

SOUTH EASTERN KENYA UNIVERSITY



South Eastern
Kenya University

PROVISION OF MOTOR VEHICLE INSURANCE COVER

TENDER NO: SEKU/PROC/003/2020/2021

CLOSING DATE: 1ST SEPTEMBER 2020
10:00 AM.

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SECTION I: INVITATION FOR TENDERS



SOUTH EASTERN KENYA UNIVERSITY

TENDER NOTICE:

South Eastern Kenya University (SEKU) invites Tenders from eligible firms for the provision of the following for the 2020/2021 Financial Year.

S /NO	TENDER NO	DESCRIPTION OF INSURANCE	ELIGIBILITY
1	SEKU/PROC/003/2020/2021	Provision of Motor Vehicle Insurance	Insurance Underwriters

Interested firms may obtain tender documents from the Procurement Office at South Eastern Kenya University Kitui Main Campus during normal working hours upon payment of non- refundable tender fee stated above. Payments can be made at National Bank of Kenya SEKU branch A/C No. 0102153129100 and bank slip paid at SEKU Finance Office during normal working hours. The Tender documents can also be downloaded free of charge from the following Websites: www.seku.ac.ke or <http://supplier.treasury.go.ke/site/tenders.go/index.php> or www.tenders.go.ke

Tenders in plain sealed envelopes, marked tender number on the right hand side corner and bearing no indication of the tenderer should be addressed to:

The Vice Chancellor
South Eastern Kenya University,
P. O. Box 170-90200,
Tel 0717066706,
KITUI

And placed in the Tender Box at the **Procurement Offices parking yard at the Kitui Main Campus**, or sent by post so as to reach the above address not later than **1st September 2020 at 10.00am**.

Submitted bids will be opened publicly in the **Procurement Offices parking yard**, soon after the above stated closing date and time in the presence of the tenderers or their representatives who choose to attend. Late bids will be returned unopened.

Price quoted must remain valid for one twenty (120) days from the opening date of the tender.

Tender Security, which must be from an established bank, or PPRA approved Insurance Company, shall be valid for one twenty (120) days from tender opening date.

South Eastern Kenya University reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to accept the lowest or any tender.

SECTION II: INSTRUCTION TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1: ELIGIBLE TENDERERS

- 2.1.1: This Invitation for **Provision of Insurance Services-Motor Vehicle** 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: South Eastern Kenya University employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Act.
- 2.1.3: Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by South Eastern Kenya University to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4: Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2: COST OF TENDERING

- 2.2.1: The Tenderer shall bear all costs associated with the preparation and submission of its tender, and South Eastern Kenya University, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2: The price to be charged for the tender document shall be Kshs.1,000/=
- 2.2.3: South Eastern Kenya University shall allow the tenderer to review the tender document free of charge before purchase.

2.3: CONTENTS OF TENDER DOCUMENT

- 2.3.1: The tender documents comprise the documents listed below and 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. Details of Insurance Cover
 - v. Schedule of Requirements
 - vi. Form of Tender
 - vii. Price Schedules

- viii. Contract Form
- ix. Confidential Business Questionnaire Form
- x. Tender security Form
- xi. Performance security Form
- xii. Oaths and Statutory Declaration Form
- xiii. Bank Guarantee for advance payment

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 South Eastern Kenya University by post, fax or by email at University's address indicated in the Invitation for tenders. South Eastern Kenya University will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the University. Written copies of the University 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: South Eastern Kenya University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3: Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5: AMENDMENT OF TENDER DOCUMENTS

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

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

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

2.6: LANGUAGE OF TENDERS

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

2.7: DOCUMENTS COMPRISING THE TENDER

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

2.8: FORM OF TENDER

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

2.9: TENDER PRICES

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

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

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

2.10: TENDER CURRENCIES

2.10.1: Prices shall be quoted in Kenya Shillings

2.11: TENDERERS ELIGIBILITY AND QUALIFICATIONS

- 2.11.1:Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2:The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to South Eastern Kenya University's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12: TENDER SECURITY

- 2.12.1:The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2:The tender security shall be 2% of the tender price.
- 2.12.3:The tender security is required to protect South Eastern Kenya University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4:The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.
- 2.12.5:Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by South Eastern Kenya University as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6:Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty **(30)** days after the expiration of the period of tender validity
- 2.12.7:The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8:The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.
 - (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13: VALIDITY OF TENDERS

2.13.1:Tenders shall remain valid for **120** days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by South Eastern Kenya University as non-responsive.

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

2.14: FORMAT AND SIGNING OF TENDERS

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

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

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

2.15: SEALING AND MARKING OF TENDERS

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

2.15.2: The inner and outer envelopes shall:

- (a) be addressed to South Eastern Kenya University at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **1ST SEPTEMBER 2020 at 10.00 a.m.**

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, South Eastern Kenya University will assume no responsibility for the tender's misplacement or premature opening.

2.16: DEADLINE FOR SUBMISSION OF TENDERS

2.16.1 Tenders must be received by South Eastern Kenya University at the address specified under paragraph 2.15.2 not later than **1ST SEPTEMBER 2020 at 10.00 a.m.**

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

2.16.3 Bulky tenders which will not fit the tender box shall be received by South Eastern Kenya University as provided for in the appendix.

2.17: MODIFICATION AND WITHDRAWAL OF TENDERS

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the South Eastern Kenya University prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18: OPENING OF TENDERS

2.18.1 South Eastern Kenya University will open all tenders in the presence of tenderers' representatives who choose to attend, on 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 South

Eastern Kenya University, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 South Eastern Kenya University will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19: CLARIFICATION OF TENDERS

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

2.19.2: Any effort by the tenderer to influence South Eastern Kenya University in its 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: South Eastern Kenya University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, South Eastern Kenya University will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations South Eastern Kenya University'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 South Eastern Kenya University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21: CONVERSION TO SINGLE CURRENCY

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

2.22: EVALUATION AND COMPARISON OF TENDERS

2.22.1 South Eastern Kenya University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 South Eastern Kenya University's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;
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

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

(b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on 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. South Eastern Kenya University may consider the alternative payment schedule offered by the selected tenderer.

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

2.23: CONTACTING SOUTH EASTERN KENYA UNIVERSITY

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

2.24: POST-QUALIFICATION

- 2.24.1: South Eastern Kenya University will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2: The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as South Eastern Kenya University deems necessary and appropriate.
- 2.24.3: An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event South Eastern Kenya University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25: AWARD CRITERIA

- 2.25.1: Subject to paragraph 2.29 South Eastern Kenya University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2: To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26: SOUTH EASTERN KENYA UNIVERSITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

2.26.1 **South Eastern Kenya University** 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 University's action. If South Eastern Kenya University determines that non of the tenders is responsive, The University shall notify each tenderer who submitted a tender.

2.26.2 South Eastern Kenya University 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 is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27: NOTIFICATION OF AWARD

2.27.1 Prior to the expiration of the period of tender validity, South Eastern Kenya University will notify the successful tenderer in writing that its tender has been accepted.

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 South Eastern Kenya University will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28: SIGNING OF CONTRACT

2.28.1 At the same time as South Eastern Kenya University notifies the successful tenderer that its tender has been accepted, it 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 South Eastern Kenya University.

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: PERFORMANCE SECURITY

2.29.1: The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to South Eastern Kenya University.

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

2.30: CORRUPT OR FRAUDULENT PRACTICES

2.30.1 South Eastern Kenya University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2: South Eastern Kenya University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1: Indicate Eligible Tenderers	Insurance Underwriters
2.12: Tender Security	2% of the Annual Quoted Premiums
2.15.2 (b): State day, date and time of tender closing	See invitation for tender
2.16.3: Bulky Tenders	Delivered to Vice Chancellor's Office
2.22. The evaluation criteria	As provided in the tender document
2.28. Signing of contract	The contract shall be awarded to and signed between the Insurance Company and South Eastern Kenya University

Management of the contract:

- (i) The university shall designate an officer(s) to supervise/manage the contract.
- (ii) The company shall designate an officer(s) who shall be the contact person(s).
- (iii) Where the contractor fails to settle claims to the satisfaction of the University, the contract shall be terminated at the option of the University.
- (iv) The contract shall be signed between the Insurance Company and South Eastern Kenya University.

CRITERIA FOR EVALUATION

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

- **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non responsive and rejected at this stage.
- **Technical Evaluation:** Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Commercial Evaluation Criteria.
- **Commercial Evaluation:** The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified.

MANDATORY EVALUATION CRITERIA (Stage 1)

	CRITERIA	YES/NO
1.	Serialization of the bid document from the top page to the last page in numerical format	
2.	Must be a Member of Association of Kenya Insurance (AKI) Copy of Certificate to be attached	
3.	Must be registered with the Insurance Regulatory Authority for the current year (attach copy of current license)	
4.	Original Tender Security (Bid bond) of 2% of the contract price in form of a Bank guarantee or bankers cheque from a reputable Bank in Kenya valid for 120 days from the date of opening of the tenders.	
5.	Copy of valid Certificate of Registration or Incorporation	
6.	Copy of valid KRA tax compliance certificate	
7.	Copy of valid Current Business License	
8.	The Insurance Company must provide evidence proving that:- They have been underwriting for a minimum period of ten (10) years.	
9.	Duly filled, signed and stamped confidential business questionnaire	
10.	Self declaration that the bidder has not been debarred from participating in government tenders	
11.	Self declaration that the bidder has not and will not engage in corrupt and fraudulent practices during the tender validity period	
12.	Provide Litigation History	
13.	Submit two bid documents (Original and Copy)	
14.	Duly filled and signed form of tender	
	All copies requested in stage 1 MUST be certified by advocate/commissioner of oath	

TECHNICAL EVALUATION CRITERIA (Stage 2)

	CRITERIA	EVIDENCE	MARKS
1.	The Bidder must provide evidence of a reasonable Professional Indemnity guarantee. (Max 10mks)	Attach a copy of signed indemnity cover of not less than 50 million	Award 10 mks for evidence provided and 0 mks for none
2.	Provide proof of underwriting premiums of not less than 100million (Max 10 mks)	copy of evidence Must be certified by a commissioner of oaths	Award 10 mks for evidence provided & certified and 0 mks for none
3.	List and demonstrate four (4) Contracts handled of a similar size or nature in the last Five (5) Years with government institutions. (Max 40mks)	Signed contract documents/ award letters. (Include recommendation letters from respective procuring entities/ clients per each contract/award letter).	5mks per each contract/award letter. Extra 5mks for each contract awarded with recommendation from a government entity; Zero mks for none
4.	Demonstrated: Qualifications and experience of key technical personnel (MAX 15MKS)	Head/ General Manager With 10 years experience	5mks for masters. 3mks for Bachelors. Zero for none
		Underwriting Manager, General insurance; With experience of 5 years	5mks for masters. 4mks for Bachelors. 3mks for diploma. Zero for None
		Liaison Officer,	5mks for Bachelors. 4mks for Diploma, Zero for none
5.	Must submit audited financial statements for the last three (3) years – i.e 2017 and 2018 (Max 10mks)	The financial statements should be signed/prepared by auditor(s) who are approved by ICPACK.	Evidence of audited accounts . prorate per every audited financial year (10 mks), without any evidence 0 mks
6.	Conformity of the Technical proposal with the requirements of SEKU requirements (Max 15mks)	Attach evidence of how you will implement or roll out the insurance cover. Give full disclosure of the pros and cons to ensure that the University gets the	If evidence provided is in conformity of the SEKU schedule of requirements award 15 Marks. If not award Zero

		best proposal for its value for money	
	Total (100mks)		

Pass mark to qualify for Financial Evaluation is 70%

FINANCIAL EVALUATION (stage 3)

1.	Checking whether the bidder has costed all the items as per the schedule of requirement compared to his Financial proposal given	Bidders that have not costed all the items as required shall be Disqualified at this stage
2.	Ranking of bidders	Bidders shall be ranked from the lowest to the highest quoted
3.	Awarding	The recommended bid shall be the Lowest evaluated bid that gives the client value for its money

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:

"The Contract" means the agreement entered into between South Eastern Kenya University and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

"The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to South Eastern Kenya University under the Contract.

"The Procuring entity" means the organization procuring the services under this Contract

"The Contractor" means the organization or firm providing the services under this Contract.

"GCC" means the General Conditions of Contract contained in this section.

"SCC" means the Special Conditions of Contract

"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 South Eastern Kenya University's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The University in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2: The Contractor shall not, without South Eastern Kenya University's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

3.5: PATENT RIGHTS

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

3.6: PERFORMANCE SECURITY

3.6.1: Within twenty eight **(28)** days of receipt of the notification of Contract award, the successful tenderer shall furnish to South Eastern Kenya University the performance security where applicable in the amount specified in SCC.

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

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to South Eastern Kenya University and shall be in the form of a Bank guarantee.

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

3.7: DELIVERY OF SERVICES AND DOCUMENTS

3.7.1: Delivery of the services shall be made by the Contractor in accordance with the terms specified by South Eastern Kenya University in the schedule of requirements and the special conditions of contract.

3.8: PAYMENT

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

3.8.2: Payment shall be made promptly by South Eastern Kenya University, but in no case later than NINETY **(90)** 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 South Eastern Kenya University'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 within (30) days of receiving the request.
- 3.9.5 The contract may be renewed for one extra year subject to satisfactory performance by the Insurer.

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 South Eastern Kenya University's prior written consent.

3.11: TERMINATION FOR DEFAULT

- 3.11.1 South Eastern Kenya University may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- 3.11.2: 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 South Eastern Kenya University.
- 3.11.3: If the Contractor fails to perform any other obligation(s) under the Contract
- 3.11.4: If the Contract in the judgment of South Eastern Kenya University has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.5: In the event where South Eastern Kenya University terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to South Eastern Kenya University for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12: TERMINATION FOR INSOLVENCY

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

3.13: TERMINATION FOR CONVENIENCE

3.13.1: South Eastern Kenya University by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for South Eastern Kenya University's 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 South Eastern Kenya University may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14: RESOLUTION OF DISPUTES

3.14.1: South Eastern Kenya University and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2: If after thirty **(30)** days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15: GOVERNING LANGUAGE

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

3.16: APPLICABLE LAW

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

3.17: FORCE MAJEURE

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

3.18: NOTICES

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

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

IV: 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	10% of the total sum of contract
3.7 Delivery of Services	As per the Tender requirements
3.8 Payment	As per Insurance Act
3.16 Applicable law	The Laws of Kenya
3.18 Notices	South Eastern Kenya University P.O. Box 170 –90200 Kitui

Note:

The Insurance Cover for all Motor Vehicles as indicated in the tender shall be comprehensive.

**SECTION V: SCHEDULE OF REQUIREMENTS FOR INSURANCE SERVICES – MOTOR VEHICLE
2020/2021**

LIST OF MOTOR VEHICLES

MOTOR COMMERCIAL VEHICLES

REG. NO	VEHICLE TYPE	VALUE
KBL 340G	67 SEATER BUS	3,905,000.00
KBJ 536U	62 SEATER BUS	3,620,000.00
KBG 900C	14 SEATER MATATU	905,000.00
KBL 130G	9 SEATER	1,450,000.00
KBL 438G	WATER BOWSER	3,090,000.00
KBJ 166U	LORRY	1,160,000.00
KCT 647Y	33 SEATER MINIBUS	5,000,000.00
TOTAL		19,130,000.00

AMBULANCE

KCA 163F	AMBULANCE	2,450,000.00
TOTAL		2,450,000.00

MOTOR PRIVATE

REG. NO	VEHICLE TYPE	VALUE
KBL 420G	TOYOTA COROLLA	860,000.00
KBJ 221U	TOYOTA COROLLA	760,000.00
KBG 898C	TOYOTA COROLLA	570,000.00
KBL 322G	DOUBLE CAB	980,000.00
KBN 819E	TOYOTA COROLLA	1,130,000.00
KBN 820E	TOYOTA COROLLA	1,190,000.00
KBN 821E	TOYOTA COROLLA	1,070,000.00
KBU 244T	TOYOTA AVANZA	1,340,000.00
KBU 243T	TOYOTA AVANZA	1,340,000.00
KCD 152G	LANDCRUISER PRADO	6,280,000.00
KCH 300Q	TOYOTA L/CRUISER	4,760,000.00
KCH 625Q	DOUBLE CAB	3,080,000.00
KCH 627Q	DOUBLE CAB	2,900,000.00
KCK 903U	SUBARU FORESTER	3,860,000.00
KCK 905U	SUBARU FORESTER	3,870,000.00
KCK 906U	SUBARU FORESTER	3,790,000.00
TOTAL		37,780,000.00

TRACTOR AND MOTOR CYCLES

KTWB 708F	TUK TUK	265,000.00
KAW 198Z	TRACTOR - POOL	1,360,000.00
ZC 2933	AGRI-TRAILER	110,000.00
TOTAL		1,735,000.00

Note:

The values of motor vehicles indicated above are based on the most recent valuation of the Vehicles and may change from time to time.

PRICE SCHEDULE FORM – MOTOR VEHICLE

INSURANCE COVER	PARTICULARS OF INSURANCE COVER	RISK TO BE COVERED	VALUE TO BE INSURED	COMPREHENSIVE	
				RATE APPLIED	PREMIUM QUOTED
Motor Vehicle	Accident, Loss/Damage and all liabilities arising from use of motor vehicle	Commercial Vehicles	19,130,000.00		
	Accident, loss/damage and all liabilities arising from the use of the motor vehicle	Private Vehicles	37,780,000.00		
	Motor Vehicles	Motor Cycles, Tuk tuk & Tractors.	1,735,000.00		
		Ambulance	2,450,000.00		
Total			61,095,000.00		

To Note – Cover quoted should be inclusive of **EXCESS PROTECTION**.

SECTION VI: STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form**-When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form**-The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

1. FORM OF TENDER

South Eastern Kenya University
P.O. Box 170 – 90200
KITUI

Tender No: SEKU/PROC/ONT/03/2020/2021

Tender Name: Motor Vehicle. Insurance Services

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 Ksh:.....[Total Tender amount in words].....
.....
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

4. CONTRACT FORM

THIS AGREEMENT made the..... day of..... 20.....
Between..... [name of Procurement entity]
of..... [country of Procurement entity] (hereinafter called "the
Procuring entity") of the one part and[name of tenderer]
of[city and country of tenderer] (hereinafter called
"the tenderer") of the other part:

WHEREAS South Eastern Kenya University invited tenders for the Insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh.....[contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by the (South Eastern Kenya University)

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

5. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

A.	COMPANY DATA		RATING
1	Company Name		
2	Nature of Business		
3	Address		
4	Office Telephone No.		
5	Office Fax, Mobile & Email		
6	Office Location (Permanent Address)		
7	Bank Reference		
B.	GENERAL INFORMATION AND STRATEGIC CONSIDERATIONS		
1	Data Establishment		
2	Types of Activities		
3	Main Owners		
4	Are there financial/Ownership Link with other companies	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Name(s)	
5	What is the Company's main line of business		
C	REGISTRATION AS SUPPLIER STATUS AND OTHER STATUTORY REQUIREMENTS		
	C.1 Registration		
1	Legal Registration No:		
2	Registration with the relevant regulatory authority (state the authority)		
3	Membership of relevant Association (state the Association)		
	C.2 Other Statutory Requirements		
1	Tax Compliance Certificate		
2	PIN Certificate		
3	VAT Certificate		
D	STRATEGIC CONSIDERATION		
1	Strategic Vision		
2	Business Plan or Programme		
3	Service Charter		

4	Short –term Objectives		
5	Medium-term Objective		
6	Long-term Objectives		
7	Has corporate strategy communicated to staff	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Name(s)	
E.	EXPERIENCE AND QUALIFICATIONS AS A SUPPLIER		
	E.1 Types and values of services rendered for each of the last three (3) year and clients.		
	Services	Value	Client
	a)		
	b)		
	c)		
	d)		
	E.2 Evidence of Qualified Key Staff for performance of the services		
	Name	Experience	Qualification
	a)		
	b)		
	c)		
	d)		
	e)		
F	SALES SERVICE AND CUSTOMER SUPPORT		
	F.1 General sales information		
1	Sales turnover for the services being audited		
2	The Company’s main Competitors		
3	Main market segments serviced		
4	Sales infrastructure and arrangement		
5	The Maximum contact value the company is willing to undertake	Minimum Maximum	
	F.2 After sales services and customer support		
1	What level of technical support is generally offered?		
2.	Name and contact details of the technical local point:		

3.	Is service level performance measured? If so list the indicators used	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Indicators	
4.	Is there a team of persons that can be contacted outside the working hours?		
5.	Does the company employ temporary or sub-contracted labour? If yes, please give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
F.3 Customer Complaints and Rejections			
1	How are customer complaints handled? Give details		
2.	Is there a route cause for customer rejection investigated and measures taken to eliminate the cause? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
3.	Are these measures monitored to ensure that they are effective? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
F.4 E-Commerce			
1	Does the company have a website? Which are its main features (e.g. transactional, promotional, corporate, B-2-B, B-2-C etc)	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	

2	Does it have an online catalogue of products and services? Give details	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
G	QUALITY MANAGEMENT SYSTEMS		
1	Does the company hold a national certification accreditation for quality?	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
2	Is the company certified under ISO 9000 or equivalent? If so please attach the ISO Certificate for this audit	<input type="checkbox"/> Yes <input type="checkbox"/> No. <input type="checkbox"/> Notes	
3	If not, what steps are being taken to attain No.2 above? Give details		
4	What internal audits are undertaken to ensure continued adherence to all aspects of company quality systems as well as compliance with the external requirements? Give details		
5	Do qualified independent personnel perform internal audit? (Give details)		

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of South Eastern Kenya University?

Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....
.....

3.5: Has your Organisation, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by South Eastern Kenya University to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date:..... Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

6. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[name of Bidder]

datedfor the provision of insurance services (hereinafter called <the tenderer?>
[date of submission of bid]

KNOW ALL PEOPLE by these presents that WE of.....having
[name of bank] [name of country]

our registered office at (hereinafter called <the procuring entity> in
[name of procuring entity]

the sum of Kshs..... for which payment well and truly to be made to
[state the amount]

South Eastern Kenya University, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this day of20.....

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by South Eastern Kenya University on the Form; or
2. If the tender, having been notified of the acceptance of its tender by South Eastern Kenya University during the period of tender validity

fails or refuses to execute the Contract Form, if required; or

fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

Signature:..... Date:.....

Official Stamp:.....

7. PERFORMANCE SECURITY FORM

South Eastern Kenya University
P.O. Box 170 – 90200

KITUI

WHEREAS [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of
Contract No..... [reference number of the contract] dated
20.....to supply[description of insurance services]
(Hereinafter called "the Contract")

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

.....
[Name of bank of financial institution]

.....
[Address]

.....
[Date]

.....

8 OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT NO. 3 OF 2005

I, Of P.O Box.....

Being a resident of..... in the Republic of Kenya do hereby
make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for South Eastern Kenya University and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of South Eastern Kenya University, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of South Eastern Kenya University.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

} _____

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

}

8. BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

To.....

Name of tender.....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with South Eastern Kenya University a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words]. We, the[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to South Eastern Kenya University on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding.....[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between South Eastern Kenya University and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].....

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]