



# KAIMOSI FRIENDS UNIVERSITY

P.O. BOX 385-50309,  
KAIMOSI Website: [kafu.ac.ke](http://kafu.ac.ke)  
Email: [procurement@kafu.ac.ke](mailto:procurement@kafu.ac.ke)  
Phone: 0777373633

TEL: 0777373633

E\MAIL: [Procurement@kafu.ac.ke](mailto:Procurement@kafu.ac.ke)

Website: [www.kafu.ac.ke](http://www.kafu.ac.ke)

P.O BOX 385-50309

KAIMOSI, KENYA.

## **TENDER FOR THE PROVISION OF INSURANCE SERVICE FOR DAIRY ANIMALS**

**TENDER NO. KAF/T/25/2024-2025**

**CLOSING DATE: THURSDAY 1<sup>st</sup> AUGUST, 2024**

**TIME: 11:00 AM**

## INVITATION TO TENDER

Date of invitation: 19<sup>th</sup> July, 2024

KAIMOSI FRIENDS UNIVERSITY of P.O BOX 385 -50309 KAIMOSI

Tender No: KAF/T/25/2024-2025

Tender Name: PROVISION OF INSURANCE SERVICE FOR DAIRY ANIMALS

- i. The **Kaimosi Friends university** also known as Kaimosi Friends University invites sealed tenders for the provision of **PROVISION OF INSURANCE SERVICE FOR DAIRY ANIMALS**. The contract will be for a period of one year which may be renewed subject to annual satisfactory performance review.
- ii. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to **Underwrites only**
- iii. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8:00am to 5:00pm at the address given below.
- iv. Tender documents may be viewed and/or downloaded from the website: [www.kafu.ac.ke](http://www.kafu.ac.ke)
- v. A complete set of tender documents may be obtained by interested tenders free of charge
- vi. Tender documents obtained electronically will be free of charge.
- vii. Tender documents may be viewed and downloaded for free from the website [www.kafu.ac.ke](http://www.kafu.ac.ke). Tenderers who download the tender document must forward their particulars immediately to [procurement@kafu.ac.ke](mailto:procurement@kafu.ac.ke) to facilitate any further clarification or addendum.
- viii. Tenders must not be accompanied by a tender security.
- ix. **Note:** Self- insured tender securities are not allowed
- x. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- xi. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Kaimosi Friends University Offices, Administration block, Chavakali –Kapsabet Road, and addressed to:

**The Vice Chancellor,  
Kaimosi Friends University,  
P. O. Box 385 – 50309 Kaimosi.**

- xii. To be received on or before Thursday 1<sup>st</sup> August ,2024 at 11:00 AM.
- xiii. Tenders will be opened immediately after the deadline date and time specified above in the presence of the Tenderers' designated representatives who choose to attend in the university boardroom
- xiv. The addresses referred to above are:

**Address for obtaining further information and for purchasing tender documents**

The Vice Chancellor, Kaimosi Friends University,  
P. O. Box 385 -50309 Kaimosi.  
E-mail [procurement@kafu.ac.ke](mailto:procurement@kafu.ac.ke)

---

## **PART 1 - TENDERING PROCEDURES**

---

## SECTION I - INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

#### 2. Definitions

- 2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts require, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

#### 3. Fraud and Corruption

- 3.1 Kaimosi Friends University requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her subcontractors are not debarred from participating in public procurement proceedings.
- 3.2 Kaimosi Friends University requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, Kaimosi Friends University shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit Kaimosi Friends University to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in

accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of Kaimosi Friends University regarding this Tendering process; or
  - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by Kaimosi Friends University for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of Kaimosi Friends University who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to Kaimosi Friends University throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.

4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-

Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)

4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)

4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Qualification of the Tenderer**

5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

## **6. Sections of Tendering Document**

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

### **PART 2: Procuring Entity's Requirements**

- v) Section V–Schedule of Requirements

### **PART 3: Contract**

- vi) Section VI-General Conditions of Contract (GCC)  
vii) Section VII-Special Conditions of Contract (SCC)  
viii) Appendix to the Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by Kaimosi Friends University is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, Kaimosi Friends University is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from Kaimosi Friends University shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

### **7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact Kaimosi Friends University in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. Kaimosi Friends University will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. Kaimosi Friends University shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, Kaimosi Friends University shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, Kaimosi Friends University shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. Kaimosi Friends University shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach Kaimosi Friends University not later than the period specified in the **TDS** before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 Kaimosi Friends University shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by



Kaimosi Friends University exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the prearranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## **8. Clarification of Tendering Document**

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. Kaimosi Friends University will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. Kaimosi Friends University shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, Kaimosi Friends University shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, Kaimosi Friends University shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

## **9. Amendment of Tendering Document**

- 9.1 At any time prior to the deadline for submission of Tenders, Kaimosi Friends University may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from Kaimosi Friends University in accordance with ITT 6.3. Kaimosi Friends University shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, Kaimosi Friends University shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

## **C. Preparation of Tenders**

### **10. Cost of Tendering**

10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and Kaimosi Friends University shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### **11. Language of Tender**

11.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and Kaimosi Friends University shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### **12. Documents Comprising the Tender**

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;



- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS**.

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

### 13. Form of Tender and Schedule of Requirements

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

### 14. Alternative Tenders

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

### 15. Tender Prices and Discounts

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

### 16. Currencies of Tender and Payment

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

## **17. Documents Establishing Conformity of Services**

- 17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.
- 17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable Kaimosi Friends University identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by Kaimosi Friends University as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 17.5 The Tenderer shall provide further documentary proof, information or authorizations that Kaimosi Friends University may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if Kaimosi Friends University is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by Kaimosi Friends University (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
  - iii) the tenderer will be referred to the relevant law enforcement authorities for

investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of Kaimosi Friends University that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18. Documents Establishing the Eligibility and Qualifications of the Tenderer**

18.1 To establish Tenderer's eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified in Section III, Evaluation and Qualification Criteria.

## **19. Period of Validity of Tenders**

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by Kaimosi Friends University in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by Kaimosi Friends University as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, Kaimosi Friends University may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for the corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## **20. Tender Security**

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option: i) cash; ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance

Regulatory Authority listed by the Authority; or iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by Kaimosi Friends University as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. Kaimosi Friends University shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:
  - i) Sign the Contract in accordance with ITT 45; or ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, Kaimosi Friends University shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

## **21. Format and Signing of Tender**

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

21.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders 22. Sealing and Marking of Tenders**

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- a) In an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 12; and
- b) in an envelope marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:
  - i) in an envelope marked “ORIGINAL-ALTERNATIVE TENDER”, the alternative Tender; and
  - ii) in the envelope marked “COPIES –ALTERNATIVE TENDER” all required copies of the alternative Tender.

22.2 The inner envelopes shall:

- a) Bear the name and address of the Tenderer;
- b) Be addressed to Kaimosi Friends University in accordance with ITT 23.1;
- c) Bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

- a) Be addressed to Kaimosi Friends University in accordance with ITT 23.1;
- b) bear the specific identification of this Tendering process specified in accordance with TDS 1.1; and
- (c) Bear a warning not to open before the time and date for Tender opening.

22.4 If all envelopes are not sealed and marked as required, Kaimosi Friends University will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will not be accepted.

## **23 Deadline for Submission of Tenders**

23.1 Tenders must be received by Kaimosi Friends University at the address and no later than the date and time specified in the TDS.

23.2 Kaimosi Friends University may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of Kaimosi Friends University and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **24. Late Tenders**

24.1 Kaimosi Friends University shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by Kaimosi Friends University after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

## **25 Withdrawal, Substitution and Modification of Tenders**

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or

modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by Kaimosi Friends University prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **26. Tender Opening**

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, Kaimosi Friends University shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as Kaimosi Friends University may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of Kaimosi Friends University attending Tender opening in the manner specified in the **TDS**.

26.7 Kaimosi Friends University shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).



26.8 Kaimosi Friends University shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **27. Confidentiality**

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence Kaimosi Friends University in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact Kaimosi Friends University on any matter related to the Tendering process, it should do so in writing.

### **28 Clarification of Tenders**

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, Kaimosi Friends University may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that Kaimosi Friends University may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by Kaimosi Friends University shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Kaimosi Friends University in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **29 Deviations, Reservations, and Omissions**

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.



### **30. Determination of Responsiveness**

- 30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
    - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

### **31. Non-conformities, Errors and Omissions**

- 31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by Kaimosi Friends University and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions
- 31.2 Provided that a Tender is substantially responsive, Kaimosi Friends University may waive any non-conformities in the Tender.
- 31.3 Provided that a Tender is substantially responsive, Kaimosi Friends University may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

### **32. Arithmetical Errors**

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, Kaimosi Friends University shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

### **33. Comparison of Tenders and Conversion to Single Currency**

33.1 Kaimosi Friends University shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a single currency as specified **in the TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

### **34 Margin of Preference and Reservations**

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **35. Evaluation of Tenders**

35.1 Kaimosi Friends University shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, Kaimosi Friends University shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to

be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, Kaimosi Friends University will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;
- d) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be based on each item and not a combination of items.

### **36. Comparison of Tenders**

36.1 Kaimosi Friends University shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### **37. Abnormally Low Tenders and Abnormally high tenders**

#### **Abnormally Low Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, Kaimosi Friends University shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that Kaimosi Friends University determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, Kaimosi Friends University shall reject the Tender.

#### **Abnormally High Tenders**

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that Kaimosi Friends University is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, Kaimosi Friends University shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. Kaimosi Friends University may also seek written clarification from the tenderer on the reason for the high tender price. Kaimosi Friends University shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, Kaimosi Friends University may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, Kaimosi Friends University shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If Kaimosi Friends University determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), Kaimosi Friends University shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38. Qualification of the Tenderer**

38.1 Kaimosi Friends University shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event Kaimosi Friends University shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

39.1 Kaimosi Friends 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

### **F. Award of Contract**

#### **40. Award Criteria**

40.1 Kaimosi Friends University shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

#### **41. Notice of Intention to enter in to a Contract**

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period Kaimosi Friends University shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

#### **42. Standstill Period**

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when Kaimosi Friends University has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

#### **43. Debriefing by Kaimosi Friends University**

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to Kaimosi Friends University for a debriefing on specific issues or concerns regarding their tender. Kaimosi Friends University shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **44. Negotiations**

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. Kaimosi Friends University will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by Kaimosi Friends University before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 Kaimosi Friends University shall prepare minutes of negotiations that are signed by Kaimosi Friends University and the Tenderers' authorized representative.

#### **45. Letter of Award**

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, Kaimosi Friends University shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, Kaimosi Friends University shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in

Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless Kaimosi Friends University has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event Kaimosi Friends University may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, Kaimosi Friends University shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **49. Procurement Related Complaint and Administrative Review**

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

### **SECTION II - TENDER DATA SHEET (TDS)**

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<b>A. General</b>
<b>ITT 1.1</b>	The Tender reference number (ITT) is: <b>KAF/T/25/2024-2025</b> Kaimosi Friends University is: <b>Kaimosi Friends University</b> The name of the ITT is <b>TENDER FOR THE PROVISION OF INSURANCE SERVICE FOR DAIRY ANIMALS.</b>

ITT 2.1(a)	<p><b>OPEN –Procurement Tendering</b></p> <p>Kaimosi Friends University shall use the following open tendering method to manage this Tendering process:  <a href="http://www.kafu.ac.ke">www.kafu.ac.ke</a> or PPIP Portal</p> <p>The open tender shall be used to manage the following aspects of the Tendering process:  Issuing of tender documents, submission of tenders, opening and evaluation, award of tenders, receipt and inspection, payment.</p>
ITT 2.2	<p>The Intended date commencing providing the Insurance Services shall be as per contract document</p> <p>The insurance duration for each item will be <b>the contract will be for a period of One year.</b></p>
ITT 3.3	<p>The Information made available on competing firms is as follows: schedule of requirements and specification of the service as contained in the tender document.</p>
ITT 4.1	<p>Maximum number of members in the Joint Venture (JV) shall be: N/A.</p>
	<p><b>B. completion date Document</b></p>
ITT 7.1 8.1	<p>I. The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:procurement@kafu.ac.ke">procurement@kafu.ac.ke</a> to reach Kaimosi Friends University not later than 31/07/2024</p>
ITT 7.2	<p>(A) A pre-arranged pretender site visit “<b>shall not</b>” take place</p> <p>(B) Pre-Tender meeting “<b>shall not</b>” take place.</p>
ITT 7.3	<p>The Tenderer will submit any questions in writing, to reach Kaimosi Friends University not later than 31/07/2024</p>
ITT 7.5	<p>The Procuring Entity’s website where Minutes of the pre-Tender meeting and the prearranged pretender will be published. N/A</p>
ITT 12.1 (j)	<p>The Tenderer shall submit the following additional documents in its Tender: All documents as required under the evaluation criteria herein</p>
	<p>Other documents required are in the <b>TTS</b></p>
ITT 14.1	<p>Alternative Tenders “<b>shall not be</b>” considered.</p>
ITT 15.5	<p>The prices quoted by the Tenderer “<b>shall not</b>” be subject to adjustment during the performance of the Contract.</p>
ITT 16.1	<p>The currency of the Tender and the currency of payments shall be in <b>Kenya Shillings</b></p>
ITT 18.3	<p>Prequalification “<b>has not</b>” <b>been</b> undertaken.</p>
ITT 19.1	<p>The Tender validity period shall be 140 days.</p>
ITT 20.1	<p>A Tender Security <b>shall not be</b> required –</p>
ITT Reference	<p><b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b></p>



	<p>A Tender Security not applicable.</p> <p>A Tender-Securing Declaration <b>“shall be”</b> required for AGPO category.</p>
<b>ITT 21.1</b>	In addition to the original of the Tender, the number of copies is: <b>one</b>
<b>ITT 21.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney.</b>
	<b>D. Submission and Opening of Tenders</b>
<b>ITT 23.1</b>	For <b><u>Tender submission purposes</u></b> only, the Procuring Entity’s address is: Attention: Vice Chancellor Postal Address: 385-50309- Kaimosi.
<b>ITT 23.1</b>	The deadline for Tender submission is: <b>1/08/2024</b> Tenderers <b>“will”</b> have the option of submitting their Tenders Manually.
<b>ITT 26.1</b>	The Tender opening shall take place outside the Vice chancellor Board room.
<b>ITT 26.1</b>	The open Tender opening procedures shall be: manual.
<b>ITT 26.6</b>	The Form of Tender and priced Schedule of requirements shall be initialed by the authorized person.
	<b>E. Evaluation and Comparison of Tenders</b>
<b>ITT 33.2</b>	The currency shall be in Kenya Shillings and the source of exchange rate shall be the CBK as on 1/08/2024
<b>ITT 34.2</b>	Margin of preference shall <b>not be allowed.</b>
	<b>F. Award of Contract</b>
<b>ITT 44.1</b>	The negotiations will be held before award of tender.
<b>ITT 47</b>	Performance security cover from a reputable bank or insurance company N/A

<b>ITT 49.1</b>	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: procurement department</p> <p>Title/position: <i>In-Charge Procurement</i></p> <p>Procuring Entity: <i>Kaimosi Friends University</i></p> <p>Email address: <a href="mailto:procurement@kafu.ac.ke">procurement@kafu.ac.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:  <b>Evaluation Criteria</b> as given below</p>
-----------------	---

### SECTION III - EVALUATION AND QUALIFICATION CRITERIA EVALUATION CRITERIA

Mandatory requirements (MR) .The following requirements must be to tenderers met by the tenderer .Responsive bidder (s) shall be the tenderers that score YES in all the requirements and will be subjected to the technical evaluation.

	Requirements	YES/ NO
MR1	Submit two (2) bid documents (Original & copy) as per instructions.	
MR2	Must be a member of the Association of Kenya Insurance (AKI) issued by IRA copies of which must be attached	
MR3	Submit a valid copy of registration with the commission of Insurance for the current year and a copy of the current license be submitted.	
MR4	Submit a copy of certified certificate of registration /Incorporation from Registrar	
MR5	Copy of valid tax compliance certificate	
MR6	Submit a dully filled up confidential Business Questionnaire in the format provided.	
MR7	Bidders MUST have their document fully paginated to ensure compliance with Section 74(1) Public Procurement and Disposal Act 2015 (in format 1,2,3,4.....to the last page). All pages must be paginated whether there is information or not. The copy of the document must have the same page numbers as the Original Document. Tenders with repeated pages, missing page numbers and any other inconsistencies will be rejected	
MR8	Attach valid Tax Compliance Certificate	
MR9	Duly filled Tender securing declaration form	
MR10	CR 12 for limited companies or partnership deed for partnership business Where applicable	
MR11	The bid has been submitted in the format required by Kaimosi Friends University with all sections of the bid as issued by Kaimosi Friends University	
MR12	Current Business Permit /License No	
Pursuant to Section 79 of the Public Procurement and Disposal Act 2015, any tender not meeting the mandatory and any other eligibility criteria will NOT proceed to the Technical evaluation stage. Bidders MUST provide a written undertaking that the prices shall remain valid for 12 months form the contract date In line with the PPADA 2015		

### Technical Scores (TS)

This section Technical Evaluation will be marked out of 100 and will determine if they are technically responsive or non-responsive.

At this stage only bids that were responsive at the mandatory stage will be evaluated to determine if they are technically responsive or non-responsive

No.	Evaluation Attribute	Weighting scores	Max. Score
TS1	A list of 3 (Three) reputable companies with previous service (Attach copies of policy documents).....15 mks Premiums of more than Kshs. 1 million .....10 mks Premiums of between Kshs. 500,000 and Kshs. 1 million.....5mks Not attached .....0 mks	5 point for every year of experience	25
TS2	Copy of the Certified audited accounts for the last Two years. 10 mks for each	10 points for availability for each year	20
TS3	Paid up capital Paid up capital of above ksh. 100 million 15 Mks  up capital of between ksh.50 million and ksh.100 million -----,5 mks Paid up capital of below ksh.50 million .....0 mks		15
TS4	Least Period used to settle previous claims upon presentation of all the required document (Attach evidence of at least three claims of similar nature) 10 mks Not attached -0 mks		10
TS5	Certified Copies of the most recent award letters /Contract for the provision of insurance services for Animals for at least Three major corporate clients 5mks for each contract.		15
TS6	Certified list of at least Three (3) key professional staff and their CVs, Copies of Certificates and responsibilities attached 15 mks Not attached 0 mks		15
	TOTAL		100

The Qualification mark shall be 50% for a bidder to qualify for financial evaluation

## Part C: Financial Evaluation Stage

The bidders shall be compared and ranked from the lowest to the highest as in the table below:

SERIAL NO.	TENDERER	AMOUNT	RANKED
1.			
2.			
3			

### A. FINANCIAL EVALUATION

The bidder ranked with the lowest tender sum shall be the most responsive bidder.

Post qualification and Contract Award, more specifically,

- a) The tender will be subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings .

## SECTION IV- TENDERING FORMS

### 1. Form of Tender

#### *INSTRUCTIONS TO TENDERERS*

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

**Date of this Tender submission:** \_\_\_\_\_ [insert date (as day, month and year) of

Tender submission] **ITT No.:** \_\_\_\_\_ [insert number of ITT process]

**To:** \_\_\_\_\_ [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by Kaimosi Friends University based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

### SCHEDULE OF TENDERED ITEMS AND PRICES

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
<b>Various</b>	<b>Description of the Animal to be insured</b>	<b>Total Value kshs. 1,965,000.00</b>	1 year			



- e) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]* ii)  
The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

*[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

- (p) ***Collusive practices:*** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) ***Code of Ethical Conduct:*** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the

Tender ] Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month], [insert year].

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of Kaimosi Friends University	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

### General and Specific Details

(b) **Sole Proprietor, provide** the following details.

Name in full \_\_\_\_\_

Age \_\_\_\_\_

Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

- i) Private ..... or  
public Company.....
- ii) State the nominal and issued capital of the Company.....  
Nominal Kenya Shillings (Equivalent).....  
Issued Kenya Shillings (Equivalent).....

i) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in Kaimosi Friends University</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of Kaimosi Friends University regarding this tendering process.		

5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of Kaimosi Friends University who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of Kaimosi Friends University who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to Kaimosi Friends university throughout the tendering process and execution of the Contract?		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission. Full Name\_\_\_\_\_ Title or Designation\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: [Name and number of tender] in response to the request for tenders made by: [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;

- b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
- a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## SELF-DECLARATION FORMS

### FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deposed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

### FORM SD2

#### SELF DECLARATION THAT THE TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for ..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*Insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (*Name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender 5. THAT what is deposed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, .....(person) on behalf of (*Name of the Business/*

*Company/ Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory .....

Sign.....

Position.....

Office address..... Telephone..... E-mail .....

Name of the Firm/Company.....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign .....

Date .....



## **D. APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

### **2. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by Kaimosi Friends University under subsection (7) does not limit any legal remedy Kaimosi Friends University may have;
- v) An employee or agent of Kaimosi Friends University or a member of the Board or committee of Kaimosi Friends University who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act. vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of Kaimosi Friends University or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive Kaimosi Friends University of the benefits of free and open competition.
- c) Rejects a proposal for award of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

**SCHEDULE OF PRICES FORM**

Description of the Animal to be insured	Value Of the Animal to be insured	Major Contingencies required insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount t (if any	Total Tender Price for Insurance Service (Col. 5-6)
---	-----------------------------------	--	------------------	---	--------------------------	---

Name of Cow	Breed	Age	Sex	No. of Cnlvings	Penk Productio n crdn .	Pregnancy Status	Estimate d Value Ksll	Remarks
Milka	Ayrshire	4yrs 6 months	Female		121litres	5 months re nant	80,000	Currently dry
Phyllis	Ayrshire	4years	Female	2	13 litres	Not re nant	120,000	Recent abortion
Kipsando	Ayrshire	4 years	Female	2	141litres	2 months in-calf	120,000	
Ivone	Ayrshire	4 years	Female	2	12 litres	1 months in-calf	120,000	
Christine	Ayrshire	4years, 6 months	Female	2	7 litres	5months in-calf	100,000	Recent sickness
Diana	Ayrshire	4years 6 months	Female	2	18 litres	Not re nant	150,000	
Judy	Ayrshire	4 years	Female	2	14 litres	Not re nant	130,000	Repeat breeder
Tafina	Ayrshire	4 years	Female	2	15 litres	Not re nant	120,000	
Millie	Ayrshire	3 years	Female		12 litres	7 months in-calf	110,000	Currently dry
Nashibai	Ayrshire	2 years	Female	1	11 litres	Not re nant	80,000	
Carol	Ayrshire	2 Yrs.	Female	1	10	NP	80,000.00	

Name	Breed	Age	Sex	Pregnancy Status	Estimated Value Ksh
Auditor	A shire	19 months	Female	Not served	60,000
Loll	A shire	21 months	Female	Not served	60,000

## **HEIFERS**

Name	Breed	Sex	Age	Pregnancy status	Estimated Value <b>Ksh)</b>
Daisy	Ayrshire	F	2 Yrs.2 M	NP	50,000.00
Irene	Ayrshire	F	2 Yrs. 6 M	4 Month	80,000.00
Naliaka	Ayrshire	F	2 Yrs.	NP	70,000.00
Janet	Ayrshire	F	2 Yrs. 4 M	4 Month	80,000.00
Mmid	Ayrshire	F	20 M	NP	50,000.00

## **BULLS AND CALVES.**

Name	Breed	Sex	Age	Estimated Value <b>Ksh)</b>
Mika	Friesian	M	20 months	30,000
Yuda	Ayrshire	M	16 months	40,000
Ken	Ayrshire	M	15 months	40,000
Joel	Friesian	M	14 months	20,000
Leo	Ayrshire	M	10 month	15,000
Calvin	Friesian	Male	8 month	55,000
Tom	Ayrshire	Male	6 months	50,000
Chris	Ayrshire	Male	8 month	30,000
Alice	Ayrshire	Female	11 months	45,000

Milka	Ayrshire	Female	6 months	30,000
Daniella	Ayrshire	Female	8 months	30,000
Natasha	Ayrshire	Female	8 months	30,000
Patricia	Ayrshire	Female	2 month	25,000
Yusila	Ayrshire	Female	2 month	25,000

**Total Value kshs. 1,965,000.00**

Name of Tenderer .....

*[insert complete name of Tenderer]*

Signature of Tenderer.....

*[signature of person signing the Tender]*

Date..... *[insert date]*

Note: The tender sum to be transfer to the form of tender The University may increase or decrease the number of the insured at any given time at agreed premium rate

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>



7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

- ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- ☐ A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.
- ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:
  - Legal and financial autonomy
  - Operation under commercial law
  - Establishing that the Tenderer is not under the supervision of the agency of Kaimosi Friends University

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### **Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

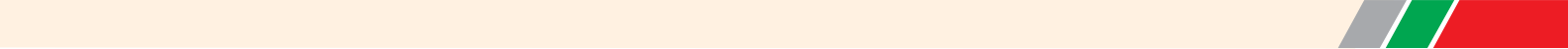
On behalf of the Procuring Entity:

**Signature:**

**\_ Name: Title/position:\_\_\_\_\_**

**Telephone:**

**\_ Email:\_\_\_\_\_**



## 1. FORM OF CONTRACT

*[Form head paper of the Procuring Entity]*

### LUMP-SUM REMUNERATION

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Insurance Provider]* (here in after called the “Insurance Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows: “... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to Kaimosi Friends University for all the Insurance Provider's obligations under this Contract, namely, *[name of Insurance Provider]* and *[name of Insurance Provider]* (here in after called the “Insurance Provider”).]*

### WHEREAS

- a) Kaimosi Friends University has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Insurance Provider, having represented to Kaimosi Friends University that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows: a)  
The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of Kaimosi Friends University and the Insurance Provider shall be as set forth in the Contract, in particular:
    - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
    - b) Kaimosi Friends University shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity]* *[Authorized Representative]*

For and on behalf of *[name of Insurance Provider]* *[Authorized Representative]*

[**Note:** If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Insurance Provider.....[name of member] [Authorized Representative]  
[name of member] [Authorized Representative]

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:**\_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

**Date:**\_\_\_\_\_

**TENDER GUARANTEE No.:**\_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that\_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of\_\_ under Request for Tenders No.\_\_(“the ITT”).
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of\_(\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provide by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for use in preparing this form and shall be deleted from the final product.*

#### **FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

##### **TENDER GUARANTEE No.:**

1. Whereas ..... [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ..... [Date of submission of tender] for the ..... [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of \_under Request for Tenders No.\_\_(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [Kaimosi Friends University y] (hereinafter called Kaimosi Friend University in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

- 4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
- 5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
*[Date ]*

\_\_\_\_\_  
*[Signature of the Guarantor]*

\_\_\_\_\_  
*[Witness]*

\_\_\_\_\_  
*[Seal]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## FORM OF TENDER-SECURING DECLARATION

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]* To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:..... Duly

authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]*

Dated on.....day of.....*[Insert date of signing]*

Seal or stamp

---

## **PART II – SCHEDULE OF INSURANCE REQUIREMENTS**

---



## SECTION V – SCHEDULE OF REQUIREMENTS

### 1. Objectives

#### **Kaimosi Friends University wants to insure its dairy**

##### **Major contingencies**

1. Outbreak of diseases
2. Death
3. Theft/ losses result of accident.
4. Illness and accidental injection of harmful foreign materials.
5. Epidemics.
6. Emergency slaughter
7. Accidents in the field
8. Miscarries that might lead to death of the calve and the cow.

##### **Lactating animals**

1. Tag no 084 Christine 4 th calver Ayrshire 3 months incalf
2. Tag no 0850 Yvone 4 th calver Ayrshire 8 months incalf
3. Tag no 0867 Milly 2 nd calver Ayrshire and 4 months incalf
4. Tag no.067 Milka 3 rd calver Ayrshire
5. Tag no. 0817 Diana 3 rd calver Ayrshire
6. Tag no. 058 Phillis 4 th calver Ayrshire.
7. Tag no.089 Judy 3 rd calver Ayrshire.
8. Tag no. 0827 Taphina 3 rd calver Ayrshire
9. Tag no.0813 Nashibai 2 nd calver Ayrshire
10. Tag no. 0805 Loli 1 st calver 2 months incalf Ayrshire
11. Tag no. 0869 Auditor 1 st calver 2 months incalf Ayrshire
12. Tag no. 081 Carol 1 st calver Ayrshire

##### **Heifers**

13. Tag no. 0818 Irene 4 months incalf Ayrshire
14. Tag no. 0824 Janet 5 months incalf Ayrshire
15. Tag no. 0815 Daisy 1 years 8 months old Ayrshire
16. Tag no. 0890 Naliaka 5 months 3 months incalf Ayrshire
17. Tag no. 0834 Mmid 16 months Ayrshire
18. Patriciah 10 months old Ayrshire
19. Alice 9 months old Ayrshire
20. Natasha 7 months old Ayrshire
21. Daniella 6 months old Ayrshire
22. Milla 5 months old Ayrshire
23. Yusla 3 months old Ayrshire.
24. Penina 3 months old Ayrshire.

**Bullocks for sale/slaughtered**

**NB: kindly advice if the bullocks should be insured.**

- 25. Tag no. 0833 Salton 2 year 4 months Ayrshire
- 26. Tag no. 0835 Yuda 13 months Ayrshire
- 27. Tag no. 0836 Joel 17 months Friesian
- 28. Tag no. 0841 Kenn 15 months Ayrshire
- 29. Mika (1 year) Friesian

**Bull calves below 1 year.**

- 30. Leo 7 months old Ayrshire
- 31. Tom 3 months old Ayrshire
- 32. Carlvin 5 months old Ayrshire
- 33. Chris 5 months old Ayrshire

**NB: The newborn calves are not tagged and requires to be tagged for identification.**



# **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

---

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by Kaimosi Friends University
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means Kaimosi Friends University or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means Kaimosi Friends University or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to Kaimosi Friends University
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

#### 1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as Kaimosi Friends University may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Kaimosi Friends University or the Insurance Provider may be taken or executed by the officials specified in the SCC.

## 1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## SECTION VII - SPECIAL CONDITIONS OF CONTRACT

### SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<b>The Parties to the Contract are:</b> Kaimosi Friends University is: Kaimosi Friends University The Insurance Provider is underwriters The contract name is TENDER FOR THE PROVISION OF INSURANCE SERVICE FOR DAIRY ANIMALS)
1.4	For <b>notices</b> , the Procuring Entity's address shall be: Kaimosi Friends University Attention: In-Charge Procurement Postal address: 385-50309 Kaimosi Telephone: procurement@kafu.ac.ke
1.6	The Authorized Representatives are: Dr. Patrick Agesa For the Procuring Entity: Kaimosi Friends University Postal address 385-50309. Telephone For the Insurance Provider----- <i>[Name, Postal Address, Email, Telephone Number]</i>
2.1	The date on which this Contract shall come into effect is 1 <sup>st</sup> September,2024
2.2	The Commencement date and duration of the insurance cover shall be: Commencement date 1 <sup>st</sup> September,2024 Completion or Expiry Date: 30 <sup>th</sup> October,2025 Duration of the coverage 1 year
3.2.3 (c )	After the termination of this Contract, the activities are: Re-Advertisement

3.6.1	<p>The liquidated damages per day is 1%</p> <p>The date by when the compensation costs should be made is within 14 days.</p> <p>The total amount of liquidated damages shall not exceed 10 % of the total contract sum</p>
6.2 – 6.3	<p>Contract Price</p> <p>The price shall be made in one lump sum as per the contract agreement</p>
6.4	<p>No Interest shall be paid to the Insurance Provider for delayed payment</p>
8.4.1	<p>The rules of procedure for arbitration proceedings <b>with a foreign Insurance Provider</b> shall be as follows:  <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p><b>(i) If Kaimosi Friends University chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</b></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the</p>
<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<p>UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(ii) If Kaimosi Friends University chooses the Rules of ICC, the following sample clause should be inserted:</b></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <b>the International Chamber of Commerce</b> by one or more arbitrators appointed in accordance with said Rules.</p> <p><b>(iii) If Kaimosi Friends University chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</b></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p><b>(iv) If Kaimosi Friends University chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</b></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

N/B

- i. In case of death of the biological animal the insurer company will compensate the university within one (1) months.
- ii. The premier charged should be inclusive of all VAT

- iii. The university may increase the number of insured biological animal at any given time and this shall affect the premium on a prorate basis.
- iv. You can visit the IGU department in case there is need of clarification before the closure of the tender.
- v. The tender for the insurance of dairy animals is for a period of One (1) year
- vi. No contract price shall be varied upward the price will remain fixed for twelve (12) months from the date of the signing of the contract.
- vii. Tender security not applicable

## APPENDIX TO THE CONTRACT

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

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.

## 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 Kaimosi Friends University invited tenders for the GPA cover and has accepted a tender by  
the  
Tenderer for the supply of the services in the sum of \_\_\_\_\_  
[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring Entity’s Notification of Award
3. In consideration of the payments to be made by Kaimosi Friends University to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with Kaimosi Friends University to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Kaimosi Friends 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 \_\_\_\_\_ (for the Procuring entity) in the presence of  
\_\_\_\_\_ date \_\_\_\_\_

Stamp

Signed, sealed, delivered by the \_\_\_\_\_ (for the Tenderer) in the presence of Details of beneficial ownership



## BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

### INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tendered pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:                      [insert identification no] Name of the Tender Title/Description:                      [insert name of the assignment] to:                      [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated                      [insert date of notification of award] to furnish additional information on beneficial ownership:                      [select one option as applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information. **Details of beneficial ownership**

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ---- % of shares  Indirectly---- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- --% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No- ---  2. Is this influence or control
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				

	Details of all Owners		Beneficial	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Telephone number					Indirect..... .....	exercised directly or indirectly?
	Email address						Direct..... .....
	Occupation or profession						Indirect..... .....
2.	Full Name			Directly----- ---- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----- No----
	National identity card number or Passport number					2. Is this right held directly or indirectly?:	
	Personal Identification Number (where applicable)			Indirectly---- ----- % of shares	Indirectly----- --% of voting rights		
	Nationality(ies)						
	Date of birth [dd/mm/yyyy]						
	Postal address					Direct..... .....	2. Is this influence or control exercised directly or indirectly?
	Residential address						
	Telephone number					Indirect..... .....	
	Email address						

	Occupation or profession					Direct..... .....  Indirect..... .....
3.  e.						

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
t. c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to de-anonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer] \_\_\_\_\_

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Sta