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*Unlocking Infinite Possibilities*

**PROVISION OF GROUP PERSONAL ACCIDENT (GPA) STAFF, WORKMAN INJURY BENEFIT (WIBA) SCHEMES FOR FINANCIAL YEAR 2018/2019.**

**TENDER NO: MKU/GPA & WIBA/2018-2019**

**OPENING ON 18TH JUNE 2018 AND**

**CLOSING ON 26TH JUNE 2018 AT 11.00 AM**

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## SECTION I INVITATION TO TENDER

**TENDER REF NO:** **MKU/GPA & WIBA/2018-2019** Date: **18th June 2018**

**TENDER NAME:** **PROVISION OF GROUP PERSONAL ACCIDENT (GPA) STAFF, WORKMAN INJURY BENEFIT (WIBA) SCHEMES FOR FINANCIAL YEAR 2018/2019.**

MOUNT KENYA UNIVERSITY wishes to procure a GROUP PERSONAL ACCIDENT (GPA) and WORKMAN INJURY BENEFIT (WIBA) SCHEMES for staff. Interested, eligible and qualified underwriters, licensed by the Insurance Regulatory Authority, and with relevant experience in similar undertakings to submit their bids

Bidders who wish to participate can obtain a complete set of Tender document from the website www.mku.ac.ke Free of charge. Bidders who download the tender document from the website must forward their particulars (company name, address, location, telephone number. and email address) immediately for records and any further tender clarification and addendum to the email address procurementdepartment@mku.ac.ke or [awashiali@mku.ac.ke](mailto:awashiali@mku.ac.ke). The envelope, bearing no indication of the bidder and clearly marked. **TENDER NUMBER MKU/GPA & WIBA/2018-2019: PROVISION OF GROUP PERSONAL ACCIDENT (GPA) & WORKMAN INJURY BENEFIT (WIBA) SCHEMES FOR STAFF** should be deposited in the tender box at the Administration Block, Reception area addressed to:

**Deputy Vice Chancellor- Administration, Planning and Institutional Advancement**

**Mount Kenya University**

**P.O. Box- 342-01000 Thika, Kenya**

Closing date for the tender submission is **on or before 26th June 2018 at 11.00 am**

* 1. Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
  2. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at MOUNT KENYA UNIVERSITY MAIN CAMPUS, THIKA.
  3. Bidders are required to provide a tender security in the sum of 2% of the tender sum quoted which must be submitted together with the tender documents.

Head of Procurement

**For: DVC-APIA**

#### SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

* 1. **Eligible Tenderers**
     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. MKU employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
     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 MKU 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.
     4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
  2. **Cost of Tendering**
     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. The price to be charged for this tender document shall be **Kshs.NIL**
     3. All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be qualified to participate further in the exercise.

2.3. **Contents of Tender Document**

* + 1. The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

1. Invitation to Tender
2. Instructions to tenderers
3. General Conditions of Contract
4. Special Conditions of Contract
5. Schedule of requirements
6. Details of Insurance Cover
7. Tender Form
8. Contract Form
9. Insurance Company’s Authorization Form

* + 1. 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**

1. A prospective tenderer requiring any clarification of the tender

Document may notify the Procuring entity in writing or by post at the

Entity’s address indicated in the Invitation to Tender. 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 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 that have

Received the tender document.

* + 1. MKU 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**

* + 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 amendment.
    2. All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
    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**

* + 1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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 of Tender**

* + 1. The tender prepared by the tenderers shall comprise the following components
  1. a Tender Form
  2. documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  3. documentary evidence that the Services and ancillary services to be supplied by the tenderer are eligible Services and services and conform to the tender documents; and
  4. tender security furnished in accordance with paragraph 2.12

2.8 **Tender Forms**

* + 1. The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

2.9 **Tender Prices**

* + 1. The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the Services it proposes to supply under the contract
    2. Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
    3. Prices quoted by the tenderer shall be fixed during the Tender’s performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.9
    4. The validity period of the tender shall be 90 days from the date of opening of the tender.

2.10 **Tender Currencies**

* + 1. Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 **Tenderers Eligibility and Qualifications**

2.11.1Pursuant 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.

2.11.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity’s satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12. **Tender Security**

## 2.12.2The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.12.3The tender security shall be in the amount of **2** per cent of the tender price.

2.12.4The 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 2.12.3

2.12.5The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.12.6Any tender not secured in accordance with paragraph 2.12.5 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.12.7Unsuccessful Tenderer’s tender 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.

2.12.8The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.12.8 and furnishing the performance security.

2.12.9The tender security may be forfeited:

1. if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
2. in the case of a successful tenderer, if the tenderer fails:
   1. to sign the contract in accordance with paragraph 2.12.9

Or

* 1. To furnish performance security.

2.13 **Validity of Tenders**

* + 1. Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.13. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
    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.
  1. **Format and Signing of Tender**

2.14.1 The tenderer shall prepare an original tender clearly marked “ORIGINAL TENDER”.

* + 1. The original 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. 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.

## Sealing and Marking of Tenders

* + 1. The tenderer shall seal the original in envelopes, duly marking the envelope as “ORIGINAL TENDER”. The envelope shall then be sealed in an outer envelope.
    2. The inner and outer envelopes shall:

1. be addressed to the Procuring entity at the address given in the Invitation to Tender.

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **26th June 2018 at 11.00 am**

* + 1. 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. 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**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.3 no later than **26th June 2018 at 11.00 am**

* + 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 2.16.2, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

**2.17 Modification and Withdrawal of Tenders**

* + 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. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
    3. No tender may be modified after the deadline for submission of tenders.
    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 2.12.9
    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.
    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.
  1. **Opening of Tenders**

2.18.1The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at **26th June 2018 at 11.00 am** and in the location specified in the Invitation to Tender. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

* + 1. 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. The Procuring entity will prepare minutes of the tender opening.
  1. **Clarification of Tenders**
     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. 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. **Preliminary Examination**
     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. 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 quantify, 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
     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 effect the relative ranking of any tenderer.
     4. Prior to the detailed evaluation, pursuant to paragraph 2.22 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.
     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 non-conformity.
  3. **Conversion to Single Currency**
     1. Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
  4. **Evaluation and Comparison of Tenders**
     1. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
     2. The Procuring Entity evaluation of a tender shall take into account, in addition to the tender price, the factors ,in the manner and to the extent indicated in the technical evaluation criteria
     3. The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
     4. 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 procurement exercise.
  5. **Contacting the Procuring entity**
     1. Subject to paragraph 2.23 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
     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 Tenderer’s tender.

**Post-qualification**

* + 1. 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. The determination will take into account the tenderer financial, technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.
    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**

* + 1. The Procuring entity will award the contract to the successful tenderer(s) 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.

(C) **Procuring entity’s Right to Accept or Reject Any or All Tenders**

* + 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
  1. **Notification of Award**
     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. The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
     3. Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.12.8, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.8
  2. **Signing of Contract**
     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. Within fourteen (14) days of receipt of the Notification letter, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
  3. **Corrupt or Fraudulent Practices**
     1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
2. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
   * 1. 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. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in procurement activity in Kenya.

**Appendix to Instructions to Tenderers**

The following information for the procurement of WIBA & GPA Services shall compliment, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE** | **PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS** |
| 2.1.1 | *Eligible tenderers shall be Registered Insurance Underwriters for the year 2018 issued by the Insurance Regulatory Authority(IRA) KENYA* |
| 2.12 | *Tender Security of 2% of total tender sum* |
| 2.16 | *The tender shall be closing on* **26th June 2018 at 11.00 am** |
| 2.22 | *In addition to the final tender sum submitted, the technical evaluation criteria provided in the SSC shall be taken into account* |

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

* 1. **Definitions**

3.1.1In this Contract, the following terms shall be interpreted as indicated:-

1. “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.
2. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
3. “The Services” means any services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
4. “The Procuring entity” means the organization procuring the services under this Contract.
5. “The Tenderer’ means the firm providing the services under this Contract.
   1. **Application**

3.2.1These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

* 1. **Standards**

3.3.1The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements Technical Specifications.

* 1. **Use of Contract Documents and Information**

3.4.1The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any or information provision therefore, furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in this tender document

3.4.3Any document, other than the Contract itself, enumerated in shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Contract if so required by the Procuring entity

* 1. **Patent Rights**

3.5.1The 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 or any part thereof in the Procuring entity’s country

3.6 **Payment**

* + 1. The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
    2. Payments shall be made promptly by the Procuring entity as specified in the contract
  1. **Prices**
     1. Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
     2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
     3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
     4. Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
  2. **Assignment**
     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. **Termination for default**
     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
  4. if the tenderer fails to deliver any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
  5. if the tenderer fails to perform any other obligation(s) under the Contract
  6. 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
     1. 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.
  7. **Resolution of Disputes**
     1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
     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 adjudication in an agreed national or international forum, and/or international arbitration.
  8. **Language and Law**
     1. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.
  9. **Force Majeure**
     1. The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. **Tendering Notes**

* The duration of the contract shall be one year renewable annually on due date and subject to performance of the services and provision of a revised list of beneficiaries by the procuring entity. The Procuring entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance Provider
* The tender is restricted.
* The submissions under terms of reference and applicable evaluation criteria shall form the basis of selection of the life insurance service provider.

**TERMS OF REFERENCE FOR THE PROVISION OF WIBA & GPA INSURANCE COVER**

* **BACKGROUND**

Mount Kenya University is a chartered University operating in East Africa. The University has its main Campus located in Thika Town along General Kago Road. It has also established campuses and Centers in Mombasa, Nairobi, Nakuru, Eldoret, Nkubu/Meru, Kakamega, Kitale, Kisii and Kigali in Rwanda. It also has Virtual Co-ordinating Centers in Malindi, Garissa, Hargaesia in Somali Land Kisumu and Burundi.

**1.2 Vision**

To be a center of excellence in training, research and Innovation in science and Technology

**1.3 Mission**

To promote world class education, research and innovation for individual transformation and sustainable global development.

* **OBJECTIVE**

The main objective is to secure affordable, reliable, well managed and comprehensive WIBA and GPA insurance cover for the 1060 staff members.

The University intends to engage a single successful bidder to undertake the assignments.

**SECTION VI: SUBMISSIONS AND EVALUATION CRITERIA**

**STAGE 1-Mandatory conditions**

* The Tender Document must be serialized to entirety
* Must be registered with the Insurance Regulatory Authority and Licensed for the current year 2018 and a **copy** of the current license must be submitted.
* Must be a member of the Association of Kenya Insurance (AKI) and a **copy** must be submitted.
* Tender Security of 2% of the tender sum
* Must submit in writing a letter duly signed by a person authorized by your organization indicating that the firm is not debarred from participating in any Procurement process.
* Must submit copies of the following documents;
* Certificate of Registration/Incorporation
* Valid Tax Compliance Certificate
* Copy of PIN Certificate
* Must give for the previous years at least five (5) reputable clients including their testimonials and the total clients’ premiums for the WIBA & GPA cover.
* Completely filled Form of Tender
* Must give for audited report at least last two years
* The Bidders must quote for the two GPA covers and WIBA for the bids to be considered complete
* Provide detailed company profile showing company location, history and organization structure

**Failure to fully comply with the mandatory requirements will lead to**

**Automatic disqualification**

**STAGE 2-Technical Evaluation**

1. **Key personnel qualification and Experience (25 points)**

* Provide Four Key professional staff with specific portfolio /task each with the following minimal qualification and experience:
* Principal Officer-Degree in Insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute **(attach copies of qualification certificates) – 10Pts**
* Three senior officers who must have a minimum of a Diploma from the Chartered Insurance Institute with at least five years’ experience in the insurance industry handling insurance**(attach copies of qualification certificates) -15pts**

1. **Company’s Past Experience (25 points)**

* The company must have offered GPA & WIBA Insurance cover to five large clients with a minimum of 100 employees each and have serviced them for at least two consecutive years. Provide details of clients as below:
* Full name of client
* Address
* Contact Person (landline and mobile no.)
* Annual Premium charged
* Evidence of letters of engagement, contract award from the said five clients
* ***MKU UNIVERSITY reserves the right to carry independent confirmation from their own sources; Tenderers found to have given false information shall have their tender rejected*.**

1. **Scope of Group Life Insurance Cover (20 points)**

Tenderer shall furnish the following details:

* Indicate in detail on how the cover will be administered **(3Points)**
* Full details of what the cover excludes **(3Points)**
* Eligibility **(3Points)**
* Death Cover content **(3Points)**
* Permanent Total Disability (PTD) cover content**(2Points)**
* Temporary Total Disability (TTD) Cover content **(2Points)**
* Medical expenses cover contend **(2 Points)**
* Funeral Expenses cover contend **(2 Points)**

1. **Business Support**

* Highest business volumes handled in the last three years related to GPA & WIBA Insurance Cover **(20 points)**
* 10 million and above -20pts
* Kshs. 5-9.999 million -15pts
* Kshs. 2.5-4.999 million -10pts
* Below 2.5 million -5pts

1. **Others – 10pts**

* Full details of tenderers appointed bankers -**3.0points**
* Tenderers authority to seek references-**3.5 points**(authority must be in writing and duly signed)
* Presentation of tender document – **3.5 points**

**NOTE**

* Only Tenderers scoring a minimum of 75% of the technical score shall proceed to **stage 3** (financial stage).

**STAGE 3**

* The tender presented to have the lowest bid amount and the best **TERMS** shall be recommended for award as appropriate.
* **TERMS OF PAYMENT**

The University will enter into a contract with the successful firm and payment will be paid based on a schedule of payment to be agreed upon at the contractual stage.

* **TERMS OF SERVICE**

The successful firm will initially be contracted to carry out the service for a period of one year. However the University is at discretion to vary the term to a two year contract based on satisfactory performance of the contract. The contract may be extended for a further period upon expiry of the initial term.

**TERMS OF REFERENCE FOR MKU GPA AND WIBA COVER**

|  |  |
| --- | --- |
| **Period of Cover** | 1st July, 2018 to 31st June, 2019 |
| **Renewal of Cover** | For a further one (1) year at the discretion of MKU and will be subject to satisfactory performance by the service provider |
| **Time of cover** | 365 Days |
| **No. of employees** | 1060 |
|  |  |
| **Estimated annual salary for Top Management (70)** | KES 122,400,270.00 |
| **Estimated annual salary for Middle Level (710)** | KES 418,110,600.00 |
| **Estimated annual salary for Drivers (37)** | KES 7,082,400.00 |
| **Estimated annual salary for Lower Cadre (243)** | KES 64,836,720.00 |
| **Estimated Total annual remuneration** |  |
| **Scope of cover** | Cover to employees and board members (Subject to the list provided by MKU) |

**SUMMARY OF INFORMATION REQUIRED INCLUDES:**

**A- LAST EXPENSE COVER**

1. In the event of the death of a Member

**B- GROUP PERSONAL ACCIDENT and (WIBA)**

* Medical expenses cover in case of admission due to an accident.
* Include death arising from accidents for all staff.
* Sum assured payable on the death of life assured.
* Accumulation limit and cancellation if a member of staff was to separate/join during the subsistence of the cover
* Tabulate amounts payable for various percentage payable on injury/disablement.
* Provide claims settlement rates under all covers

**C- EXCLUSIONS**

* The Provider should clearly state all exclusions in the proposed cover

**D- AGE ELIGIBILITY**

* As long as the staff is contracted to MKU.

E- All other terms apply as per the THE WORK INJURY BENEFIT ACT 2007

**Price Schedule Form**

|  |  |  |
| --- | --- | --- |
| **ITEM NO.** | **DESCRIPTION OF INSURANCE COVER** | **TOTAL PREMIUM (KSHS.)** |
| 1. | GPA |  |
| 2. | WIBA |  |
|  | **TOTAL TENDER SUM** | KSH. |

Name of Tenderer **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature & Stamp of Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **REFERENCE OF GCC** | **SPECIAL CONDITIONS OF CONTRACT** |
| 3.7.1 | *Within fifteen (15) days from receipt of letter of acceptance, the successful tenderer shall furnish to the Procuring entity the performance security 10% of the total contract price* |
| 3.12.1Payment | *Upon commencement of cover and upon renewal of cover. Payment in Installments to be negotiated* |
| 3.18.1Applicable law | *Shall be the laws of Kenya* |

**SECTION VII - STANDARD FORMS**

**FORM OF TENDER**

Date

Tender No.

To: Mount Kenya University

P.O.Box 342-01000 THIKA, KENYA

1. Having examined the tender documents including Addenda

Nos. ………………………………. *.*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 inclusive of all applicable taxes*) 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 Insurance in accordance with the conditions of the tender.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by ………………. ……………….( *Procuring entity).*

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

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

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

Dated this day of 20

[signature] [In the capacity of]

8.2 **TENDER SECURITY FORM**

Whereas ………………………………………. [*name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated …………. [*date of submission of tender]* for the provision of insurance services of ……………………*[name and/or description of the equipment]* (hereinafter called “the Tender”) ……………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… of ………………………. having our registered office at ………………… (hereinafter called “the Bank”), are bound unto …………….. [*name of Procuring entity}* (hereinafter called “the Procuring entity”) in the sum of …………………….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

1. fails or refuses to execute the Contract Form, if required; or
2. 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Amend accordingly if provided by Insurance Company)*

**8.3 PERFORMANCE SECURITY FORM**

To ………………………………………….

[*name of Procuring entity]*

WHEREAS …………………………………… [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. [*reference number of the contract]* dated 20 to supply ……………………………………………… [*description of Services]* (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

8.4 **INSURANCE COMPANY AUTHORIZATION FORM**

To Mount Kenya University

P.O.Box 342-01000 THIKA, KENYA

WHEREAS……………………………………………………………………………………. who are established and reputable underwriters of Insurance having offices at ………………………………………..…………………… do hereby authorize ………………………… [to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ………………………. for the Insurance Cover provided by us.

We hereby extend our full guarantee as per the General Conditions of Contract for the services offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Insurance Company and should be signed by a person competent.