



HIGHER EDUCATION LOANS BOARD

Financing Higher Education now and in the future

HELB/06/2020-2021

PROVISION OF GENERAL INSURANCE COVERS

Higher Education Loans Board
Anniversary Towers, 18th floor
P. O. Box 69489 – 00400
Nairobi – Kenya

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Email: procurement@helb.co.ke

Website: www.helb.co.ke

Tender closing date: Completed tender documents to be received on or before **11.00 a.m** on **Tuesday 11th May 2021**

**TENDER DOCUMENT TO BE DROPPED IN THE TENDER BOX
LOCATED ON 18TH FLOOR LIFT LOBBY, ANNIVERSARY
TOWERS**

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INTRODUCTION

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

SECTION 1 – INVITATION TO TENDER



HIGHER EDUCATION LOANS BOARD

INVITATION TO TENDER

TENDER REF: HELB/T/06/2020 – 2021

PROVISION OF GENERAL INSURANCE COVERS

The Higher Education Loans Board is a state corporation whose mandate is to source for funds and provide loans, scholarships and bursaries to Kenyans studying in recognized institutions of higher learning.

HELB invites sealed tenders from interested, eligible and registered **Insurance Brokers** for the Provision of General insurance Covers for financial years **2021/2022** and **2022/2023**. Interested and eligible firms may view the detailed tender advert, respective tender document and further details regarding the tender submission from our website www.helb.co.ke/tenders/ or Public Procurement Information Portal <https://tenders.go.ke>. Tender documents downloaded from the two websites are free of charge. All bidders interested in participating in the tender are required to forward their contact details on email to procurement@helb.co.ke in case of any further tender addendum.

Interested bidders shall be required to submit **one (1) original** and **one copy** of their **combined technical** and **financial** submission, which shall be clearly marked “ORIGINAL” and “COPY” as appropriate. All Bidders **must serially number all the pages including the inserts in their tender proposal submission from the 1st page to the last page** in the format 1,2,3,4,5....as the number of pages received in each bidder’s tender submission proposal will be recorded during the tender opening.

The completed tender submission documents, wrapped in one envelope clearly marked: **HELB/T/06/2020-2021: ‘Provision of General Insurance Covers’** should be deposited in the tender box located at Anniversary Towers 18th floor lift lobby, University Way or sent by post to:

**The Chief Executive Officer
Higher Education Loans Board
P. O. Box 69489 – 00400
NAIROBI**

so as to be received not later than **Tuesday 11th May 2021 at 11.00 a.m.** Opening of the submitted tenders will take place immediately on the same date in the main boardroom on 19th floor, Anniversary Towers at **11.15 a.m** in the presence of tenderers representatives who choose to attend the opening.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.

All tenders **must** be accompanied by a tender security of **Kshs.150,000.00** in the **form of a bank guarantee** from a reputable bank, **a bankers cheque, insurance from companies authorized to transact in bid bonds, letter of credit or a guarantee by a deposit taking microfinance institution, Sacco Society, Youth Enterprise Fund or Women Enterprise Fund** and valid for a period of **120 days** from the day of opening the tender. Please note that any tender that shall not be accompanied by a **tender security** shall be deemed to be non-responsive and disqualified.

HELB may at any time terminate the procurement proceedings without entering into a contract in accordance with section 60 of the Public Procurement and Asset Disposal Act 2015.

**CHIEF EXECUTIVE OFFICER
HIGHER EDUCATION LOANS BOARD**

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The HELB employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by HELB to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and HELB, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 There shall be no charge for the downloaded document.

2.2.3 HELB shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify HELB by post, fax or by email at the HELB's address indicated in the Invitation for tenders. HELB will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies HELB's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 HELB shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring

entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect HELB against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by HELB as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or

- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, HELB may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the HELB’s at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE *Tuesday 11th May 2021 at 11.00 a.m*

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by HELB at the address specified under paragraph 2.15.2 not later than *Tuesday, 11th May 2020 at 11.00 a.m.*

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

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

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by HELB prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 HELB will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.15 a.m, Tuesday, 11th May 2020** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as HELB, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 HELB will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders HELB may, at its discretion, ask the tenderer for a clarification of its

tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 HELB will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, HELB will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations HELB's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

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

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. HELB may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting HELB

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

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

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

2.26. HELB's Right to accept or Reject any or all Tenders

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

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

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, HELB will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and HELB pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 HELB will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

- 2.28.1 At the same time as HELB notifies the successful tenderer that its tender has been accepted, the HELB will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the HELB.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the HELB.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in

which event the HELB may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

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

Instruction to tenderers	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Particulars of eligible tenderers: Interested eligible registered insurance brokers
2.2.2	Price to be charged for downloaded tender documents: None
	Copies of tender documents to be submitted: One original and one (copy)
2..10	Particulars of other currencies allowed: None
2.1.1	Particulars of eligibility and qualification documents of evidence required: Copies of: (i) Certificate of Registration/Incorporation (ii) Valid Tax Compliance certificate (iii) License for the year 2021 from IRA
2.12.2	Particulars of tender security if applicable: Kshs.150,000 valid for an additional thirty (30) days after the expiry of the tender validity period (total validity period be 150 days from date of opening)
2.12.4	Form of tender security: The Tender Security shall be in the form of a bank guarantee from a reputable bank, a bankers cheque, insurance from companies authorized to transact in bid bonds, letter of credit or a guarantee by a deposit taking microfinance institution, Sacco Society, Youth Enterprise Fund or Women Enterprise Fund and valid for a period of 150 days from the day of opening the tender.
2.13	Validity of Tenders:

	Tenders shall remain valid for 150 days after date of tender opening.
2.16.3	Bulky tenders that shall not fit in the tender box shall be delivered to the Procurement Unit on 18 th floor, Anniversary Towers, University Way.
2.20.1	<p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Evaluation to determine responsiveness:</p> <ol style="list-style-type: none"> 1. Copy of a filled, signed and submitted tender submission form. 2. Copy of PIN for both the broker and recommended underwriter. 3. Copy of certificate of incorporation for both the broker and recommended underwriter. 4. Copy of Valid Tax Compliance certificate from Kenya Revenue Authority for both the broker and recommended underwriter. 5. Tender security of Kshs.150,000/- and valid for a period of 150 days from the date of opening of the tender. 6. Copy of year 2021 registration with Insurance Regulatory Authority for both the broker and the underwriter. 7. Copy of year 2021 registration with Association of Kenya Insurers for Underwriter and Registration with Association of Insurance Brokers for the broker. 8. Broker Must have a valid Professional Indemnity Insurance Cover and a copy be submitted 9. Broker Must fill,sign, stamp and submit a signed declaration statement that you will not engage in any corrupt or fraudulent practice 10. Broker Must fill,sign ,stamp and submit a signed declaration statement that you are not debarred from participating in procurement proceedings. 11. For group life cover you Must indicate the free cover limit 12. Broker Must submit a copy of underwriters premium quotation 13. Motor policy - the insurance company, in addition to

	<p>the usual flat cover, must provide for inbuilt excess for two occurrences in the year such that in the event of an accident, no excess is paid - Mandatory</p> <p>14. Must serially number all the pages in the tender submission proposal from the first page to the last page in the format 1,2,3.... (including inserts)</p> <p>AT THIS STAGE THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE.THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>
2.22	<p>Evaluation and comparison of tenders: The tenders will be technically evaluated and marks awarded as stipulated in SECTION IV on DETAILED TECHNICAL SUBMISSION REQUIREMENTS on page 34 of the tender document</p>
	<p>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 80% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED</p>
2.24 (a)	<p>Particulars of post qualification: HELB may inspect the premises</p>
2.24.4	<p>Award criteria: Award will be made to the lowest evaluated responsive tenderers in each risk category who shall meet all the mandatory requirements and further achieve the set pass mark of 80% and above in the detailed technical evaluation.</p>
2.27	<p>Particulars of performance security if applicable: N/A</p>
	<p>FINANCIAL EVALUATION</p>
	<ol style="list-style-type: none"> 1. Whether the form of tender has been filled/completed by the tenderer, duly signed by authorized representatives of the tenderer and rubber stamped - <i>Mandatory</i>. 2. Whether the price schedule form has been

	<p>filled/completed by the tenderer, signed, rubber stamped and submitted with the tender.</p> <ol style="list-style-type: none">3. The commercial evaluation and final ranking of the bids in each Risk category will take into consideration the scope of the cover in relation to the premium, Exclusion clauses, and other pertinent terms and conditions of the tender4. The Evaluation Committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial submitted for each risk category shall prevail.5. Where 2 or more firms submit the lowest evaluated bid for a category of risk, HELB shall conduct competitive negotiations.
Other's as necessary	<p>Negotiations may be held with each tenderer that submits the lowest evaluated bid in each risk category and upon successful negotiations will be awarded the contract. If negotiations fail with any tenderer that submitted the lowest evaluated responsive bid in the respective category, the bidder with the second lowest responsive bid will be invited by HELB for negotiation, and upon successful negotiations, be awarded the tender.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the HELB's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of HELB in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

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

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

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish HELB the performance security where applicable in the amount specified in SCC

- 3.6.2 The proceeds of the performance security shall be payable to HELB as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to HELB and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by HELB and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by HELB in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

3.11.1 HELB may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the HELB.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the HELB has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event HELB terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to HELB for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 HELB by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for HELB's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination HELB may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

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

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

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract,

which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract






1. The clauses in this section are intended to assist HELB in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of HELB and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be **registered with the IRA** for the current year **2021** and a copy of the current license must be submitted.
- 4.1.2 Must submit copies of the following documents;
 - (a) **PIN Certificate**
 - (b) **Valid Tax Compliance Certificate**
 - (c) **Certificate of Registration/Incorporation**
- 4.1.3 Must be a **member of the Association of Kenya Insurance (AKI)**

4.2. CONDITIONS TO BE MET BY INSURANCE BROKER

- 4.2.1 Must submit a tender security of Kshs.150,000/- valid for 150 days from the date of tender opening or a filled, signed and submitted tender securing declaration form with a valid AGPO registration certificate for AGPO groups.
- 4.2.2 Must submit **registration with the IRA** for current year **2021** and a copy of the current license be submitted.
- 4.2.3 Must submit registration with Association of Insurance Brokers
- 4.2.4 Must submit copies of the following documents
 -  PIN certificate
 -  Certificate of incorporation
 -  Valid Tax Compliance
- 4.2.5 Must provide a copy of **underwriters premium quotation**
- 4.2.6 Must have a valid **Professional Indemnity Insurance Cover** and a copy be submitted
- 4.2.7 Must submit a **signed declaration statement** that you **will not engage in corrupt or fraudulent practice.**
- 4.2.8 Must submit a **signed declaration statement** that you **are not debarred from participating in procurement proceedings.**
- 4.2.9 Must indicate the maximum **free cover limit for the Staff Group Life policy**
- 4.2.10 **Motor policy:** In addition to the usual flat comprehensive cover, the insurance company **Must** provide for:
 -  Inbuilt excess for two occurrences in the year such that in the event of an accident, no excess is paid (Mandatory).
 -  Provide for a flat cover of the extra features on the vehicle (Mandatory)
- 4.2.11 Must fill, sign and submit the **tender proposal submission form.**
- 4.2.12 Must **serially number the tender submission from the 1st page to the last page.**

DETAILED TECHNICAL SUBMISSION REQUIREMENTS

1.	<p>Human Resource Capacity : 35 Marks</p> <ul style="list-style-type: none"> ✚ Submit the CV's of the team leader and 3 other proposed staff– 5 marks ✚ Submit the academic certificates of the team leader and 3 other proposed staff – 17 marks ✚ Submit the professional qualifications of the team leader and 3 other proposed staff– 6 marks ✚ 3 years' experience for team leader and three other proposed staff – 7 marks 	35 Marks
2.	<p>Company Experience:</p> <ul style="list-style-type: none"> ✚ Submit the company profile outlining a brief history of your firm– 5 marks ✚ Submit the company Organogram– 2 marks ✚ Indicate the number of years of experience– 5 marks ✚ Indicate the services you have provided (classes of business) – 5 marks 	15 Marks
3.	<p>Firms experience with public institutions:</p> <ul style="list-style-type: none"> ✚ Submit proof of similar undertaking in public institutions in the last 4 years by the submission of five (5) letters of award @3 marks per letter. 	15 Marks
4.	<p>Reference letters:</p> <ul style="list-style-type: none"> ✚ Submit five (5) recommendation letters from the five (5) clients submitted in no.3 above. References may be contacted to authenticate information @4 marks per letter 	20 Marks
5.	<p>Audited Accounts:</p> <ul style="list-style-type: none"> ✚ Submit copies of audited accounts for the last 2 years 	5 Marks
6.	<p>Conformance:</p> <ul style="list-style-type: none"> ✚ Fill and submit the confidential business questionnaire – 5 marks ✚ Conformance with tender requirements - Certification of all areas as required– 5 marks. 	10 Marks

4.2 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Not applicable
3.7 Delivery of Services	As provided in the schedule of requirements
3.8 Payment	Within sixty (60) days
3.9 Price adjustment	Not applicable
3.16 Applicable law	Specify resolution of disputes: Disputes to be settled as per the Arbitration Laws of Kenya
3.18 Notices	Indicate full address of HELB Client: Higher Education Loans Board Anniversary Towers, University Way P. O. Box 69489 – 00400 Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

GENERAL

The Higher Education Loans Board (HELB) seeks to engage Insurance Brokers to provide insurance covers listed below as per the details provided in section VI – Description of services:-

- 1) COMPUTER AND RELATED ITEMS ALL RISK
- 2) FIRE AND OTHER PERILS
- 3) THEFT AND BURGLARY
- 4) FIDELITY GUARANTEE
- 5) GPA – WIBA (STAFF & BOARD MEMBERS)
- 6) GROUP LIFE (STAFF)
- 7) CREDIT PROTECTION – MOTOR VEHICLES
- 8) CREDIT PROTECTION (POSTGRADUATE, CONTINUING EDUCATION AND OTHER MANAGED FUNDS LOANS)
- 9) MOTOR VEHICLES-STAFF AND INSTITUTIONAL

The contract will be for a period of **two (2) years effective 1st July 2021** up to **30th June 2023** subject to Satisfactory Performance. During this period, the broker and insurer will be required to maintain all the required licenses.

SECTION V - SCHEDULE OF REQUIREMENTS

RISK NOTES

CONTENTS:

- 1) MOTOR VEHICLES – STAFF AND INSTITUTIONAL
 - 2) COMPUTER AND RELATED ITEMS ALL RISK
 - 3) FIRE AND OTHER PERILS
 - 4) THEFT AND BURGLARY
 - 5) FIDELITY GUARANTEE
 - 6) GPA – WIBA (STAFF & BOARD MEMBERS)
 - 7) GROUP LIFE (STAFF)
 - 8) CREDIT PROTECTION – MOTOR VEHICLES
 - 9) CREDIT PROTECTION (POSTGRADUATE, CONTINUING EDUCATION AND OTHER MANAGED FUNDS LOANS)
-

RISK NOTE 1

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	FINANCING HIGHER EDUCATION
CLASS OF INSURANCE	COMPREHENSIVE MOTOR VEHICLE COVER
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
COMPREHENSIVE COVER BENEFITS	Indemnity against loss of or damage to motor vehicles, liability to third parties and passengers' liabilities arising out of use of motor vehicles owned by the insured: Staff & Institution (Comprehensive cover for current and additions)
SUM ASSURED	a) Institutional Vehicles Kshs.38,209,000
	b) Staff Vehicles Kshs.50,500,000
	Total Kshs.88,709,000

NOTE

In addition to the usual flat comprehensive cover, the insurance company must provide for:

- 1. Provide for inbuilt excess for two occurrences in the year such that in the event of an accident, no excess is paid (mandatory)**
- 2. Provide for a flat cover of the extra features on the vehicle (mandatory)**
- 3. Indicate at least five public institutions where the recommended underwriter is or has been on cover within the last three years.**

RISK NOTE 2

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	HIGHER EDUCATION FINANCING
CLASS OF INSURANCE	COMPUTER EQUIPMENT AND RELATED ITEMS
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
COVER BENEFITS	Indemnify for unforeseen loss or material damage to electronic equipment (computers and related items as per schedule to be furnished) due to fire, theft, accidental cause whilst working, at rest or being dismantled for the purpose of cleaning, overhauling or being shifted within the premises including cost of working. (To cover on site for PC's and on site as well as off-site for laptops, iPad and smart phones. and any other machine that may be lost or damaged while on official off-site engagement)
SUM INSURED	Kshs.24,042,295

RISK NOTE 3

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 49689-00400, NAIROBI
BUSINESS	HIGHER EDUCATION FINANCING
CLASS OF INSURANCE	FIRE AND OTHER PERILS
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
SUM INSURED	1. Office equipment Kshs.4,425,594.00
	2. Partitions/fittings – Kshs.37,388,597.00
	3. Building on LR. 209/13515 Kshs.2,500,000
	4. Furniture Kshs.17,490,984.00
	Total Kshs.61,805,175.00
COVER BENEFIT	Indemnity to HELB in event of a loss/losses arising from fire, lightning, explosion, earthquakes (fire & shock) riot, strikes etc.

RISK NOTE 4

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 49689-00400, NAIROBI
BUSINESS	HIGHER EDUCATION FINACING
CLASS OF INSURANCE	THEFT AND BURLAGRY
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
SUM INSURED	1. Office equipment - Kshs. 4,425,594.00
	2. Partitions/fittings – Kshs. 37,388,597.00
	3.Furniture Kshs.17,490,983.00
	Total Kshs. 59,304,581.00
COVER BENEFITS	Indemnity to HELB in event of a loss/losses arising from theft and burglary.

RISK NOTE 5

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	FINANCING OF HIGHER EDUCATION
CLASS OF INSURANCE	FIDELITY GUARANTEE
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
COVER BENEFITS	Cover in respect of all pecuniary losses as a result of infidelity of 3 members of staff in Finance Department.
SUM INSURED	Kshs. 1,500,000

RISK NOTE 6

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	FINANCING OF HIGHER EDUCATION
CLASS OF INSURANCE	GROUP PERSONAL ACCIDENT (GPA) WITH WIBA FOR STAFF & BOARD MEMBERS
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023
COVER BENEFITS	<p>a) 271 staff at cumulative annual basis of Kshs.236,987,701.56</p> <p>Death –96 months earnings Permanent total disability – 96 months earnings Temporary total disability/partial disablement up to 104 weeks. Medical expenditure resultant from accident: Maximum Kshs.100,000/= Funeral expenses – Kshs.30,000/= per deceased employee</p> <p>b) Six (6) Board Members on GPA only</p> <p>Death: 2,000,000/= Per person PTD 2,000,000/= per person on Permanent Total Disability Medical expenses resultant from the accident 100,000</p> <p>Accumulation Limit – Kshs. 200,000 million</p>
COVER	<p>staff All permanent and fixed term contract staff and any other to be recruited on such terms – Payment of benefits, as defined as a result of accidental death or bodily injury to the insured person(s). Including riot, strike and malicious damage but excluding war, civil war and kindred risks. Cover also includes liability under WIBA in respect of accidental death, bodily injury or illness/disease to employees as declared. Cover is on 24-hour basis worldwide.</p> <p>Board Members For Board members, the cover is based on Board of Directors whilst on membership of HELB Board. Its limited to being on Board business and is in force worldwide with maximum</p>

	indemnity of Kshs. 2,000,000/= per claim per person.
SUM INSURED	a) Kshs. 236,987,701.56. Current Cumulative annual basic for staff
	b) Kshs.12,000,000 for 6 Board Members
	TOTAL SUM INSURED: Kshs.248,987,701.56

RISK NOTE 7

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI	
BUSINESS	FINANCING HIGHER EDUCATION	
CLASS OF INSURANCE	GROUP LIFE (STAFF)	
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 – 30.06.2023	
COVER BENEFITS	EVENT	3 times member’s annual basic earnings. Indicate extent of free cover limit (this is mandatory .) will form part of evaluation criteria on this class of cover. Cover is based on all current permanent and fixed term staff and any other to be recruited in future on these terms.
	Death in service	
COVER	EVENT Death in Service.	All permanent and fixed term contract staff and any other to be recruited on such terms – Payment of benefits upon death of the insured person(s).
SUM INSURED	Kshs. Kshs. 236,987,701.56. Current Cumulative Annual Basic for staff.	

Note:

For group life, indicate the free cover limit. This is a mandatory requirement.

RISK NOTE 8

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	FINANCING HIGHER EDUCATION
CLASS OF INSURANCE	CREDIT PROTECTION - MOTOR VEHICLES
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 - 30.06.2023
COVER BENEFITS	Credit protection for motor vehicles on loan. Indemnify HELB on loan balances in the event of death and permanent disability
SCHEDULE	20 members of staff currently on car loan and any other that may take up car loans in future.
SUM INSURED	Kshs. 12,000,000.

RISK NOTE 9

INSURED	HIGHER EDUCATION LOANS BOARD P. O. BOX 69489-00400, NAIROBI
BUSINESS	FINANCING HIGHER EDUCATION
CLASS OF INSURANCE	CREDIT PROTECTION - STUDENT LOANS
PERIOD	TWO YEARS (24) MONTHS W.E.F. 01.07.2021 - 30.06.2023
COVER & BENEFITS	Credit protection for postgraduate, continuing education and managed funds loans. Indemnify HELB in the event of death or permanent disability.
SCHEDULE	All loanees under the cited categories
SUM INSURED	Kshs.4.85 Billion

SCHEDULE OF INSTITUTIONAL VEHICLES

Private Motor vehicles - Institutional

	Insured	Reg No	Make
1	HELB	KBW 061V	Toyota Prado
2	HELB	KCD 459G	Mitsubishi Pajero
3	HELB	KCH 747Q	Chevrolet Trailblazer
4	HELB	KCH 970Q	Toyota Prado
5	HELB	KCP 636K	Toyota Fortuner
6	HELB	KCP 644K	Ford Everest
7	HELB	KCT 538Y	Land Cruiser
8	HELB	KCT 568Y	Van
9	HELB	KBQ 632D	Passat VW
10	HELB	KCD 441G	Tiggo Cherry

SCHEDULE OF STAFF MOTOR VEHICLES ON CAR LOAN

	Car Registration	Make	YOM	CC
1	KCL 512V	Nissan	2010	1461
2	KCV 761Z	Subaru	2012	1590
3	KCW 351T	Honda	2012	1990
4	KCX 466R	Toyota	2013	1490
5	KDA 537F	Nissan	2012	1997
6	KCQ 493Z	Mitsubishi	2011	2860
7	KCN 953M	Toyota	2011	2670
8	KCY 621K	Honda	2013	1490
9	KCZ 197E	Mitsubishi	2013	1790
10	KCZ 442H	Mazda	2013	1290
11	KCV 408K	Toyota	2012	1790
12	KCY 806H	Toyota	2013	990
13	KDA 044S	Subaru	2013	1990
14	KCZ 554H	Mercedes	2014	1790

		Benz		
15	KCX 501P	Honda	2012	1990
16	KDA 470F	Honda	2013	1490
17	KCY 957N	Nissan	2013	1190
18	KCZ 979S	Volkswagen	2013	1190
19	KDB 496D	Toyota	2013	1986
20	KDA 870Z	Honda	2013	1330

SCHEDULE OF STAFF VEHICLES TO BE INSURED

	Reg./No.	C.C	Y.O.M	MAKE	BODY TYPE
1	KAL 083A	1500	1998	TOYOTA	saloon
2	KCB 638C	1500	2007	TOYOTA	saloon
3	KBS 327F	1490	2005	TOYOTA	s.wagon
4	KAU 813N	1972	2000	HONDA	s.wagon
5	KBS 656U	1490	2005	NISSAN	saloon
6	KBN 010Y	1984	2004	VOLVO	saloon
7	KCB 855S	2360	2008	TOYOTA	s.wagon
8	KCF 655C	1800	2008	HONDA	s.wagon
9	KBQ 500T	2982	2005	TOYOTA	s.wagon
10	KCS 200M	2982	2014	TOYOTA	s.wagon
11	KBT768R	1790	2005	TOYOTA	s.wagon
12	KBE 084M	1580	2001	TOYOTA	s.wagon
13	KCJ 588H	1991	2009	NISSAN	s.wagon
14	KCG 038H	1790	2008	HONDA	s.wagon
15	KBX 048N	1660	2006	HONDA	s.wagon
16	KBK 184H	1290	2002	TOYOTA	s.wagon
17	KBH 770D	1790	2002	CORONA	saloon
18	KCW 758H	2597	2004	MERCEDES	saloon
19	KBK 275G	1790	2002	TOYOTA	saloon
20	KCJ 474T	1790	2009	TOYOTA	saloon
21	KCJ 900U	2982	2010	TOYOTA	s.wagon
22	KCL 512V	1461	2010	TOYOTA	s.wagon
23	KAR257M	1500	1992	NISSAN	saloon
24	KBR 174Q	1330	2005	HONDA	s.wagon
25	KCK 825Z	2400	2013	TOYOTA	s.wagon
26	KBL 053Y	2360	2003	TOYOTA	saloon
27	KCX501P	1990	2012	HONDA	s.wagon
28	KBH 387W	1490	2002	NISSAN	saloon
29	KBN 482T	1290	2003	TOYOTA	s.wagon

30	KBP 129U	1790	2004	TOYOTA	saloon
31	KCQ 957Q	2350	2010	HONDA	s.wagon
32	KBV 685Y	1460	2006	MITSUBISHI	saloon
33	KAM 503W	1500	1993	TOYOTA	s.wagon
34	KCC 180K	2350	2006	HONDA	s.wagon
35	KBQ 706M	1290	2004	TOYOTA	s.wagon
36	KAW 540K	1490	1999	TOYOTA	s.wagon
37	KBP 337S	1790	2004	TOYOTA	s.wagon
38	KCB 675Q	1300	2007	TOYOTA	s.wagon
39	KCW237K	1490	2012	NISSAN	s.wagon
40	KCN 953M	2670	2011	TOYOTA	s.wagon
41	KAS 597R	1490	1998	TOYOTA	s.wagon
42	KCP 528D	1190	2010	NISSAN	s.wagon
43	KCK443V	1790	2010	TOYOTA	saloon
44	KBX 406D	1460	2006	MITSUBISHI	saloon
45	KBQ 267F	1990	2004	TOYOTA	s.wagon
46	KCT 746E	1980	2011	VOLKSWAGEN	saloon
47	KAQ 140A	1490	1995	TOYOTA	saloon
48	KCQ 593Z	1790	2011	HONDA	s.wagon
49	KBR678X	1290	2006	TOYOTA	saloon
50	KBU603U	1490	2007	NISSAN	s.wagon
51	KBX089B	1990	2013	NISSAN	s.wagon
52	KBN 316Y	1990	2004	HONDA	s.wagon
53	KCH 159J	1490	2009	TOYOTA	s.wagon
54	KCS 028S	1990	2011	MAZDA	s.wagon
55	KBK 055B	1460	2002	MITSUBISHI	saloon
56	KAY 533Z	1330	2000	TOYOTA	saloon
57	KCE 311V	1490	2008	TOYOTA	s.wagon
58	KCN514N	1340	2010	MAZDA	s.wagon
59	KBU181B	1400	2005	TOYOTA	s.wagon
60	KCA 016E	1460	2007	MITSUBISHI	saloon
61	KBT 185B	1490	2005	SUBARU	s.wagon
62	KAS 456G	1290	1998	NISSAN	saloon
63	KBK 421U	1998	2001	MERCEDES	saloon
64	KCM 575T	1790	2010	MERCEDES	saloon
65	KCE804N	1790	2008	HONDA	s.wagon
66	KCK 639W	1790	2009	TOYOTA	saloon
67	KCN770Y	2450	2010	SUBARU	s.wagon
68	KCD 722Z	1790	2008	HONDA	s.wagon
69	KBZ 024C	1980	2007	VOLKSWAGEN	saloon
70	KCQ 493Z	2350	2011	MITSUBISHI	s.wagon
71	KBY 155L	1790	2007	NISSAN	s.wagon
72	KCP 125A	1330	2010	MITSUBISHI	s.wagon

73	KCM 637N	2350	2010	HONDA	s.wagon
74	KCW351T	1990	2012	HONDA	s.wagon
75	KBX562J	2340	2006	NISSAN	saloon
76	KCG996U	2980	2009	MERCEDES	saloon
77	KCY806H	990	2013	TOYOTA	s.wagon
78	KCM153W	1490	2010	SUBARU	s.wagon
79	KBR893Q	1490	2005	TOYOTA	saloon
80	KCX466R	1490	2013	TOYOTA	s.wagon
81	KCY621K	1490	2013	HONDA	s.wagon
82	KBP156L	1990	2005	NISSAN	s.wagon
83	KCM621V	1490	2010	TOYOTA	saloon
84	KCY729S	1490	2013	TOYOTA	s.wagon
85	KCZ197E	1970	2013	MITSUBISHI	saloon
86	KCG539A	1490	2009	TOYOTA	s.wagon
87	KCZ554H	1790	2014	MERCEDES	saloon
88	KCU879L	1340	2012	MAZDA	s.wagon
89	KCV408K	1790	2012	TOYOTA	saloon
90	KCY957N	1190	2013	NISSAN	saloon
91	KCF368L	1990	2008	SUBARU	s.wagon
92	KCZ979S	1190	2013	VOLKSWAGEN	s.wagon
93	KCZ442H	1290	2013	MAZDA	s-wagon
94	KCT824Z	1340	2012	MAZDA	s.wagon
95	KDA577K	2690	2013	TOYOTA	s.wagon
96	KDA470F	1490	2013	HONDA	s.wagon
97	KCS923K	1490	2011	HONDA	s.wagon
98	KDA044S	1990	2013	SUBARU	s.wagon
99	KDA537F	1990	2012	NISSAN	s.wagon
100	KDB496D	1980	2013	TOYOTA	s.wagon
101	KDA870Z	1330	2013	HONDA	s.wagon
102	KCK720M	1490	2009	TOYOTA	s.wagon
103	KCR572R	1490	2011	TOYOTA	s.wagon

EVALUATION CRITERIA

1. PRELIMINARY EVALUATION

Preliminarily your tender submission will be evaluated to determine:

1. Whether the **tender proposal submission form** has been filled, signed and submitted - **Mandatory**.
2. Whether copies of **PIN** for both the **broker** and recommended **underwriter** have been submitted- **Mandatory**.
3. Whether copies of **certificate of incorporation** for both the **broker** and recommended **underwriter** have been submitted. - **Mandatory**.
4. Whether copies of **Valid Tax Compliance certificate** from Kenya Revenue Authority for both the **broker** and recommended **underwriter** have been submitted- **Mandatory**.
5. Whether copies of year 2021 **registration with Association of Kenya Insurers for Underwriter** and **Registration with Association of Insurance Brokers** for the **broker** have been submitted- **Mandatory**.
6. Whether Copies of year 2021 **registration licenses with Insurance Regulatory Authority** for both the **broker** and the **underwriter** have been submitted - **Mandatory**.
7. Whether a **tender security of Kshs.150,000/-** has been submitted and whether its valid for a period of **150 days** from the date of opening of the tender- **Mandatory**. **AGPO registered firms must fill, sign and submit the tender securing declaration form and also submit the valid AGPO registration certificate**.
8. Whether the **Broker** has submitted **a copy of underwriter's premium quotation**- **Mandatory**.
9. Whether the **Broker** has submitted a copy of valid **Professional Indemnity Insurance Cover** - **Mandatory**.
10. Whether the **Broker** has filled, stamped and submitted a **signed declaration statement that you will not engage in any corrupt or fraudulent practice** - **Mandatory**.
11. Whether the **Broker** has filled, stamped and submitted a **signed declaration statement that you are not debarred from participating in procurement proceedings** - **Mandatory**.

12. Whether you have **indicated the free cover limit for group life cover - Mandatory.**
13. Whether for **motor policy**, the insurance company, in addition to the usual flat cover, has **provided for inbuilt excess for two occurrences in the year** such that in the event of an accident, no excess is paid - **Mandatory**
14. Whether you have **serially numbered all the pages in your tender submission proposal from the first page to the last page - Mandatory**

AT THIS STAGE THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE.THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.

2. DETAILED TECHNICAL EVALUATION

	Criteria	Maximum Marks
1	Experience and qualification of Human Resource (Human Resource capacity)	35
	a) Academic and Professional qualification of the team Leader Academic qualification (Attach CVs and academic and professional qualification,) indicate minimum experience years.	
	i) Under graduate degree	3
	ii) Masters	2
	iii) Professional qualification	2
	iv) CV	1
	v) Experience at least 5 years	3
	b) Academic and Professional qualifications of other members, at least four. (Attach CVs and academic and professional qualification,) indicate years of experience Undergraduate Each Member 2 Marks	8
	Masters each Member 1Mark	4
	Professional qualification each 1Mark	4
	CVs Each member 1Mark	4
	At least at 3 years’ experience for each member, each 1Mark	4
2	Company Experience Company’s brief profile, 5Marks	

	Organogram 2 Marks Years of experience 5 Marks Services provided (classes of business) 3 Marks	15
3	Firm's Experience with Public institutions Proof of similar undertaking in five public institutions in the last 4 years, Attach letters of award. Each letter 3 Marks	15
4	References Written references from the five institutions (in 3 above.) Referees may be contacted to authenticate information. Each recommendation letter 4Marks	20
5	Audited Accounts Audited accounts for last 2 years for both the broker and the underwriter	5
6	Conformance with tender requirements a) Filling confidential questionnaire. 5Marks b) Certification of all areas as required 5 Marks.	10
8	TOTAL MARKS	100

Only companies that shall meet all the mandatory requirements and further achieve the set pass mark of 80% and above in the detailed technical evaluation shall qualify for consideration of their financial proposals.

Where there is a tie, HELB shall conduct competitive negotiations whereby the tying firms will be engaged to submit their final financial quote.

Financial evaluation:

The financial bids shall be evaluated to determine if:

1. The form of tender has been filled/completed by the tenderer, duly signed by authorized representatives of the tenderer and rubber stamped - Mandatory.
2. The price schedule form has been filled/completed by the tenderer, signed, rubber stamped and submitted with the tender.

Note: As per section 82 of the Public Procurement Asset and Disposal Act 2015, 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.

AWARD OF THE TENDER

The contract will be awarded to the successful tenderers whose tenders has been determined to be substantially responsive in terms of **meeting all requirements**

and has been determined to be the lowest evaluated tender in each risk category, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Technical Proposal Submission form** – This form must be filled, stamped and signed by the authorized tenderer representative and submitted with tender.
8. **Tender Securing Declaration form** - This form must be filled, stamped and signed by AGPO registered firms. The form must be submitted with a valid AGPO registration certificate.
9. **Declaration not to engage in corruption** - This form must be filled, stamped, signed and submitted by all firms

9. **Declaration on non-debarment in procurement proceedings** - This form must be filled, stamped, signed and submitted by all firms

Form Of Tender

To:	Date
Name and address of procuring entity	_____
	Tender No.
	Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2013

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.) per year
1.	Moto vehicles – staff and institutional	
2.	Computer and related items all risk	
3.	Fire and other perils	
4.	Theft and burglary	
5.	Fidelity guarantee	
6.	GPA – WIBA (staff & board members)	
7.	Group life (staff)	
8.	Credit protection – motor vehicles	
9.	Credit protection (postgraduate, continuing education and other managed funds loans)	

Signature of authorized official:.....

Date:

Company rubber stamp:

Note: Please give your total premium **per year**

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between
[name of Procurement entity] of _____ [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of _____ [city and country of tenderer] (hereinafter
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for 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 the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Which ever applies to your type of business

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

Part _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No.Fax Email
Nature of business
Registration Certificate No.

Maximum value of business which you can handle at any one time Kshs.
Name of your bankers Branch

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____
_____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

TENDER PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ *[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, submit our tender for _____
_____ *[Title of services]* in accordance with your tender
and our tender submission. We are hereby submitting our tender, which is a combined
Technical and Financial Proposal submission.

We understand you are not bound to accept any tender that you receive.

We remain,

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:

_____ *[Address:]*

Tender-Securing Declaration Form

(r.22)

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

Date: [insert date (as day, month and year) of Bid Submission] **Tender No.** [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2 We accept that we will automatically be suspended from being eligible for bidding 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 Bid during the period of bid validity specified by us in the Bidding 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 ITT.

3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4 We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [insert date of signing]

Note: AGPO registered firms **MUST** fill, sign and submit this form and the AGPO registration certificate.

FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/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 deponed to hereinabove is true to the best of my knowledge information and belief.

.....
 (Title) (Signature) (Date)
 Bidder’s Official Stamp

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

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 P. O. 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 deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

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

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary