said Tender documents 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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tenderer: **PROVISION OF INSURANCE SERVICES**

Tender Number: **KSG/77/2018-2020**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below. The cost should include applicable taxes.

No.	Insurance Cover	Premium
1.	Burglary (Stock) Insurance	
2.	Fidelity Guarantee Insurance	
3.	Money insurance	
4.	All Risks Insurance (Computers and Electronic Equipment) Insurance	
5.	Fire, Earthquake and special perils insurance	
6.	Public liability Insurance	
7.	Travel insurance Deposit	
9.	Directors and Officers Liability Insurance.	
10	Motor Vehicles	
	TOTAL	

Signature and Rubber Stamp of tenderer _____

4.3 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 certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
 - (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 materials and spares 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 materials and spares 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 _____.

4.4 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road</p> <p>Postal address Tel No.</p> <p>Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p>
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	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

4.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (herein after called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (herein after called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 __.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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 two conditions, specifying the occurred condition or conditions.

This 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

4.6 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Tenderers are required to submit details of at least five (5 No.) reputable Clients excluding KSG for whom they have handled general insurance business. Please provide reference letters from the clients showing the premiums handled and the contact address and person. KSG reserves the right to verify information provided. The reference letters must be in the organizations letterheads.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number e-mail address	
4	Name of company	
	Name of contact person	
	Designation	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number e-mail address	

4.7 EVALUATION CRITERIA

In this section the tenderer is expected to provide information to enable KSG assess their capability to provide the covers.

Each tenderer is therefore expected to provide comprehensive responses in the last column headlined “**BIDDERS REMARKS/OFFER AGAINST EVERY ITEM**”. Hence it will determine the award.

1.	MANDATORY REQUIREMENTS	YES/NO
MR1	Submit a copy of tender security (Kshs 100,000/=)	
MR2	Certificate from Commissioner of Insurance for the year 2018 as a General insurance provider (attach an IRA certified and stamped copy of certificate).	
MR3	Registration as a member of AKI for the year 2018(attach an AKI certified and stamped copy of certificate)	
MR4	Submit a Copy of Valid Tax Compliance Certificate from KRA(To be confirmed through TCC checker)	
MR5	Submit a Copy of Current Single Business Permit from Nairobi County Government	
MR6	Submit a Copy Certificate of Incorporation/Registration and CR12	
MR7	Must have done annual gross premium in previous year of 500 Million on GENERAL INSURANCE ALONE	
MR8	Paid up capital 100 million .	
MR9	Have been in General insurance for at least 10 years(attach evidence)	
MR10	Must sign, stamp and serialize all pages of the bid document	

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

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
TE1	List of at least five (5) Corporate Clients and recommendation letters excluding KSG. (Attach Evidence)	20
TE2	List at least five (5) key professional staff and specify portfolio/tasks (Attach current CVs)	5
TE3	Financial strength of the underwriter, submit copies of current audited accounts for three years(2015,2016,2017)	20
TE4	Turnaround time for processing /reimbursement of claims. (within 7days) attach evidence (20mks) others pro-rated (within 8-14 days) attach evidence (within 15-30 days) attach evidence	20
TE5	Details of scheme administration	15
TE6	Scope of Coverage (within kenya and outside kenya)	15
TE7	Appointed reputable garages list attached	5
	TOTAL TECHNICAL	100
	Minimum pass mark	80

NB: - Only bidders who meet the minimum pass mark of 80 points will be considered for financial Evaluation.

FINANCIAL EVALUATION

The lowest evaluated technically responsive bid.

