



**NYANDARUA INSTITUTE OF SCIENCE AND  
TECHNOLOGY**

**TENDER DOCUMENT FOR  
PROCUREMENT OF INSURANCE  
SERVICES YEAR 2020-2021.**

**CLOSING DATE: TUESDAY 28<sup>TH</sup> JULY 2020**

**AT 10.00A.M**

**TENDER NAME: NIST/046/2020/2021**

**TENDER NO: PROVISION OF INSURANCE SERVICES**

Nyandarua institute insurance tender document

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## **INTRODUCTION**

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Asset Disposal Act 2015.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

## SECTION 1 - INVITATION TO TENDER



DATE.....

**1.1 NYANDARUA INSTITUTE** invites applications from interested, eligible, capable firms for Provision of security services for the years 2020-2021

**1.2** The tender documents containing the submission information, detailed terms and conditions may be obtained FREE of charge from NIST website: [nyandarua.institute.ac.ke](http://nyandarua.institute.ac.ke) or from the public procurement information portal(ppip): [www.tenders.go.ke](http://www.tenders.go.ke). OR obtained from **NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY** upon payment of a non- refundable fee of **kshs.1, 000 AT ACCOUNTS OFFICE** within working hours from 9:00 AM - 4:00 PM.

**1.3** Completed tender documents are to be enclosed in a plain sealed envelope marked with tender reference number and tender description, be deposited in the **TENDER BOX** situated at **ADMINISTRATION BLOCK** or be addressed to:-

THE PRINCIPAL  
NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY  
P.O. BOX 2033-20300 NYAHURURU.

**1.4** To be received on or before **TUESDAY 28<sup>TH</sup> JULY 2020 AT 10:00am**  
Tenders will be opened immediately thereafter at **INSTITUTES BOARD ROOM** in the presence of tenderers' or representatives who choose to attend the opening.

**NB: LATE TENDERS WILL NOT BE ACCEPTED.**

**1.4** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya shillings and shall remain valid for.....days from the closing date of the tender.

1.5 SECTION II - INSTRUCTION TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

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

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 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 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 an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post 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.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

2.12.1 Tender security shall not be required in procurements reserved for small and micro-enterprises or enterprises owned by women, youth, persons with disability and other disadvantaged groups participating in a procurement proceeding and the target group shall be required to fill and sign the Tender Securing Declaration Form as prescribed.(PPADA 2015, 61(5))

## **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 ( **TUESDAY,28<sup>TH</sup> JULY 2020 AT 10:00AM**)

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

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

## **2.16. Deadline for Submission of Tenders**

- (c) Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than ( **TUESDAY,28<sup>TH</sup> JULY 2020 AT 10:00AM**)

2.16.1 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.

2.16.2 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**

(d) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ( **TUESDAY, 28<sup>TH</sup> JULY 2020 AT 10:00AM**)

2.18.1 and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 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 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

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

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

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

## **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## **2.24 Post-qualification**

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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



- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring entity's Right to accept or Reject any or all Tenders**

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

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify

each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

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

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

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Corrupt or Fraudulent Practices**

2.29.1 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.

2.29.2 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

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

## **2.30 Instructions to Tenderers**

### **QUALIFICATION DATA INSTRUCTIONS**

### **2.30.1 Qualification data forms**

The attached forms PQ-1, PQ-2, PQ-3, PQ-4, PQ-5, PQ-6, PQ 7,PQ 8, PQ9 AND PQ10 and are to be Completed by prospective tenderer who wish to qualify for submission of Tender.

**2.30.2** The application forms which are not filled out completely and Submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English and in ink.

### **2.31 Qualification**

**2.31.1** It is understood and agreed that the qualification data on prospective bidders is to be used by Nyandarua institute in determining, according to its sole judgment and discretion, the qualifications of prospective bidders to perform in respect to the tender Category as described by the client.

**2.31.2** Prospective bidders will not be considered qualified unless in the judgment of the Assembly they possess capability, experience, qualified personnel available and suitability of equipment and net current asset or working capital sufficient to satisfactory execute the contact for services.

**2.32 Experience:** Prospective bidders shall have experience in provision of insurance services.

The potential tenderer should show competence, willingness and capacity to service the contract at short notice.

### **2.33 Financial Condition**

The tenderer's financial condition will be determined by latest financial statement submitted.

**2.33.1** Special consideration will be given to the financial resources available as working capital.

### **2.34 Past performance**

Past performance will be given due consideration in qualifying bidders. Letter of reference and or copies of order/contracts from past customers should be attached in the form.

### **2.35 Statement**

Application must include a sworn statement Form by the tenderer ensuring the accuracy of the information given.

**2.36** The firm must have a fixed business premise and must be registered in Kenya, with Certificate of Registration, Incorporation/Memorandum and Article of Association, copies of which must be attached.

**2.37** The firm must show proof that it has paid all its statutory obligations and have current Tax Compliance Certificate which is mandatory.

**2.38 Qualification Criteria**

<b>Required Information</b>	<b>Form Type</b>	<b>Points Score</b>
1. Documents	Mandatory and PQ7,8,9,& 10.	
2. Qualification Data	PQ- 1	20
3. Financial Position	PQ-2	20
4. Confidential Report	PQ- 3	20
5. Past Experience	PQ- 4	20
6. Litigation History	PQ- 5	10
6. Sworn statement	PQ- 6	10
<b>TOTAL 100</b>		

**The qualification is 80 points and over**

**FORM PQ-1      QUALIFICATION DATA**

**1. TENDERERS APPLICATION FORM**

I/we .....hereby apply  
for registration as supplier(s) of  
(Name of Company/Firm)

.....  
(Item Description)

.....  
(Category No.)

Post Office Address .....

*Town* .....

*Street*.....

*Name of building* .....

*Room/Office No* ..... *Floor No*.....

*Telephone No's*.....*Fax*.....*email*.....

*Full Name of applicant*.....

*Other branches location*.....

**2. Organization & Business Information**

Management Personnel

.....

Chief Executive/Managing

Director.....

Secretary

.....

General Manager

.....

Accountant

.....

Other.....

.....

Partnership (if applicable)

Name of Partners

.....

- 3 Business founded or incorporated  
.....
- 4. Under present management since  
.....
- 5. Net worth equivalent Kshs  
.....
- 6. Bank reference and address  
.....
- 7. Sister company reference and address  
.....
- 8. Enclose copy of organization chart of the firm indicating the main fields of  
Activities.....  
.....
- 9. State any technological innovations or specific attributes which distinguish you from  
your competitors  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....
- 10. Indicate terms of trade/sale

**(20 points)**

**PQ-2                      FINANCIAL POSITION AND TERMS OF TRADE**

(1) Attach a copy of firm’s current certified financial statements giving summary of assets and current Liabilities.

(2) Attach certified letters of reference from the bankers regarding supplier's credit position

**(20**

**REPUBLIC OF KENYA**

**PQ- 3 CONFIDENTIAL BUSINESS QUESTIONNAIRES**

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

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

**Part 1 – General:**

Business Name.....  
Location of business  
Premises.....  
Plot No. .... Street /Road .....  
Postal Address .....Tel. No.....  
. .  
Nature of business .....  
Current Trade License N.....Expiring date .....  
  
Maximum value of business which you can handle at any one time: Kshs.....  
Name of your bankers.....Branch.....

**Part 2 (a) – Sole Proprietors**

Your name in full .....Age.....  
Nationality.....Country of origin.....  
\*Citizenship details.....

**Part 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 company:-  
Nominal's.....Issued:  
.....



Give details of all directors as follows:-  
Name Nationality Citizenship Details Shares

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

*Date* .....*Signature of*  
*Candidate*.....

- If Kenya citizen, indicate under “Citizenship Details” whether by birth, Naturalization or Registration.

**(20 points)**

**FORM PQ -4      PAST EXPERIENCES**

**NAMES OF THE APPLICANT’S CLIENTS**

**NAMES OF CLIENTS AND VALUES OF CONTRACT/ORDERS**

i. Name of Client (organization) .....

ii. Address of Client  
(organization).....

iii. Name of contact person at the client (organization)  
.....

Iv. Telephone No. of client  
.....

V. Value of Contract (date).....

vi. Duration of Contract (date)  
.....

(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or completion Certificates.

2. Name of 2<sup>nd</sup> Client (organization)

i. Name of client  
(Organization).....

ii. Address of client  
(Organization).....

iii. Name of contact person at the client  
(organization).....

Iv. Telephone No. of  
client.....

v. Value of contract .....

vi. Duration of contract (date)  
.....

(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or completion Certificates

3. Name of 3<sup>rd</sup> Client (organization)

i. Name of Client (organization).....

ii. Address of client  
(organization).....

- iii. Name of contact person at the client  
(organization).....
- iv. Telephone No. of client.....
- v. Value  
contract.....
- vi. Duration of contract (date)  
(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or  
completion Certificates

**(20 Points)**

**FORM PQ -5 LITIGATION HISTORIES**

**Name of  
contractor/supplier.....**  
.....

**Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution**

<b>year</b>	<b>Award for or against</b>	<b>Name of client cause of litigation and matter in dispute</b>	<b>Disputed Amount(current Value,ksh(Equivalent))</b>

**(10 points)**

**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:

Nyandarua institute insurance tender document

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

## **3.2. Application**

3.2.1 These General Conditions shall apply to the extent that they are not 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**

- 3.81. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

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



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

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

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

### **3.10. Assignment**

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

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

3.11.1 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**

### **4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY (MANDATORY REQUIREMENT)**

1. Must be registered with the Commissioner of Insurance for the current year and a copy of the current license of registration be submitted.
2. Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
3. Must submit a copy of the audited accounts for the previous year
4. Must submit copies of the following documents;
  - (a) PIN Certificate
  - (b) Valid Tax Compliance Certificate
  - (c) Certificate of Registration/Incorporation
5. Must be a member of the Association of Kenya Insurance (AKI)
6. Current trade license
7. Pagination of the tender document Should be maintained

### **CONDITIONS TO BE MET BY INSURANCE BROKER**

1. Must be registered with the Commission of Insurance for current year and a copy of the current registration license be submitted.
2. Must give a list of 5 (five) reputable clients and the total clients premium in the previous year
3. Must submit a copy of the audited accounts for the previous year
4. Must be a current member of the Association of Insurance Brokers (AIB)
5. Must submit copies of the following documents;
  - (a) PIN Certificate
  - (d) Valid Tax Compliance Certificate
  - (e) Certificate of Registration/Incorporation
6. Current trade license

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	Applicable/not applicable (if applicable give particulars) <b>NOT APPLICABLE</b>
3.7 Delivery of Services	<b>WHEN NECESSARY</b>
3.8 Payment	<b>CHEQUE</b>
3.9 Price adjustment	N/A
3.16 Applicable law	<b>Kenyan law</b>
3.18 Notices	<b>Nyandarua institute of science and Technology p.o box 2033-20300 Nyahururu Email :- nyandarua institute2006@gmail.com</b>

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	KCB 608N Nissan AD saloon car	580,000	I. FIRE AND RELATED II. THEFT III. ACCIDENT + PROTECTOR IV. THIRD PARTY LIABILITY
2.	KAJ 965B Driving truck Isuzu NQR	800,000	I. FIRE AND RELATED II. THEFT III. ACCIDENT + PROTECTOR IV. THIRD PARTY LIABILITY
3.	KCH 428Q Isuzu FRR 51 seater	6,200,000	I. FIRE AND RELATED II. THEFT III. ACCIDENT + PROTECTOR IV. THIRD PARTY LIABILITY
4.	STUDENTS	P. A @ STUDENT ANNUAL	I. ACCIDENTAL WITH BENEFIT II. ACCIDENTAL PERMANENT DISABILITY III. ACCIDENT DENTAL TREATMENT IV. ACCIDENTAL MEDICAL EXPENCES V. FUNERAL EXPENCES.
5	BUILDINGS AND THEIR CONTENTS	ESTIMATED VALUE FOR	I. LOSS/DAMAGE TO PROPERTY ARISING FROM

		BUILDINGS (Kshs 197,300,000)	FIRE AND/OR ALLIED PERILS II. BURGLARY
		ESTIMATED VALUE FOR BURGLARY (Kshs 27,800,000)	
6	INSURANCE FOR SUPPORT STAFF (35STAFF)	AS PER GOVERNMENT SALARY SCALE TOTAL ANNUAL SALARY ESTIMATE(Kshs 15,600,000)	I. ACCIDENTAL WITH BENEFIT II. ACCIDENTAL PERMANENT DISABILITY III. ACCIDENT DENTAL TREATMENT IV. ACCIDENTAL MEDICAL EXPENCES V. FUNERAL EXPENCES

**Note:** Bidders are welcomed in the Institute to assess the situation of the assets which need to be insured.

## VI STANDARD FORM

## Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		
6.		
7.		



## FORM OF TENDER

To:

**NYANDARUA INSTITUTE  
P.O BOX 2033  
NYAHURURU**

Date.....  
Tender No.....  
TenderName.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

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

Nyandarua institute insurance tender document

**FORM PQ -6**

**SWORN STATEMENT**

Having studied the information for the above project, we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being qualified/registered, we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation when invited/requested to do so by Nyandarua institute of science and technology.
- c. When the call for quotations is issued, the legal, technical or financial conditions or the contractual capacity of the firm changes, we shall notify Nyandarua institute of science and technology and acknowledge your right to review the qualification made.
- d. We enclose all the required documents and information required for the qualification in evaluation.
- e. We confirm that we have not been debarred from participation in Public Procurement and have no litigation procedure in process.
- f. Date.....

Applicant's Name

.....  
.....

Represented by

.....  
.....

Signature

.....  
.....

(Full name and designation of the person signing and stamp or seal)  
**(10 points)**

**FORM PQ -7 -**

**TENDER SECURING DECLARATION FORM**

(The Bidder shall complete this Form in accordance with the instructions indicated)

**Date:**.....

**Tender No:**.....

**To (Name of Purchaser)**.....

I/We , the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender - Securing Declaration.
2. I/We accept that I/We will automatically be suspended from being eligible for tendering in any contract with the purchaser for the period of time of.....(*insert number of months or years*) starting on.....(*insert date*), if we are in breach of our obligation(s) under the bid conditions, because we:-
  - a) Have withdrawn our tender during the period of tender validity specified by us in the Tendering Data sheet; or
  - b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii)fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful tenderer; or
  - b) Thirty days after the expiration of our tender.
4. I/We understand that if I am/we are/in a Joint Venture, the tender securing declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

....  
Capacity/title(director or partner or sole proprietor, etc.).....

Name:.....

..  
Duly authorized to sign the bid for and on behalf of:.....

Dated on.....day of.....(*insert date of signing*)

Seal or stamp

**FORM PQ 8: SELF DECLARATION FORMS**

(r.47)

FORM SD1

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

I, ....., of Post Office Box ..... being a resident of .....in the Republic of

..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement. Kenya Subsidiary Legislation, 2020 853

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

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

(Title) (Signature)

(Date).....

Bidder Official Stamp

**FORM PQ9: SELF DECLARATION FORMS**

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN

**Nyandarua institute insurance tender document**

ANY CORRUPT OR FRAUDULENT PRACTICE.

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.854 Kenya Subsidiary Legislation, 2020
- 2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)
- 4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- 5. THAT what is deponed to herein above is true to the best of my knowledge information and belief. ....

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

Bidder’s Official Stamp

**FORM PQ 10: CONFLICT OF INTEREST DECLARATION FORM**

For the purpose of transparency and fair dealing, all vendors shall make full disclosure of any existing business relationship with any Nyandarua institute of science and technology employee.

Do you have a relationship with any employee that would cause conflict of interest?

.....  
.....

I. ....declare, for and on behalf of.....(company/firm) that all the information furnished Nyandarua institute of science and technology in connection with this registration is true and accurate in all material respect. The institute is hereby authorized to make such inquiries to the said information including with the firms/company's clients and bankers as it may deem necessary without prior notice to the firm/company. Information submitted by.....

Title.....

Signature.....Date.....

Stamp/seal.....

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....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.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**