



EGERTON UNIVERSITY

(EU)

TENDER NO. EU/ONT/12/2019-2020

TENDER DOCUMENT

FOR

**PROVISION OF MOTOR INSURANCE
SERVICES**

FOR THE PERIOD 1ST Jan, 2020 TO 31ST Dec, 2021

**The Vice Chancellor
Egerton University
P.O. Box 536-20115 Egerton, Kenya.
Telephone: Nakuru (051) 2217989, 2217994
Email: procurement@egerton.ac.ke**

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SECTION I - INVITATION TO TENDER

Wednesday, 13th November, 2019

INVITATION TO TENDER

**PROVISION OF MOTOR INSURANCE SERVICES FOR THE PERIOD 1ST Jan, 2020
TO 31ST Dec, 2021**

TENDER NO. TENDER NO. EU/ONT/12/2019-2020

Egerton University (EU) invites bids from eligible Insurance firms for the provision of a General Insurance Cover from **1ST Jan, 2020 TO 31ST Dec, 2021.**

Interested eligible firms may obtain further information from and inspect the Tender documents from the Procurement department Tender section office at Njoro campus along Njoro Mau Narok road **during working hours.**

A complete set of Tender Documents may be obtained by interested firms upon payment of a non - refundable fee of **Kshs. 1,000.00** in cash or bankers cheque. The bidding documents may also be downloaded from Egerton University (EU) website: [www.Egerton University.ac.ke](http://www.EgertonUniversity.ac.ke) for free.

Completed tender documents with original and two copies in separate envelopes duly marked as **“ORIGINAL”** and **“COPY”** in plain sealed envelopes clearly marked:

**“PROVISION OF MOTOR INSURANCE SERVICES FOR THE PERIOD 1ST Jan, 2020
TO 31ST Dec, 2021”**

“REF NO:” EGERTON UNIVERSITY EU/ONT/12/2019-2020

**“DO NOT OPEN BEFORE Tuesday 3rd December, 2019 AT 11.00
AM”**

and addressed to:

**The Vice Chancellor
Egerton University
P.O. Box 536-20115 Egerton,
Kenya.
Telephone: Nakuru (051) 2217989, 2217994
Email: procurement@egerton.ac.ke**

should either be deposited in the Tender Box located at the Procurement department office Ground floor Njoro Campus along Njoro-Mau –Narok Road or posted to reach her on or before

Tuesday 5th November, 2019 AT 11.00 AM.

Tenders will be opened immediately thereafter in the presence of Representatives who choose to attend. **Any tenders received after 11.00 AM will be rejected.**

VICE CHANCELLOR
EGERTON UNIVERSITY

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender under section 66 of the Public Procurement and Asset Disposal Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form

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

2.4 Clarification of Tender Documents

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

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

2.4.3 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, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.11 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 the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 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 2.12.4 shall be rejected by the Procuring entity 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 2.28, and furnishing the performance security, pursuant to paragraph 2.29
- 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 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
 - (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender.
 - (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE Tuesday 3rd December,2019 AT 11.00 AM**".
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

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

2.16 Deadline for Submission of Tenders

(c) 2.1.6.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Tuesday 3rd December, 2019 AT 11.00 AM** .

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

2.1.6.4 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

2.18. Opening of Tenders

(d) The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 3rd December, 2019 AT 11.00 AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.1 The tenderers' names, tender modifications or withdrawals, tender prices,

discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

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

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

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

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

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

2.21 Conversion to single currency

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

2.22 Evaluation and Comparison of Tenders

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

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23 Contacting the Procuring entity

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

2.24 Post-qualification

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

2.25 Award Criteria

- 2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 To qualify for contract awards, the tenderer shall have the following:-
- 2.2 Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - 2.3 Legal capacity to enter into a contract for procurement
 - 2.4 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.
 - 2.5 Shall not be debarred from participating in public procurement.

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

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

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

2.29 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 Procuring entity.

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 Procuring entity may make the award to the next best evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to instructions to Tenderers

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

INSTRUCTION TO TENDER REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1	Indicate eligible tenderers: Insurance firms/Brokers Licensed to transact General Insurance Business
2.1.3	Qualification Information statement: This shall not be required
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for hard copies. Bidders may also download the tender documents from the Egerton University (EU) website: www.egertonuniversity.ac.ke OR from suppliers portal www.tenders.go.ke for free.
2.1.1	As per the evaluation criteria
2.12.1	Tender security: Required An original bid bond of Kshs. 250,000.00 from commercial bank in Kenya and must be valid for 120days from the date of tender opening.
2.12.4	Form of Tender Security. Bank guarantee, cash or bankers cheque.
2.13	Validity of Tenders: Tenders shall remain valid for 90 days after date of Tender Opening
2.15.1	The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “PROVISION OF PROVISION OF MOTOR INSURANCE SERVICES FOR THE PERIOD 1ST Jan, 2020 TO 31ST Dec, 2021” “REF NO: EGERTON UNIVERSITY EU/ONT/12/2019-2020” “DO NOT OPEN BEFORE Tuesday 3rd December, 2019 AT 11.00 AM. EAT.” Name and address of the Firm, and with a warning “DO NOT OPEN UNTIL Tuesday 3rd December, 2019 AT 11.00 AM.
2.15.2 (b)	Day, date and time of tender closing: Tuesday 3rd December, 2019 AT 11.00 AM.
2.16.1	Deadline for submission of Tenders: Tuesday 3rd December, 2019 AT 11.00 AM.

2.16.3	Bulky tenders that will not fit in the tender box shall be delivered to: The Procurement Department Office/Tender section, Njoro Campus and will be signed for if required.
2.18.1	Opening of Tenders:) Tuesday 3rd December, 2019 AT 11.00 AM.
2.25	Award of Contract: “PROVISION OF MOTOR INSURANCE SERVICES FOR THE PERIOD 1st Jan, 2020 TO 31st Dec, 2021” “REF NO: EGERTON UNIVERSITY EU/ONT/12/2019-2020” Shall be awarded as a lot/per category.
2.29	Particulars of performance security if applicable. Applicable: 10% of the contract price.

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” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not 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 Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor. The Procuring entity shall expect the insurance policy documents immediately after the payment.

3.9. Prices

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Applicable: 10% of the total contract sum.
3.7 Delivery of Services	For a Contract period of Two (2 years) .
3.8 Payment	Annual premium will be paid either once or twice (on equal installments at the beginning and at policy mid-term) depending on available budget.
3.9 Price adjustment	No Price adjustments allowed. However, the policy should be able to provide for additional University members, Staff, assets, etc. and or reduction of the same at a similar price
3.16 Applicable law	Laws of the Republic of Kenya

SECTION V: SCHEDULE OF REQUIREMENTS

1.2 SCHEDULE OF REQUIREMENTS

GENERAL

1. These specifications describe the basic requirements for services. Tenderers are requested to submit with their offers the detailed proposals for the insurance services they intend to provide.
2. Tenderers must indicate whether the insurance services offered comply with specified requirements.
3. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data. The Egerton University (EU) reserves the right to reject the insurance services proposed, if such deviations shall be found to the use of such services.

TERMS OF REFERENCE (TOR) TO PROCURE MOTOR INSURANCE FOR THE PERIOD 1ST Jan, 2020 TO 31ST Dec, 2021” “REF NO: EGERTON UNIVERSITY EU/ONT/12/2019-2020”

1.0 INTRODUCTION

Egerton University (EU) entered into a contract with CIC Insurance Group Limited for provision of Motor Insurance Services for a period of two (2) years with effect from 1st January, 2018 up to 31st December, 2019. It was a two year contract. This contract is due to lapse on 31st December 2019.

It is against this backdrop that Egerton University (EU) invites General Insurance Firms to quote for provision of Motor insurance cover for a period of two (2) year from 1st January, 2020 to 31st December, 2021.

The classes of insurance to be procured and provided include:

- I. Motor Insurance (Third Party)**
- II. Motor Insurance (Comprehensive Private)**
- III. Motor Insurance (Motor Commercial Comprehensive)**
- IV. Motor Insurance (Motor Cycle Third Party)**
- V. Motor Insurance (Tractors Third Party)**

2.0 SCHEDULE OF REQUIREMENTS

DESCRIPTION OF INSURANCE POLICY FOR TENDER - 2019/2020

1. MOTOR INSURANCE

	Schedule Of Requirements – Motor Insurance	
1.	MOTOR PRIVATE (COMPREHENSIVE)	
(i)	Scope of Cover – 15 Vehicles (SCHEDULE ATTACHED AS APPENDIX A PART B)	SUM INSURED
	Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the University. <ul style="list-style-type: none"> ○ Number of motor private vehicles ○ Total Sum Insured 	31 Ksh.56,500,000.00
(ii)	Summary of benefits	
	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> • Third Party Persons • Third Party Property • Passenger Liability • Towing Charges • Repair Authority • Radio Cassette • Windscreen <p>Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle</p> <p>Death or bodily injury to any person Series of claims arising out of one event</p> <p>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event</p> <p>Liability to third party-property damage</p> <p>In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)</p> <p>Tender evaluation shall take into account special clauses proposed by tenderers. Clauses: Include loss of use, excess protector & PVT, Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, riots, strike and civil commotion, no blame no excess etc.</p>	<p>Unlimited</p> <p>10,000,000</p> <p>Ksh.5 million</p> <p>50,000/-</p> <p>50,000/-</p> <p>50,000/-</p> <p>50,000/-</p> <p>3,000,000.00</p> <p>20,000,000.00</p> <p>3,000,000.00</p> <p>Unlimited</p> <p>5,000,000.00</p> <p>50,000.00</p>
2.	MOTOR COMMERCIAL (COMPREHENSIVE)-University FLEET (SCHEDULE ATTACHED AS APPENDIX A PART C)	
(i)	Scope of cover – 15 Vehicles	

	<p>Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the University.</p> <ul style="list-style-type: none"> ○ Number of motor commercial vehicle ○ Total Sum Insured 	<p>15 Ksh.40,600,000.00</p>
(ii)	Summary of benefits	
	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> • Third Party Persons • Third Party Property • Passenger Liability • Towing Charges • Repair Authority • Radio Cassette • Windscreen <p>Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event</p>	<p>Unlimited 10,000,000 Ksh.5 million 50,000/- 50,000/- 50,000/- 50,000/-</p> <p>3,000,000.00 20,000,000.00</p>
	<p>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event</p> <p>Liability to third party-property damage</p> <p>In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)</p> <p>Tender evaluation shall take into account special clauses proposed by tenderers. Clauses: Include loss of use, excess protector & PVT, Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, riots, strike and civil commotion, no blame no excess etc.</p>	<p>3,000,000.00 Unlimited</p> <p>5,000,000.00 50,000.00</p>
3.	MOTOR VEHICLE (THIRD PARTY) – UNIVERSITY FLEET	
	Scope of cover – 4 Vehicles (SCHEDULE ATTACHED AS APPENDIX A PART III)	
	<p>Scope of cover: Indemnity against theft, damage by fire and legal liability to third parties arising from the use of vehicles.</p> <p style="text-align: center;">Number of vehicles Total Sum Insured</p> <ul style="list-style-type: none"> ○ <u>Proposed Limits of Liability:</u> ○ Third Party Persons ○ Third Party Property 	<p>4</p>
	Summary of benefits	

	<u>Proposed Limits of Liability:</u>	
	Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event Liability to third party-property damage In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)	3,000,000.00 20,000,000.00 3,000,000.00 Unlimited 5,000,000.00 Nil
4.	MOTOR CYCLE (THIRD PARTY) – UNIVERSITY FLEET	
(i)	Scope of cover – 8 Motor cycle (SCHEDULE ATTACHED AS APPENDIX A PART D)	
	Scope of cover: Indemnity against theft, damage by fire and legal liability to third parties arising from the use of vehicles. Number of Motorcycle Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event Claims arising in any one year. Liability to third party-property damage In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)	8 Ksh. 3,000,000.00 3,000,000.00 5,000,000.00 1,000,000.00 30,000.00
(ii)	Summary of benefits	
	<u>Proposed Limits of Liability:</u>	
	o Third Party Persons o Third Party Property o Passenger Liability	

5.	TRACTORS (THIRD PARTY) – UNIVERSITY FLEET	
	Scope of cover – 3 Tractors (SCHEDULE ATTACHED AS APPENDIX A PART E)	
	<p>Scope of cover: Indemnity against theft, damage by fire and legal liability to third parties arising from the use of vehicles.</p> <p style="text-align: right;">Number of Tractors</p> <p style="text-align: right;">Total Sum Insured</p> <p>Limits of Third party liability Death or bodily injury to any person Series of claims arising out of one event Claims arising in any one year.</p> <p>Liability to third party-property damage In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)</p>	<p>3</p> <p>Ksh.</p> <p>3,000,000.00</p> <p>5,000,000.00</p> <p>5,000,000.00</p> <p>2,000,000.00</p> <p>30,000.00</p>

N/B interested bidders MUST quote within the IRA rates any bidder quoting below the IRA rate shall be disqualified from financial evaluation.

4. MOTOR INSURANCE FOR TEGEMEO INSTITUTE

	Schedule Of Requirements – Motor Insurance	
5.	MOTOR PRIVATE (COMPREHENSIVE)	
(i)	Scope of Cover – 5 Vehicles (SCHEDULE ATTACHED AS APPENDIX A PART F)	SUM INSURED
	<p>Indemnity against theft, loss or damage to motor vehicles and legal liability to third parties arising out use of vehicles owned or operated by the University.</p> <ul style="list-style-type: none"> o Number of motor private vehicles o Total Sum Insured 	<p>5</p> <p>Ksh.22,000,000.00</p>
(ii)	Summary of benefits	

	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> • Third Party Persons • Third Party Property • Passenger Liability • Towing Charges • Repair Authority • Radio Cassette • Windscreen <p>Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle</p> <p>Death or bodily injury to any person 3,000,000.00 Series of claims arising out of one event 20,000,000.00</p> <p>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle</p> <p>Death or bodily injury to any person 3,000,000.00 Series of claims arising out of one event Unlimited</p> <p>Liability to third party-property damage</p> <p>In respect to any one claim or series of claims arising out of one event 5,000,000.00 In respect to any one Accident (Medical Expenses) 50,000.00</p> <p>Tender evaluation shall take into account special clauses proposed by tenderers. Clauses: Include loss of use, excess protector & PVT, Passenger legal liability for all vehicles as per declared sitting capacity, liability for passengers acts of negligence, All Special perils, riots, strike and civil commotion, no blame no excess etc.</p>	<p>Unlimited 10,000,000 Ksh.5 million 50,000/- 50,000/- 50,000/- 50,000/-</p>
6.	MOTOR VEHICLE (THIRD PARTY) – Tegemeo FLEET	
	Scope of cover – 1 Vehicle (SCHEDULE ATTACHED AS APPENDIX A PART G)	
	<p>Scope of cover: Indemnity against theft, damage by fire and legal liability to third parties arising from the use of vehicles.</p> <p style="text-align: center;">Number of vehicles Total Sum Insured</p> <p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> • Third Party Persons • Third Party Property 	1
	Summary of benefits	

	<p>Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event</p> <p>In respect of any other persons not being carried in or out or entering or getting onto or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event</p> <p>Liability to third party-property damage In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)</p>	<p>3,000,000.00 20,000,000.00</p> <p>3,000,000.00 Unlimited</p> <p>5,000,000.00 Nil</p>
7.	MOTOR CYCLE (THIRD PARTY) – Tegemeo FLEET	
(i)	Scope of cover – 1 Motor cycle (SCHEDULE ATTACHED AS APPENDIX A PART H)	
	<p>Scope of cover: Indemnity against theft, damage by fire and legal liability to third parties arising from the use of vehicles.</p> <p style="text-align: center;">Number of Motor cycle Total Sum Insured</p> <p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <ul style="list-style-type: none"> • Third Party Persons • Third Party Property 	<p>1 Ksh.</p>
(ii)	Summary of benefits	
	<p style="text-align: center;"><u>Proposed Limits of Liability:</u></p> <p>Limits of Third party liability In respect of persons being carried or upon entering or alighting from the vehicle Death or bodily injury to any person Series of claims arising out of one event Claims arising in any one year.</p> <p>Liability to third party-property damage In respect to any one claim or series of claims arising out of one event In respect to any one Accident (Medical Expenses)</p>	<p>3,000,000.00 3,000,000.00 5,000,000.00</p> <p>1,000,000.00 30,000.00</p>

N/B interested bidders MUST quote within the IRA rates any bidder quoting below the IRA rate shall be disqualified from financial evaluation.

PROPOSED INSURANCE COVER FOR THE YEAR 2020/2021**THIRD PARTY COVER**

S/NO	REG. NO	MAKE/ MODEL	YEAR OF MANUFACTUR E	ESTIMATED VALUE	CC	DEPARTMENT
1	KBB 524S	Nissan P/ UP	2008		2700	NGONGONGERI
2	KAR 448L	Nissan D/Cabin	2003		2400	TRANSPORT
3	KAP 291K	Nissan Terano	2014		2500	TRANSPORT
4	KBL 851G	Rengut 307	3010		1600	TRANSPORT

PROPOSED INSURANCE COVER FOR YEAR 2020/2021**COMPREHENSIVE PRIVATE**

S/NO	REG. NO	MAKE/ MODEL	YEAR OF MANUFACTURE	ESTIMATE D VALUE	CC	DEPARTMENT
1	KCE 838 D	Toyota Prado	2015	8M	3000	VC'S
2	KAW 578Z	Toyota Prado	2007	3M	3000	DVC AA
3	KBL 878G	Toyota Corolla	2010	1M	1800	DVC, APD
4	KBB 861A	Toyota Prado	2007	3M	3000	DVC, R&E
5	KBW 213E	Toyota Corolla	2010	1M	1800	R/HCA
6	KBW 212E	Toyota Corolla	2010	1M	1800	FO
7	KBN 211E	Toyota Corolla	2010	1M	1800	R/AA
8	KBN 015E	Nissan Tilda	2010	0.7M	1500	VC'S OFFICE
9	KBJ 244U	Toyota Corolla	2009	0.7M	1600	NTCC
10	KBU 142T	Ford Everest	2012	2M	2200	RESEARCH
11	KBW 081V	Ford Everest	2012	2.5M	2500	COELIB
12	KBW 047V	Ford Ranger	2012	2.5M	2500	COELIB
13	KBT 480N	Land Crusier	2012	3.5M	4200	MEDICAL
14	KCE 457D	Isuzu D/Cabin	2014	3M	2500	NTCC
15	KCD 803G	Toyota D/Cabin	2015	3.5M	2500	MAMASE
16	KCE 512D	Suzuki Maruti	2015	600,000	800	TRANSPORT
17	KBG 546C	Toyota Corolla	2008	1 M	1600	TRANSPORT
18	KBJ 300U	Isuzu D/Cabin	2009	1.2 M	2500	NTCC
19	KAV 543E	Toyota Corolla	2006	1 M	1800	DMRM
20	KBN 639E	Isuzu D/Cabin	2010	1.5M	2500	TRANSPORT
21	KAY 522V	Nissan Ambulance	2007	800,000	2700	MEDICAL
22	KBJ 193U	Toyota Land Cruiser	2015	2 M	4200	FERD
23	KBQ 486D	Isuzu D/Cabin	2011	1.2 M	2500	TRANSPORT
24	KBQ 487D	" "	2011	1.2 M	2500	TRANSPORT
25	KBQ 488D	" "	2011	1.2 M	2500	TRANSPORT
26	KBQ 489D	" "	2011	1.2 M	2500	TRANSPORT
27	KBQ 607D	" "	2011	1.2 M	2500	TRANSPORT
28	KBT 512N	" "	2012	1.5 M	2500	RESEARCH

29	KBR 662U	“ “	2012	1.5M	2500	COELIB
30	KBL 874G	“ “	2010	1 M	2500	SECURITY
31	KCA 070F	Isuzu D/Cabin	2014	2 M	2500	AGRA

MOTOR COMMERCIAL COMPREHENSIVE

S/NO	REG. NO	MAKE/ MODEL	YEAR OF MANUFACTURE	ESTIMATE D VALUE	CC	DEPARTMENT
1	KBW 137 V	Isuzu Bus	2013	8M	9839	TRANSPORT
2	KBW 136V	Isuzu Bus	2013	8M	9839	TRANSPORT
3	KBL 580G	Isuzu minibus	2010	3M	4300	LWE
4	KBB 291S	Nissan Micro bus	2008	1.2 M	2700	CODL
5	KBG 446C	Nissan P/ UP	2008	800,000	2700	ESTATES
6	KAY 489V	Isuzu mini bus	2007	1.5 M	4300	TRANSPORT
7	KBJ 091U	Isuzu bus	2009	3 M	9839	TRANSPORT
8	KBN 120E	Isuzu mini bus	2010	1.8 M	4300	TRANSPORT
9	KAN 858U	Isuzu bus	2003	3 M	9839	TRANSPORT
10	KAY 509V	Nissan micro bus	2007	1 M	2700	TRANSPORT
12	KAN 651U	Nissan UD Bus	2002	2.5 M	11670	TRANSPORT
13	KBQ 649D	Isuzu mini bus	2011	2 M	4300	NTCC
14	KBB 167S	Isuzu Bus	2007	3 M	9839	NTCC
15	KCA 028F	Ford Ranger	2014	1.8 M	2200	DAIRY

MOTOR CYCLE THIRD PARTY

S/NO	REG. NO	MAKE/ MODEL	YEAR OF MANUFACTURE	CC	DEPARTMENT
1	KAW 990Z	PIAGGIO	2007	395	TRANSPORT
2	KMCT 637F	KING BIRD	2014	125	WATER
3	KCD 071C	YAMAHA	2015	150	COELIB
4	KCD 072C	YAMAHA	2015	150	COELIB
5	KCD 615G	YAMAHA	2015	150	SECURITY
6	KCD 614G	YAMAHA	2015	150	SECURITY
7	KCD 613G	YAMAHA	2015	150	SECURITY
8	KBU 475T	YAMAHA	2015	150	MPEKETONI

TRACTORS THIRD PARTY

S/NO	REG. NO	MAKE/ MODEL	YEAR OF MANUFACTURE	CC	DEPARTMENT
1	KAV 399E	LANDINI	2006	2006	ESTATES
2	KBU 340T	MF 240	2012	2012	WATER
3	KCE 808D	MF455EXTR	2015	2015	TAP

TEGEMEO INSTITUTE MOTOR VEHICLES FOR INSURANCE YEAR 2020/2021

PRIVATE COMPREHENSIVE

S/NO	REG. NO	MODEL	YEAR	VALUE
1	KAS 609V	TOYOTA PRADO	2004	3 M
2	KBA 596N	TOYOTA PRADO	2007	4M
3	KBQ 441D	mitsubishi	2010	3M
4	KBZ 176D	PAJERO	2013	4M
5	KCD 157G	PRADO	2014	8M

THIRD PARTY

S/NO	REG. NO	MODEL	YEAR
1	KAC 796B	MITSUBISHI PAJERO	1992

MOTOR CYCLE.

S/NO	REG. NO	MODEL	YEAR
1	KBQ 886D	HONDA CGL 125	2010

PRICE SCHEDULE

PRICE SCHEDULE FOR THE TWO PERIODS OF 24 MONTHS1

Name of Tenderer _____ Tender Number _____

<u>No</u>	<u>Class Of Insurance</u>	<u>Rate</u>	<u>Net Premium (Kshs)</u>	<u>Levies (Ksh)</u>	<u>Gross Premium (Ksh) First Period – 01/01/20-31/12/20</u>	<u>Gross Premium Second Period 01/01/21-31/12/21</u>	<u>Total Premium For Two Periods 2020-2021</u>	<u>Underwriter</u>
1.	Motor Private (Comprehensive)							
2.	Motor Commercial (Comprehensive)-							
3.	Motor Vehicle (Third Party) – University Fleet							
4.	Motor Cycle (Third Party) – University Fleet							
5.	Tractors (Third Party) – University Fleet							
MOTOR INSURANCE FOR TEGEMEO INSTITUTE								
6.	Motor Private (Comprehensive) Tegemeo							
7.	Motor Vehicle (Third party) Tegemeo Fleet							
8.	Motor Cycle (Third Party) – Tegemeo Fleet							
GRAND TOTALS TAKEN TO FORM OF TENDER								

- The premium to be put in the form of tender as the contract price is the full premium for the two periods 01/01/2020 up to 31/12/2021.

- **Choose only one (1) underwriter for all the policies outlined above.
Failure to comply will render the tender non responsive.**

Name

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

SECTION VII - 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.

Form of Tender

To:
Name and address of procuring entity

Date

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 Medical 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 _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Forms

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

We undertake, if our tender is accepted, to place/ provide general insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal.....

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 various insurance covers 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 required various insurance covers 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 _____

Underwriters Authorization Form
(To be completed on letter head of Underwriter)

To: _____ Date _____
[Name and address of procuring entity]

Whereas *[Name of Underwriter]*) who are established and reputable underwriters of *(Insurance Services quoted for)* having offices at *[Location and address of Underwriters offices]* do hereby authorize *[Name and address of Bidder – Broker]* to submit a tender and successfully negotiate and sign the contract with you against Tender for Insurance services provided by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the Insurance policy (ies) offered for supply by the above firm against this Invitation for Tenders.

Yours faithfully,

[Authorized Signatories and official stamp of the Underwriter]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel 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.....

	<p>Part 2 (a) – Sole Proprietor Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p>																				

	Name	Nationality	Citizenship details	Shares
	1.			
	2.			
	3.			
	4.			
	Date.....Signature of Candidate.....			

DECLARATION FORM 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 **Kenya** 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/Proposal/Quotation title/description) for **EGERTON UNIVERSITY** 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 /Seal

**DECLARATION FORM 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.**
..... (Insert Tender
title/description) for **EGERTON UNIVERSITY** 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 **EGERTON UNIVERSITY** 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
EGERTON UNIVERSITY.

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/Seal.

SECTION IX: EVALUATION CRITERIA FORM

The tenderer is expected to dully fill general information and stage 4 of this form

General Information

Tenderers Name:
Postal Address:
Telephone (Office):Mobile.....
Email Address:.....
Physical Address:
Website Address.....
Contact Person & Mobile.....

Evaluation Stages

Stage 1: Mandatory Requirements (Preliminary evaluation)

Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2- Technical evaluation

1) A. Mandatory Requirements for Underwriters only – Only firms meeting ALL the mandatory requirements shall proceed for further evaluation.

- i. Certificate of Registration /Incorporation with Registrar of companies
- ii. Attach a Current and valid registration certificate for the year 2019 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- iii. Form of Tender- Dully filled signed and stamped
- iv. KRA PIN Certificate
- v. Valid KRA tax compliance certificate
- vi. Valid NHIF & NSSF Compliance certificates
- vii. Tender Security of Ksh.250, 000/- (Two hundred and fifty only) valid for 120 days from a reputable commercial bank in Kenya. Tender security from Insurance companies will not be accepted.
- viii. Attach a valid (current) copy of trading license for the Year 2019) from respective county government.
- ix. Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- x. Dully filled and signed and stamped non debarment form in the bid document.
- xi. Must have annual gross premiums turnover of at least Ksh.1 Billion each in the last two years (2017 & 2018) with 30 % of this being from non- motor policies.
- xii. Must have paid up capital of at least Kshs. 300 million.
- xiii. Dully filled ,signed and stamped Confidential Business questionnaire
- xiv. Must sequentially serialize all pages of the submitted bid document failure shall lead to automatic disqualification. (From the 1st page to the last page including the tender document and the supplier’s attachments).

1) B. Mandatory Requirements for BROKERS only – Only firms meeting ALL the mandatory requirements shall proceed for further evaluation.

PART ONE

- i. Certificate of Registration /Incorporation with Registrar of companies
- ii. Certificate of Registration with Insurance Regulatory Authority for the year 2019
- iii. Current registration certificate for the year 2019 with Association of Insurance Brokers of Kenya (AIBK) and a copy of the current license be submitted.
- iv. Must attach a copy of Professional indemnity Insurance cover of Ksh.50 million.
- v. Attach dully signed authorization letter from the proposed underwriter for all the policies being tendered.(submission of two or more authorization letter shall be disqualified from further evaluation)
- vi. Form of Tender- Dully filled signed and stamped
- vii. Must attach KRA PIN Certificate
- viii. Must attach valid KRA tax compliance certificate
- ix. Must attach Valid NHIF & NSSF Compliance certificates
- x. Must attach Tender Security of Ksh.250, 000/- (TWO hundred and fifty thousand only) valid for 120 days from a reputable commercial bank in Kenya. Tender security from Insurance companies will not be accepted.
- xi. Attach a valid (current) copy of trading license for the Year 2019) from respective county government.
- xii. Dully filled and signed and stamped anticorruption Declaration form in the bid document.
- xiii. Dully filled and signed and stamped non debarment form in the bid document.
- xiv. Dully filled, signed and stamped Confidential Business questionnaire
- xv. Must sequentially serialize all pages of the submitted bid document failure shall lead to automatic disqualification. (From the 1st page to the last page including the tender document and the supplier's attachments).

PART TWO (PROPOSED/RECOMMENDED UNDERWRITER EVALUATION)

All interested brokers must submit the following documents and furnish together with their bid copies the following document and shall form part of the mandatory documents from the PROPOSED/RECOMMENDED UNDERWRITER.

N/B Choose only one (1) underwriter for all the policies being tendered for herein.

- a) Certificate of Registration /Incorporation with Registrar of companies
- b) Valid tax compliance certificate
- c) Valid NHIF & NSSF Compliance certificates
- d) Attach a Current and valid registration certificate for the year 2019 with **Insurance Regulatory Authority (IRA)** for the current year and a copy of the current license be submitted.
- e) Attach audited financial statement for the two years namely 2018 and 2017)
- f) Must have annual gross premiums turnover of at least Ksh.1 Billion each in the last two years (2017 & 2018) with 30 % of this being from non- motor policies.
- g) Must have paid up capital of at least Kshs. 300 million.

1. Technical Evaluation – Only Successful firms who obtain a pass mark of 70 out of 100 on technical evaluation shall proceed for financial evaluation.

No	Description of Criteria	Weighting Scores	Max Scores
1.	<p>PREVIOUS EXPERIENCE Bidders MUST Provide Copies of contracts or LPO or Award letters from past and current clients for last five years with a contract sum of at least 5 million specifically for Motor Insurance of the requested covers within the last five years (i.e. 2014 to date).</p>	<p>0 clients.....0 marks 1-2 clients.....5 Marks 3-4 clients.....15 marks 5 and above clients.....20marks</p>	20.marks
2.	<p>Must give evidence of claim payments (cheques, RTGS transfers etc.) to five clients worth at least Ksh.1 million each for Motor Insurance Policy claims within the past five years (2015 to 2019).</p>	<p>0 evidence.....0 marks 1-2 clients...5 Marks 3-4 clients...7 marks 5 and above evidence..10marks</p>	10 marks
3.	<p>FINANCIAL HEALTH OF THE FIRM (MUST attach audited financial statement for the two years namely 2018 and 2017) Unqualified audit opinion attracts full marks whereas qualified audit opinion attracts less marks.</p>	<p>i. average turn (for 2018 and 2017) over above 600,000,000.00 and above (20marks) ii. Average turn (for 2018 and 2017) 200,000,001 - 599,999,999.00 (10 marks) iii. Average turn (for 2018 and 2017) 1-200,000,000 5 marks).</p>	20marks
4.	<p>ANNUAL PREMIUM TURNOVER In the last two financial years. (2017/2018) (10 marks).</p>	<p>i. Annual Premium Turnover (for 2018 and 2017) over above 1 billion and above (20marks) ii. Annual Premium Turnover (for 2018 and 2017) 500,000,000 - 999,999,999.00 (10 marks) iii. Annual Premium Turnover (for 2018 and 2017) 1-499,999,999.00(5 marks).</p>	20marks

5.	KEY PERSONNEL Provide Detailed CV's of top and technical staff who have Professional qualifications in Insurance (ACII/ COP /Diploma in Insurance/ CII/FCII etc.) and valid membership with professional Insurance body (Insurance Institute of Kenya or its equivalent). Attach evidence of Professional certificates and valid/current membership to the relevant Insurance related professional body.	i. 5 personnel and above (20marks) ii. 3-4 personnel (10marks) iii. 1-2 personnel (5marks) iv. 0 personnel (0marks)	20marks
	TOTALS SCORE		90 Marks

NOTE: Only bidders who score 70% i.e 0.7 *90=63.00 Marks and above will be considered for financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

Total Marks (Technical):90 marks

3. Financial evaluation criteria.

Egerton University shall confirm whether the bidders quote were within the IRA rates any bidder quoting below the IRA rate shall be disqualified from financial comparison.

After confirmation of the IRA Rates responsive bids the bids shall be ranked from the lowest to the highest per insurance policy.

The financial evaluation will be based on the lowest responsive evaluated cost basis. Award shall be per line item.

**Quoted prices should include VAT and other statutory taxes and duty.
No alternative offer will be accepted by the University**

Stage 4: Declaration (For the Tenderer only)

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):

No:

Yes:

Official StampSign.....

FORM RB 1

**PART I
FORMS FOR REVIEWS
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 of
.....20.....in the matter of Tender No.....of20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....P. O. Box 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.

By this memorandum, the Applicant requests the Board for an
order/orders that: 1.

- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review
Board
on.....day of20.....

SIGNED Board Secretary

FORM RB 1

**PART I
FORMS FOR REVIEWS**

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

REQUEST NO.....OF.....20.....

BETWEEN

.....**APPLICANT**

AND

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

- TO: 1) (Procuring
Entity) 2)(Applicant)
3) (Interested Candidate)

HEARING NOTICE

Whereasthe Applicant herein has instituted a complaint against((Procuring Entity) on.....

(Date) particulars of which were set out in a Request For Review served upon you on

You are hereby required to appear on the...day of20.....at.....am/pm when the complaint against you will be heard by this Board sitting at

If you fail to appear the Applicant may proceed with the complaint and determination by order of the Board may be made in your absence.

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

Board Secretary

PART II

FEES FOR REVIEWS

1. Administrative fee KES 5,000

2. Upon filing a request for review, the fees payable shall be as follows-

<i>Amount of Tender</i>	<i>Fees</i>
1. <i>Tenders of Ascertainable Value</i>	
(a) Does not exceed KES 2,000,000	10% subject to a minimum of KES 20,000/-
(b) Exceeds KES 2,000,000/- but not over KES 50,000,000/-	The fees for tender sum of KES 2,000,000 plus an additional fee of 0.25% on the amount above KES 2,000,000
(c) Exceeds KES 50,000,000/-	The fees for tender sum of KES. 50,000,000 plus an additional fee of 0.025% on the amount above KES 50,000,000/- subject to a maximum fee of KES 250,000/-
(d) Pre-qualification, EOI and other “	KES 40, 000/-
2. Unquantified Tenders	KES 250,000/-
3. Upon request of an adjournment to a party by the Board.	Maximum amount payable fee shall be KES 20, 000/-
4. Filing a preliminary objection	KES 5, 000/-
5. The Secretary may demand additional fee if the fee paid at the time of filing is less than that ascertained to be chargeable.	

THE END.