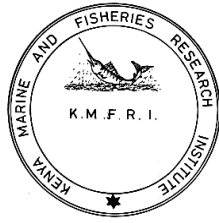


KENYA MARINE AND FISHERIES RESEARCH INSTITUTE



TENDER NOTICE

TENDER No. KMF/HQs/12/2019-2020: Provisions of Motor Vehicle Insurance Services (Comprehensive)

- (i) Kenya Marine and Fisheries Research Institute (KMFRI) is a research body established within the provision of Science and Technology Act (1979) Cap 250 charged with the responsibility to undertake research in Marine and freshwater fisheries, aquaculture, environmental and ecological studies and marine research including chemical and physical oceanography, in order to provide scientific data and information for sustainable exploitation, management and conservation of Kenya's fisheries resources and aquatic environment and contribute to National strategies towards food security, poverty alleviation, and creation of employment.
- (ii) The Director-KMFRI therefore wishes to invite sealed Tenders from eligible and qualified bidders for Provisions of Comprehensive Insurance Cover for KMFRI - Motor Vehicles - Renewable as shown below:

S/No	Tender No.	Description of Goods	Qty
1	KMF/HQs/12/2019-2020	Provisions of Motor Vehicle Insurance Services (Comprehensive)	27

- (iii) Interested firms may obtain Hard copies of the Request for Tender documents from the office of the Head of Procurement Function at KMFRI Headquarters located at English Point Mkomani in Mombasa during normal working office hours (Monday–Friday). Or the same will be sent your mails for your printing and quoting.
- (iv) Completed Tender documents in plain sealed envelopes marked with the respective ***“Tender Title and Reference Number”*** should be addressed to:-

The Director, Kenya Marine and Fisheries Research Institute
East African Time: 0900 to 1500 hours.
Silos Road, English Point - Mkomani
MOMBASA. Email: kmfriprocurement@kmfri.go.ke / supplies@kmfri.go.ke
Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1
Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1

OR be deposited into the Tender Box mounted at the entrance of the supplies office of Kenya Marine and Fisheries Research Institute situated at English point MOSC Wing, Mkomani, Mombasa on or before **Wednesday, 23rd October, 2019 at 12.00 noon.**

(v) Additional Qualifications requirements include:

- (a) Audited Statements of accounts for financial year 2016/2017/2018
- (b) Proof of similar contracts in scope and value
- (c) Certificate(s) of incorporation
- (d) Valid tax compliance certificate
- (e) To submit a written confirmation of after sales service(s).

(vi) All bids must be accompanied by bid security as follows:

<i>Contract No</i>	<i>Description of the Contract</i>	<i>Qty</i>	<i>Bid Security Amount in KES.</i>
KMF/HQs/12/2019-2020	Provisions of Motor Vehicle Insurance Services (Comprehensive)	27 No	2% of Tender Sum

Chief Officer, Supply Chain Management

For: DIRECTOR/KMFRI

8th October, 2019

Table of Contents

	Page
INTRODUCTION	3
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS Appendix to instructions to bidders	5
Section III GENERAL CONDITIONS OF CONTRACT.....	21
Section IV SPECIAL CONDITIONS OF CONTRACT	28
Section V SCHEDULE OF REQUIREMENTS	31
Section VI STANDARD FORMS	33
1. FORM OF TENDER	35
2. PRICE SCHEDULES.....	37
3. CONTRACT FORM.....	38
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	39
5. TENDER SECURITY FORM	40
6. PERFORMANCE SECURITY FORM.....	41
7. INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

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 Disposal Act 2005.
- 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 Bidders should not have blank spaces or give options.
 - (b) The instructions to Bidders 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 Bidders 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 Bidders 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 Bidders 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 I - INVITATION FOR TENDERS

Date 8th October, 2019

TENDER REF. NO. KMF/HQs/12/2019-2020 TENDER NAME Provisions of Motor Vehicle Insurance Services (Comprehensive)

- (1) The Kenya Marine and Fisheries Research Institute invites sealed Tenders from eligible candidates for **Provisions of Motor Vehicle Insurance Services (Comprehensive)**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Tender documents from the office of the Head of Procurement Function at KMFRI Headquarters located at English Point Mkomani in Mombasa during normal working office hours (Monday–Friday).
- 1.3 A complete set of Tender document may be obtained by interested candidates from KMFRI-Headquarters or sent to your emails for down loading.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the Tender.
- 1.5 Completed Tender documents are to be enclosed in plain sealed envelopes, marked with the Tender number and name and be deposited in the Tender Box at Kenya Marine and Fisheries Research Institute, P.O. Box 81651-80100, Silos Road, English Point – Mkomani – MOMBASA OR be deposited into the Tender Box mounted at the entrance of the supplies office of Kenya Marine and Fisheries Research Institute situated at English point MOSC Wing, Mkomani, Mombasa on or before **Wednesday, 23rd October, 2019 at 12.00 noon**

SIGNED FOR: Chief Officer, Supply Chain Management
For: DIRECTOR / KMFRI

SECTION II - INSTRUCTION TO BIDDERS

Table of Clauses

	Page
2.1 Eligible Bidders.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Bidders Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	16
2.26 Procuring Entity's Right to Vary Quantities	16
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

SECTION II - INSTRUCTIONS TO BIDDERS

2.1. Eligible Bidders

- 2.1.1 This Invitation for Tenders is open to all Bidders eligible as described in the Appendix to Instructions to Bidders. Successful Bidders 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

(2) Cost of Tender

- 2.2.1 The Tender 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 Tender 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 Bidder to review the Tender document free of charge before purchase.

(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 Bidders.
- (i) Instructions to Bidders
 - (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

(4) 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 Bidders risk and may result in the rejection of its Tender.

(5) 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%

(6) 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 Bidders 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 Bidders 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

(7) 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 2.1.2 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 Tender 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. Bidders Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its Tender, documents establishing the Bidders 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 Bidders.

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 2.12.7

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 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 2.29, 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.

(8) If the Tenderer reject correction of an arithmetic error in the Tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of Tender opening pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by 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 Bidder 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 Bidder or a person or persons duly authorized to bind the Tender 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 Bidder, in which case such corrections shall be initialed by the person or persons signing the Tender.

(9) Sealing and Marking of Tenders

- 2.15.1 The Bidder 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 Wednesday, 23rd October, 2019 at 12.00 noon”

- 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

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Wednesday, 23rd October, 2019 at 12.00 noon.

- 2.16.2 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.

- 2.16.3 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

- (10) The Bidder 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 Bidder'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 Bidder's forfeiture of its Tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all Tenders thereafter
- 2.18.2 The Bidder's 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.
- 2.18.3 The Procuring entity will prepare minutes of the Tender opening, which will be submitted to Bidders that signed the Tender opening register and will have made the request.

(11) 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 Bidder 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 Bidder 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 Bidders' Tender.

(12) Preliminary Examination and Responsiveness

(13) 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 Bidder.

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 Bidder 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.

(14) operational plan proposed in the Tender;

(15) 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.

(16) 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. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(17) Deviation in payment schedule

- (i) Bidders 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. Bidders 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 Bidder.

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 Bidder 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 Bidder to influence the Procuring entity in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Bidders' Tender.

(18) **Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the Bidder 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 Bidder financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, 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 Bidder. A negative determination will result in rejection of the Bidder's Tender, in which event the Procuring entity will proceed to the next lowest evaluated Tender to make a similar determination of that Bidder'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 Bidder whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the Bidder 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. Procuring entity's Right to accept or Reject any or all Tenders

(19) 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the Tenders is responsive, the Procuring entity shall notify each Bidder who submitted a Tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.26.3 A Bidder 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.

(20) Notification of Award

- 2.27.1 Prior to the expiration of the period of Tender validity, the Procuring entity will notify the successful Bidder 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 Bidder and the procuring entity pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their Tenders were not successful.
- 2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Tender security, pursuant to paragraph 2.12

(21) Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful Bidder that its Tender has been accepted, the Procuring entity will simultaneously inform the other Bidders that their Tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.

(22) 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.

(23) Performance Security

- 2.29.1 The successful Bidder 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 Bidder 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 lowest evaluated Tender or call for new Tenders.

(24) Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder 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 Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a Bidder 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 Bidders (ITT)

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

ITT Ref	Particulars of appendix to instructions to Bidders
2.1	Particulars of eligible Tenders: Registered Under-writers.
2.2.2	Hard copy Tender documents will be issued at a cost no cost. Alternatively, The document can also be viewed and downloaded from your emails
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents required are Copies of: <ul style="list-style-type: none"> a) Certificate of Registration b) Certificate of valid Tax Compliance, in addition to meeting the undermentioned mandatory criteria.
2.12	The amount of Tender security required is 2% of Tender price , shall remain valid for a period of 150 days from the date of Tender opening
2.12.4	A Tender security in the form of a Guarantee from a reputable Bank or an Insurance Company approved by the PPRA. SELF ISSUED BID BONDS BY THE BIDDERS WILL NOT BE ACCEPTED
2.13	Tender Validity shall be a Period of 120 days from the date of opening.
2.14.1	The Bidder must submit a combined technical and financial proposals
2.14.2	All pages of the Tender documents shall be signed and stumped by the person(s) signing the form of Tender.
2.16.3	Bulky Tender documents that cannot enter the slot of the Tender box shall be submitted directly to the Office of the KMFRI – Chief Supply Chain Management Officer’s office.
2.18.1	Time, date and place of Tender opening: Wednesday, 23rd October, 2019 at 12.00 noon at Kenya Marine & Fisheries Research Institute’s Dolphin Conference Hall – HQS, Mombasa 1 st floor OR Thereafter

EVALUATION CRITERIA

2.20.1	The Mandatory Evaluation Criteria		
	S/No	Documents /Evidence/Requirement to be Submitted	Yes/No
	1	Copy of Certificate of Registration /Incorporation. The firm should have been in existence for at least the last five (5) Years.	
	2	Copy of Valid Tax Compliance Certificate	
	3	Copy of valid certificate of registration with Insurance Regulatory Authority (IRA).	
	4	Duly filled, signed and stamped Confidential Business Questionnaire	
	5	Should provide a self-written, signed and stamped declaration that the bidder or his/her sub-contractors are not debarred from participating in Public Procurement in the format provided	
	6	Duly filled, signed and stamped non –debarment statement in the format provided.	
	7	Must fill the Form of Tender in the format provided	
	8	Must fill the Price Schedule in the format provided	
	9	Must submit a joint venture/consortium agreement where applicable	
	10	Must have a bank guarantee of Kshs.3 Million deposited with the Commissioner of Insurance and a copy attached	
	11	Must be a current members of the AKI	
	12	Must submit a copy of professional indemnity insurance cover of at least 100million.	
	13	The bidder must ensure that all pages of the bid documents are serialized, stumped and signed	
	14	Must have certificate of compliance from (National Social Security Fund (N.S.S.F) or submit evidence of remittance for the last three(3) months	
	15	Must submit Bid security of 2% from a reputable bank or an insurance company approved by the PPRA, of the contract sum, that must remain valid for 150 days from the date of Tender opening.	
	16	Must have Certificate of compliance from National Hospital Insurance Fund (NHIF)	
	17	Must Submit Valid single Business Permit	
	18	Must indicate names and Citizenship of Directors / CR 12	
	19	Must fill the form of tender, sign and stumped in the format provided	

Any bidder who is not responsive to any of the Mandatory Requirements above will be eliminated from the entire evaluation process. Bidders who are Responsive to all the Requirements Shall proceed to Technical Evaluation.

2.22	TECHNICAL EVALUATION CRITERIA	
S/No	Documents /Evidence/Requirement to be Submitted	Maximum Marks
1	Firm's profile & Experience: - a) Organization structure and an outline of experience on provision of insurance services. – 3 mks b) Number of years the firm has been in similar business; Provide Documentary evidence of similar assignment undertaken in the last five (5) years. 2@5 mks – 10 mks c) Letter of reference from at least 5 reputable clients (generic letters not acceptable). 1@5 mk = (5mks max)	18 mks
2	Firm's financial capability a) Submit Firms Audited Accounts for 2016,2017 and 2018 – 3@5 = 15 mks b) Adequate working capital (Current Ratio of 1.5-2.0) – 3 mks c) Profitability Ratio of between 1.5-2.0 – 3 mks d) Paid up capital of at least Kshs.300million 5 mks e) Annual gross premiums in previous year of at least kshs.200million 4 mks NB. Only Accounts audited by qualified accounting/auditing firms or professional accountants registered by ICPAK will be considered.	21 mks
3	Physical Address and Facilities Physical Address and capacity to deliver service State if current office is owned or leased and attach copy of title or lease documents and latest utility bill.	5 mks
4	Qualification and experience of Key Personnel a) Should Provide CVs of at least 3professional/ technical staff with at least 3 years' experience in similar assignment. Each year of experience @ 1 mk. Total for 3 staff: 9 mks b) Provide a CVs for this shall include: - (i) one team leader and two managerial staff with at least 3 years post qualification experience: Degree or Diploma in insurance: 9 mks (ii) Each year of experience @ 1 = 9 mks	27 mks
5	<p style="text-align: center;">(25) ©Proposed cover:</p> A demonstration of the candidates' capability to arrange the Motor Vehicle Insurance covers. KMFRI will attach highest value in importance to Policy enhancements that add value to the standard market cover and should include a) The full Terms and conditions of providing the insurance service; exclusion clauses, if any; excess clauses if any; and evacuation plans and arrangements. The Bidders shall sign an undertaking that the proposed covers will at a minimum	10 mks

	<p>cover all the details provided in Section VI – Description of services. The Insurance firm must provide detailed Risk notes/Cover summaries for each policy in the technical. (5)Mks. BASED ON DETAILS NOTES PROVIDED</p> <p>b) State highest value of claims recently paid for Risks of relevant class of policies for at least (3) three clients. Attach proof @ 1mk per proof from clients.</p> <p>c) Any additional information requested in the specifications. (2Mks)</p>	
6	<p>Methodology & Work Plan The Under-writer must illustrate the methodology and work plan (with appropriate timing) that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the scope of service under schedule of Requirements (Section V of this Tender Document)</p>	10 mks
7	<p>Risk management capacity: The Under-writer shall indicate their risk management capacity and shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the Recommendations with regard to time and cost. State value of Risks covered by Insurers in addition to the methodology</p>	5 mks
8	<p>Proposed contract terms and conditions: All the contract terms and conditions and any other underwriting requirements MUST be clearly disclosed in the technical proposal</p>	4 mks
	MAX. SCORE	100
	TOTAL SCORE	100
	Only bidders who score 75 marks and above will be subjected to Financial evaluation.	

Financial Evaluation:

In order to be financially evaluated, Bidders should submit financial proposals comprising the following information: -

1. The bidder shall provide in its financial proposal the particulars required, the percentage rate of the services it proposes to provide under the contract. In preparing the Financial Proposal, you are expected to take into account the requirements and conditions outlined in the Tender document.
2. The Financial Proposal should include all, the local Taxes, duties, fees, levies and other charges imposed under the law. Prices quoted by the Bidder shall be fixed during the Tender's performance of the contract and not subject to variation. Award Criteria the Tender with the lowest evaluated price.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

(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 Bidder 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 Bidder'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

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 Bidder 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 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 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 un-delivered, 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.

(2) 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) 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.

(4) 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

(5) Conditions to be met by the Insurance Company

- Refer Mandatory Evaluation Criteria

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

Reference of General Condition of Contract	Special condition of contract
2.25 Award criteria	The Tender with the lowest evaluated price
3.1	Provision of Motor vehicle insurance shall be for a period of One (1) year.
(6) Performance security	A performance security of 10% of the contract in the form a bank guarantee will be required from the responsive Bidder within thirty (30) days of receipt the notification of contract.
3.8 Payments	Payments will be made within 30 days from the date of provision of service
3.9 Price adjustment	Prices charged by the vendor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Bidder in its Tender. All prices quoted by the Bidders must be inclusive of all taxes, discounts and delivery costs to KMFRI-HQS Mombasa.
(7) Applicable law	The governing law shall be the law of: <i>The Government of The Republic of Kenya</i>
3.18 Notices	Indicate both parties. Client: The Director, Kenya Marine and Fisheries Research Institute East African Time: 0900 to 1500 hours. Silos Road, English Point – Mkomani MOMBASA. Email: kmfriprocurement@kmfri.go.ke / supplies@kmfri.go.ke Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1. Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1/0721743373

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 General

The Kenya Marine & Fisheries Research Institute (KMFRI) seeks to engage Under-writers to provide insurance services as per the details provided in section

VI- Description of services: -

The initial contract will be for an initial of one year.

During this period, the insurer will be required to maintain all required licenses

The current fleet of vehicles is as listed herein below: -

S/NO	REG. NO.	MAKE & MODEL	YEAR OF MANUFACTURE	VALUE KSHS. IN (MILLIONS)	STATION
1.	KCP 524K	Toyota Prado	2018	7,900,000.00	MOMBASA
2.	KCP 217K	Toyota Hilux	2018	5,230,000.00	
3.	KCP 218K	Toyota Hilux	2018	5,290,000.00	
4.	KCP 225K	Toyota Hilux	2018	5,260,000.00	
5.	KBR 261U	Toyota Prado	2011	3,140,000.00	
6.	KBJ 692U	Nissan Navara	2009	1,260,000.00	
7.	KBG 439C	Nissan Patrol	2008	1,740,000.00	
8.	KBT 314N	Isuzu D/Max	2011	1,620,000.00	
9.	KBT 315N	Isuzu D/Max	2011	1,540,000.00	
10.	KBT 317N	Isuzu D/Max	2011	1,690,000.00	
11.	KBT 419N	Isuzu D/Max	2011	1,610,000.00	
12.	KBT 420N	Isuzu D/Max	2011	1,610,000.00	
13.	KBT 443N	Isuzu D/Max	2011	1,740,000.00	
14.	KBT 624N	Ford Everest	2012	3,020,000.00	
15.	KCP 219K	Toyota L/Cruiser	2018	7,077,059.00	KISUMU
16.	KCA 181F	Nissan Navara	2015	2,194,900.00	
17.	KBZ 146D	Nissan Navara	2015	1,860,900.00	
18.	KBN 626E	Nissan Navara	2010	1,095,400.00	
19.	GK A673C	Mitsubishi Pajero	1999	100,918.00	SANGORO
20.	KBZ 147D	Nissan Navara	2015	1,754,900.00	
21.	KCH 935Q	Toyota L/Cruiser	2016	8,840,000.00	TURKANA
22.	KBZ 144D	Nissan Navara	2015	2,185,000.00	KEGATI
23.	KCA 182F	Nissan Navara	2014	3,100,000.00	BARINGO
24.	KCA 183F	Nissan Navara	2014	2,622,953.00	NAIVASHA
25.	KBR 561U	Toyota Hilux	2012	2,070,000.00	SAGANA
26.	KCA 184F	Nissan Navara	2014	3,100,000.00	
27.	KBR 562U	Nissan Navara	2012	2,150,000.00	NAIROBI

(8) OTHERS DETAILS

The scope of services for the insurance will include and not limited to the following:

- a) Structuring and obtaining optimum policy covers from the Underwriters in accordance with the Tenders submitted.
- b) Analyze, Review, Scrutinize the policy documents and any endorsements therein. The cover provided by the underwriter should be as in the Tender document and should not be restricted, by way of warranties, endorsements or special conditions subject to award.
- c) Negotiate amicably with the qualified Underwriter on any other pertinent aspects of the policy that may arise during the term of policy.
- d) Ensure motor certificates are received in Kenya Marine & Fisheries Research offices, within 12 hours upon request.

(9) REQUIREMENTS FOR THE INSURANCE COMPANY WHERE THE RISK IS PROPOSED TO BE PLACED: -

The Under-writer will be required to provide the following details

- a) Name of the Underwriter
- b) Evidence of legal capacity to enter into insurance contracts, including: - -
Registration
- Appropriate licensing
- c) List of directors, auditors, bankers and principal shareholders as at end of last financial year.
- d) Names, qualification and relevant experience of the technical staff of the company.

10) UNDERTAKINGS BY THE UNDERWRITER

The underwriter will be required to provide the following undertaking: -

- a) Statement confirming that all information supplied is accurate and that any material misrepresentation could lead to policy cancellation.
- b) Statement confirming that processing of any claims during the duration of the policy shall not exceed the latest average claims processing period given above.
- c) Statement confirming that the Company's ability to settle shall not be compromised during policy duration and further that any erosion of such ability could lead to the cancellation of the policy.

SECTION VI (A) - DESCRIPTION OF SERVICES

11) MOTOR PRIVATE COMPREHENSIVE COVER

POLICY	Motor Private Comprehensive Insurance
No. of MV	27QTY - Number of Motor Vehicles
PERIOD	One Year
SCOPE OF COVER	Comprehensive Provides Indemnity to the insured for loss or damage to motor vehicles and its accessories and spare parts whilst thereon as well as third party liability Occasioned by use of the vehicle.
INTEREST AND INSURED	As per schedule annexed hereof
LIMITS OF LIABILITY	Third Party Persons - Unlimited Third Party Property - Kshs.10 million Passenger Liability Claims - Kshs.4 million per person, Towing Charges - Kshs. 50,000/= Repair Authority - Kshs. 50,000/= Medical Expenses - Kshs. 50,000/= Radio Cassette –Replacement Value Windscreen - Kshs. – Replacement Value Provide a replacement vehicle in case of unavailability of insured vehicles and indicate conditions therein
EXCESS	The premium quoted must be inclusive of the excess protector
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSE	1. Including Passenger Legal Liability 2. Including Liability of passengers acts of negligence 3. Including Strike, political violence, terrorism, riot and civil commotion 4. Including Windscreen/window glass damage clause 5. Including Unspecified radio/cassette damage clause 6. Including earthquakes, floods and all special perils 7. Including Use by motor trader 8. Including unobtainable parts clause 9. Including Personal effects Kshs. 100,000
Geographical Area	East Africa subject to, COMESA yellow card

NOTE:

1. All Kenya Marine and Fisheries Research Institute’s vehicles involved in accidents will be repaired at **franchised dealers only, unless advised otherwise.**
2. All Institution vehicles involved in accident and repairs authorized by the insurance company and irrespective of their age, will not attract extra charges apart from Policy excess.

SECTION VI (B) - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the Bidder and submitted with the Tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
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 Bidder 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 Bidder and submitted with the Tender documents.
5. **Tender Security Form** - When required by the Tender document the Bidder 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 Bidder at the time of Tender preparation. Only the successful Bidder will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form Of Tender/Submission Form

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 Bidders, 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 _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Price Schedule Form

Please give the percentage rate of premiums for each of the categories

ITEM NO.	DESCRIPTION OF INSURANCE COVER	% Rate Premium	TOTAL PREMIUM (KSHS.)
1.	Motor Private Comprehensive Cover. Inclusive of excess protector		

Note:

All Quoted Price Shall Be Inclusive of Taxes and Levies.

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 the Service Provider] of _____ [city and country of Bidder]
(hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring entity invited Tenders for the GPA cover and has accepted a
Tender by the Bidder 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 Bidder;
 - (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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 Bidder) 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 Bidder

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

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the Bidder > 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 Bidder 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 Bidder]*
(Hereinafter called “the Bidder”) 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
Bidder shall furnish you with a bank guarantee by a reputable bank for a sum
specified therein as security for compliance with the Bidder’s performance
obligations in accordance with the Contract

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to
you, on behalf of the Bidder, 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 Bidder 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)

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

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