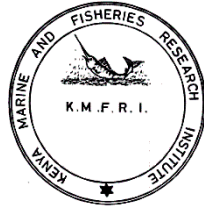


**KENYA MARINE AND FISHERIES RESEARCH INSTITUTE
(KMFRI)**



Tender No: KMF/TENDER/HQS/NO. 20/2021-2022

**PROVISIONS OF GROUP LIFE INSURANCE COVER FOR
KMFRI MEMBERS OF STAFF**

TWO YEARS CONTRACT

The Director General,

Kenya Marine and Fisheries Research Institute

East African Time: 0900 to 1500 hours.

Silos Road, English Point - Mkomani

MOMBASA. Email: supplies@kmfri.go.ke

Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/ +254 41 475154 or
+25420 8041560/1, +254 020 8021560/1

CLOSING DATE: WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM

- a. 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.
- b. The Director General-KMFRI therefore wishes to invite sealed tenders from eligible and qualified bidders for Contract for the **Provisions of Group Life Insurance Cover for KMFRI members of staff – Tender No. KMF/TENDER/HQS/NO. 20/2021-2022** as shown below:

Item No	Item Description	Quantity
1	Provisions of Group Life Insurance Cover for KMFRI members of staff	652

- c. Interested firms may obtain Tender documents with detailed specifications and Evaluation criteria for these assignments from the Chief Officer, Supply Chain Management, KMFRI Mombasa on payment of a non-refundable fee of **Kshs. 1,000.00** or view, inspect and download from KMFRI website: www.kmfri.go.ke at no fee. Enquiries and clarifications can be made via Cell-phone No. 0720374726 /Email address: supplies@kmfri.go.ke
- d. 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: supplies@kmfri.co.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, 15TH DECEMBER, 2021 AT 10.00 AM**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM**, in the Institute's Conference Hall – HQS, Mombasa.

- e. Prices quoted should be net inclusive of all taxes and delivery costs if any, must be expressed in Kenya shillings and shall remain valid for a period of (150) days from the closing date of the tender and 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/TENDER/HQS/ NO. 20/2021-2022 VOL. 1	Provisions of Group Life Insurance Cover for KMFRI members of staff	652	145,300.00

Supply Chain Manager
For: DIRECTOR GENERAL/KMFRI

29th November 2021

STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF INSURANCE SERVICES -

PROVISIONS OF GROUP LIFE INSURANCE COVER

FOR KMFRI MEMBERS OF STAFF

PUBLIC PROCUREMENT REGULATORY

AUTHORITY (PPRA)

February 2021

TABLE OF CONTENTS

PREFACE	iv
APPENDIX 1 TO THE PREFACE	vi
NOTES TO THE USERS OF THIS STD	vi
APPENDIX 2 TO THE PREFACE	vii
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	vii
1. GENERAL	vii
2. PART 1 - TENDERING PROCEDURES	viii
3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS.....	viii
4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS	viii
INVITATION TO TENDER.....	x
SECTION I – INSTRUCTIONS TO TENDERERS	1
A. General	1
1. Scope of Tender.....	1
2. Definitions	1
3. Fraud and Corruption	1
4. Eligible Tenderers	1
5. Qualification of the Tenderer	4
B. Contents of Tendering Document	4
6. Sections of Tendering Document	4
PART 1: Tendering Procedures	4
i) Section I - Instructions to Tenderers(ITT)	4
ii) Section II - Tender Data Sheet (TDS)	4
iii) Section III - Evaluation and Qualification Criteria.	4
iv) Section IV –Tendering Forms	4
PART 2: Procuring Entity's Requirements	4
v) Section V – Schedule of Requirements	4
PART3: Contract	4
vi) Section VI - General Conditions of Contract (GCC)	4
vii) Section VII - Special Conditions of Contract (SCC)	4
viii) Appendix to the Contract – Insurance Policy.....	4
7. Site Visit to inspect items to be insured.....	4
8. Clarification of Tendering Document.....	4
9. Amendment of Tendering Document.....	5
C. Preparation of Tenders	6
10. Cost of Tendering.....	6
11. Language of Tender	6

12.	Documents Comprising the Tender.....	6
13.	Form of Tender and Schedule of Requirements	6
14.	Alternative Tenders	6
15.	Tender Prices and Discounts	6
16.	Currencies of Tender and Payment.....	7
17.	Documents Establishing Conformity of Services 4	
18.	Documents Establishing the Eligibility and Qualifications of the Tenderer	8
19.	Period of Validity of Tenders	8
20.	Tender Security.....	8
21.	Format and Signing of Tender.....	9
D.	Submission and Opening of Tenders.....	9
22.	Sealing and Marking of Tenders	9
23.	Deadline for Submission of Tenders	9
24.	Late Tenders	10
25.	Withdrawal, Substitution and Modification of Tenders.....	10
26.	Tender Opening	10
E.	Evaluation and Comparison of Tenders.....	11
27.	Confidentiality	11
28.	Clarification of Tenders	11
29.	Deviations, Reservations, and Omissions	12
30.	Determination of Responsiveness	12
31.	Non-conformities, Errors and Omissions.....	12
32.	Correction of Arithmetical Errors	12
33.	Comparison of Tenders and Conversion to Single Currency	13
34.	Margin of Preference and Reservations.....	13
35.	Evaluation of Tenders.	13
36.	Comparison of Tenders	13
37.	Abnormally Low Tenders and Abnormally high tenders	14
38.	Qualification of the Tenderer	14
39.	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.....	15
F.	Award of Contract.....	15
42.	Award Criteria	15
43.	Notice of Intention to enter into a Contract.....	15
44.	Standstill Period	15
45.	Debriefing by the Procuring Entity	15
46.	Negotiations	15
47.	Letter of Award.....	16
48.	Signing of Contract	16
49.	Performance Security	16
50.	Publication of Procurement Contract.....	16
50.	Procurement Related Complaint	16

SECTION II - TENDER DATASHEET(TDS)	17
SECTION III - EVALUATION AND QUALIFICATION CRITERIA	20
1. General Provision	20
2. Preliminary examination for Determination of Responsiveness	20
3. Tender Evaluation (ITT 35).....	20
4. Multiple Contracts.....	20
5. Alternative Tenders (ITT 14.1).....	20
6. MARGIN OF PREFERENCE.....	21
7. Post Qualification Criteria (ITT 37)	21
SECTION IV-TENDERING FORMS	23
1. Form of Tender	26
a) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	26
b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	29
c) SELF-DECLARATION FORM.....	30
d) APPENDIX 1- FRAUD AND CORRUPTION	33
2. SCHEDULE OF PRICES FORM	35
3. TENDERER INFORMATION FORM	36
4. QUALIFICATION INFORMATION.....	37
5. NOTIFICATION OF INTENTION TO AWARD	38
6. NOTIFICATION OF AWARD – FORM OF ACCEPTANCE.....	41
7. FORM OF TENDER SECURITY (Bank Guarantee).....	43
8. FORM OF TENDER SECURITY (TENDER BOND).....	44
9. FORM OF TENDER-SECURING DECLARATION.....	45
<u>PART II – SCHEDULE OF INSURANCE REQUIREMENTS</u>	46
SECTION V – SCHEDULE OF REQUIREMENTS	46
1. Objectives.....	46
2. List of items to be insured	46
3. SCHEDULE OF REQUIREMENTS	47
PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS	48
SECTION VI - GENERAL CONDITIONS OF CONTRACT	48
1. General Provisions	48
2. Commencement, Completion, Modification, and Termination of Contract.....	49
3. Obligations of the Insurance Provider.....	50
4. Insurance Provider's Personnel.....	52
5. Obligations of the Procuring Entity.....	52
6. Payments to the Insurance Provider.	52
7. Quality Control.....	52
8. Settlement of Disputes	53
SECTION VI - SPECIAL CONDITIONS OF CONTRACT	54
APPENDIX TO THE CONTRACT	56

PREFACE

1. This Standard Tender Document (STD) has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Procurement of Insurance Services under competitive tendering methods as defined in the Public Procurement and Asset Disposal Act 2015, (The Act). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations
2. Regarding Joint Ventures (JVs), the Procuring Entity should allow not too high a number of JV members, a number above 5 is considered an unmanageable crowd, perhaps of small tenderers gathered to meet the qualification criteria; two or three JV Members are considered reasonable numbers. Care must be taken to ensure that only eligible Insurance service providers participate.
3. Regarding cases being considered for abnormally low or high tenders, the benchmark should be the Procuring Entity's estimate in the Procurement Plan or other estimate based on commercial rates. It is expected that a Procuring Entity should call for Tenders with a clear idea of what to expect as a reasonable tender price. In case of abnormally low or high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering process or (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document.
4. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging the procurement process and decision on contract award. Procuring Entities and other Users should ensure that they are using the latest version of the STD, which can be verified with PPRA.
5. Insurance Services are a line of Insurance services that are contracted on the basis of measurable physical outputs. But they are in a class of their own, given their procurement is generally guided by industry norms, like in Banking and Transportation (air travel, road travel etc.). Procurement of Insurance Services therefore involves procurement of Insurance Policies in which case, it would be appropriate to provide that Procurement Entities would negotiate the conditions and terms of each particular Insurance Policy before it is finalized. More information on Insurance Services is provided in the Appendix to this Preface.
6. The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the Users are advised to familiarize themselves with the Act and the Public Procurement and Asset Disposal Regulations, 2020 (the **Regulations**), Circulars and manuals prepared and issued by PPRA and other government agencies to guide Public Entities in the conduct of the public procurement process.
7. During preparation of the tender document, the Procuring Entity should specify whether to allow the following:
 - i) International Tender,
 - ii) Margin of Preference,
 - iii) Reservations
 - iv) Pre-qualification
 - v) Alternative tenders
8. This document will be used for National Tendering Procedures as it is expected that insurance services will be sourced from national or international insurance Providers. In the event that the Procuring Entity requires foreign insurance Providers, the document will be amended to accommodate them, by allowing use of foreign currency and, if so required, allowing margin of preference, and international dispute resolution mechanisms, and possibly longer tendering periods.

9. This document will be customized to suit the needs of the Procuring Entity. **No changes should be made** to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Appendices and the Invitation to Tender shall not be part of the tender Document to be issued to Tenderers. Refer to Appendix to the Preface for more details. Refer to Appendix 2 to the Preface for more details.
10. The Public Procurement Regulatory Authority welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

**Director General
Public Procurement Regulatory Authority (PPRA)**

APPENDIX 1 TO THE PREFACE NOTES TO THE USERS OF THIS STD

1. **Insurance** is a means of protection from financial loss. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss. Insurance transactions involve the insured assuming a guaranteed and known relatively small cost in the form of payment to the insurer in exchange for the insurer's promise to compensate the insured in the event of a covered loss. The loss may or may not be financial, but it must be reducible to financial terms, and must involve something in which the insured has an insurable interest established by ownership, possession, or pre-existing relationship. The most common insurance covers are on Health Insurance (Medicare), Life Insurance, Business and Farming, and Property and Casualty (Vehicles, Motorcycles, Boat and Watercraft, Homes, Land and Farms, Buildings and Travel).
2. The insured receives a contract known as an **Insurance Policy**, which details the conditions and circumstances under which the insured will be financially compensated. When a client takes out an insurance, essentially, he/she buys an Insurance Policy. **An Insurance Policy** is a standard industry form (like a banking account form) that indicates what is covered, its value, and conditions under which acclaim can be made under an insurance contract. The amount of money charged by the insurer to the insured for the coverage set forth in the insurance policy is called the premium. If the insured experiences a loss which is potentially covered by the insurance policy, the insured submits acclaim to the insurer for processing by a payment for the loss. Insurance Policies cover any period, but usually they are annual, renewable. Some business insurances like travel and goods transit or workmen's compensations may take shorter periods depending on when the eventuality is likely to occur.
3. Insurance involves pooling funds from *many* insured entities to pay for the losses that some may incur. The insured entities are therefore protected from risk for a fee, with the fee being dependent upon the frequency and severity of the event occurring. In order to be an insurable risk, the risk insured against must meet certain characteristics. When a company insures an individual entity, there are basic legal requirements and regulations. Several commonly cited legal principles of insurance include indemnity, benefit insurance, insurable interest, and contribution insurances.
4. Insurance can have various effects on society through the way that it changes who bears the cost of losses and damage. On one hand it can increase fraud; on the other it can help societies and individuals prepare for catastrophes and mitigate the effects of catastrophes on both households and societies. Insurance can influence the probability of losses through moral and preventive steps by the insurance company. Insurers attempt to address carelessness through inspections, policy provisions requiring certain types of maintenance, and possible discounts for loss mitigation efforts. While in theory insurers could encourage investment in loss reduction, in practice insurers do not aggressively pursue loss control measures-particularly to prevent disaster losses such as hurricanes-because of concerns overrate reductions and legal battles.
5. Claims and loss handling is the materialized utility of insurance; it is the actual "product" paid for. Claims may be filed by insureds directly with the insurer or through brokers or agents. The insurer may require that the claim be filed on its own proprietary forms, or may accept claims on a standard industry form. Incoming claims are classified based on severity and are assigned to adjusters whose settlement authority varies with their knowledge and experience. The adjuster undertakes an investigation of each claim, usually in close cooperation with the insured, determines if coverage is available under the terms of the insurance contract, and if so, the reasonable monetary value of the claim, and authorizes payment.

APPENDIX 2 TO THE PREFACE

GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS

1. GENERAL

- 1.1 Page 1 (The Heading of the Document), the Preface and the 2 Appendices shall not be included in the Document to be issued to Tenderers. The Document to be issued to Tenderers shall start with the page titled “This Page, NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY, NAME AND IDENTIFICATION OF TENDER”, including all the other material on the page completed appropriately.
- 1.2 If in the course of preparing a Tender Document or evaluating a tender/tenders following the criteria in the standard tender document, a Procuring Entity finds a provision the P.E does not understand or agree with, the P.E shall contact PPRA for clarifications before it changes anything, otherwise the P.E will be considered as violating procurement rules.
- 1.3 The Procuring Entity should confirm that the contract to be procured is in its approved Procurement Plan and budgeted for. It should also confirm the estimated cost of the contract(s), including the estimated time for executing the contract. The cost estimate helps the Procuring Entity determine the applicable procurement method to be used and the determination if the lowest evaluated cost is unrealistically too low or too high. Prior to finalizing the Tender Document, it is advisable for the Procuring Entity to recheck these estimates.
- 1.4 The estimates must be prepared by an expert in the field of the subject contract i.e. by human resource or other experts depending on the items to be procured. The Estimates should be based on current market prices or on data collected by the Procuring Entity based on past (*but not historic*) contracts.
- 1.5 The purpose of the estimates is to enable the Procuring Entity determine amounts of money to be inserted in the Tender Document for:
 - i) The Tender Security to be inserted in the Tender Document *should be expressed in absolute value which should not be more than 2% of the tender as valued by the Procuring Entity. It is advisable that the larger the estimated contract value, the smaller the required percentage of the tender security.*
 - ii) The minimum amount of money required for the tenderer to demonstrate that the tenderer has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the contract execution cash flow requirements, net of the Tenderer's other commitments. *Usually the assets should be about 2-3 months cash flow requirements based on the estimated completion time.*
 - iii) The minimum amount of money required as an average annual turnover for the tenderer to demonstrate that the tenderer is a prime insurance service provider. *Usually the minimum amount of money is about 2.50 times the estimated cost of the contract(s).*
 - iv) The amount of money required to determine specific experience of the tenderer based on the minimum size of contract(s) substantially completed and that are similar to the proposed contract. *Normally the minimum amount of money required is about 80% of the estimated cost of the contract.*

2. **PART 1 – TENDERING PROCEDURES**

i) **Section I - Instructions to Tenderers (ITT)**

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) **Section II - Tender Data Sheet (TDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers. This section shall be completed appropriately by the Procuring Entity and not by a Tenderer. In any case, the Procuring Entity shall not add any item in the TDS not included in the Standard Tender Document.

iii) **Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

- a) Substantially responsive to the bidding document, and
- b) The lowest evaluated cost.

No other criterion shall be added by the Procuring Entity. Some parts of this section may be omitted by the Procuring Entity (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Procuring Entity will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides “Post-qualification and Contract award” and lists an item that says “Other conditions.....”, the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) Section IV – Tendering Forms

This Section includes the Form of Tender and other forms to be submitted; priced terms of reference, including technical and financial qualifications, personnel, financial resources, Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

3. PART 2 – PROCUREMENT ENTITY'S REQUIREMENTS

This Section contains the Procuring Entity's Schedules of Requirements, Specifications, terms of reference, and supplementary information that describe the items to be insured.

4. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

i) Section VIII – General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

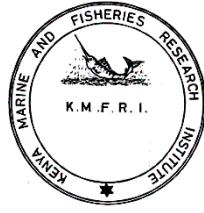
ii) Section IX- Special Conditions of Contract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

iv) Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tender after Contract award.

**KENYA MARINE AND FISHERIES RESEARCH INSTITUTE
(KMFRI)**



Tender No: KMFRI/TENDER/HQS/NO. 20/2021/2022

**PROVISIONS OF GROUP LIFE INSURANCE COVER FOR KMFRI
MEMBERS OF STAFF**

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

CLOSING DATE: WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM

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.

- a. The Director General-KMFRI therefore wishes to invite sealed tenders from eligible and qualified bidders for Contract for the **Provisions of Group Life Insurance Cover for KMFRI members of staff – Tender No. KMF/TENDER/HQS/NO. 20/2021-2022** as shown below:

Item No	Item Description	Quantity
1	Provisions of Group Life Insurance Cover for KMFRI members of staff	652

- b. Interested firms may obtain Tender documents with detailed specifications and Evaluation criteria for these assignments from the Chief Officer, Supply Chain Management, KMFRI Mombasa on payment of a non-refundable fee of **Kshs. 1,000.00** or view, inspect and download from KMFRI website: www.kmfri.go.ke at no fee. Enquiries and clarifications can be made via Cell-phone No. 0720374726 /Email address: supplies@kmfri.go.ke

- c. Completed Tender documents in plain sealed envelopes marked with the respective ***“Tender Title and Reference Number”*** should be addressed to:-

The Director General, Kenya Marine and Fisheries Research Institute
East African Time: 0900 to 1500 hours. Silos Road, English Point - Mkomani
MOMBASA. Email: 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, 15TH DECEMBER, 2021 AT 10.00 AM**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM**, in the Institute’s Conference Hall – HQS, Mombasa.

- d. Prices quoted should be net inclusive of all taxes and delivery costs if any, must be expressed in Kenya shillings and shall remain valid for a period of (150) days from the closing date of the tender and 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>
KMFRI/TENDER/HQS/NO. 20/2021-2022	Provisions of Group Life Insurance Cover for KMFRI members of staff	652	145,300.00

Supply Chain Manager
For: DIRECTOR GENERAL/KMFRI

29th November, 2021

INVITATION TO TENDER

PROCURING ENTITY: *[insert the name and address of the Procuring Entity]* **CONTRACT NAME**

AND DESCRIPTION: *[insert]*

1. The *Kenya Marine and Fisheries Research Institute* invites sealed tenders for the provision of Insurance Services for **Provisions of Group Life Insurance Cover for KMFRI members of staff**.
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **As captioned in Roman IX and X above** at the address given above. Tender documents may be viewed and/or downloaded from the website **As captioned in Roman IX and X above**.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KES **As captioned in Roman IX and X above** in cash or Banker's Cheque and payable to the address given below. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website (*insert website*). Tenderers who download the tender document must forward their particulars immediately to (*insert email, telephone and postal address*) to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a **As captioned in Roman IX and X above**
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **As captioned in Roman IX and X above**. Electronic Tenders *will not* be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:
 - A. **Address for obtaining further information and for purchasing tender documents**
 - 1) Name of Procuring Entity
 - 2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)
 - 3) Postal Address
 - 4) Insert Designation, telephone number and e-mail address of the officer to be contacted.
 - B. **Address for Submission of Tenders.**
 - 1) Name of Procuring Entity
 - 2) Postal Address (include Designation of Officer to be attentional)

3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

C. Address for Opening of Tenders.

1) Name of Procuring Entity

2) Physical address for the location (City, Street Name, Building, Floor Number and Room)

[Authorized Official (name, Designation, Signature and date)]

Name _____
(Official of the Procuring Entity issuing the invitation)

Designation _____ Signature _____ Date _____

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Definitions

- 2.1 Throughout this tendering document:
- The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - If the contexts requires, "singular" means "plural" and vice versa; and
 - "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year but can be extended by the period specified in the **TDS**.

3. Fraud and Corruption

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

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer

insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website www.ira.go.ke

- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.ira.go.ke
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

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

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

- v) Section V–Schedule of Requirements

PART 3: Contract

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

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

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

- 7.1 A Tenderer requiring any clarification of the Tender Documents shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting if

provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procuring Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the TDS if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause for disqualification of a Tenderer.

8 Clarification of Tendering Document

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

9 Amendment of Tendering Document

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

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

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

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

- a) **Form of Tender** prepared in accordance with ITT 13;
- b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
- d) **Alternative Tender:** if permissible in accordance with ITT 14;
- e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
- i) **Sample Insurance Policy** for each type of insurance required, and
- j) Any other document required **in the TDS**.

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

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

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

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

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

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

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

16 Currencies of Tender and Payment

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

17 Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procuring Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

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

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

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

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

19. Period of Validity of Tenders

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

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

20. Tender Security

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

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

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

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

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

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

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

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

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

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

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

21. Format and Signing of Tender

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

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

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

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

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

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

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

22.2 The inner envelopes shall:

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

22.3 The outer-envelopes shall:

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

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

23 Deadline for Submission of Tenders

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

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

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

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

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

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

25.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

26 Tender Opening

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any

specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted.
- 26.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. Confidentiality

- 27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

- 28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its

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

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

29 Deviations, Reservations, and Omissions

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

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

30 Determination of Responsiveness

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31 Non-conformities, Errors and Omissions

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

32 Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from an error in calculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

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

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

34. Margin of Preference and Reservations

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

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

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

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

35. Evaluation of Tenders

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

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

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

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

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

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

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

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

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

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

Abnormally High Tenders

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

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

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

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

38. Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

40. Award Criteria

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

41. Notice of Intention to enter in to a Contract

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

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

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

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

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

44. Negotiations

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

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the

insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

45. Letter of Award

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

46. Signing of Contract

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

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

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

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the TDS, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

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

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

48. Publication of Procurement Contract

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

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

49. Procurement Related Complaint

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

SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	A General
ITT 1.1	The reference number of the Request for Tender (ITT) is [<i>Insert reference number of the Request for Tenders</i>] <u>KMF/TENDER/HQs/NO. 11/2021-2022</u> The Procuring Entity is <u>KENYA MARINE AND FISHERIES RESEARCH INSTITUTE (KMFRI)</u> The name of the ITT is: <u>Provisions of Group Life Insurance Cover for KMFRI members of staff</u> The number and identification of lots (contracts) comprising this ITT is: [insert number and identification of lots (<i>contracts</i>)] <u>Not Applicable</u>
ITT2.1 (a)	Electronic – Procurement System – NOT APPLICABLE The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: NOT APPLICABLE The electronic-procurement system shall be use to manage the following aspects of the Tender process: NOT APPLICABLE
ITT 2.1	The Procuring Entity is: Kenya Marine and Fisheries Research Institute The name of the Project is: <u>Provisions of Group Life Insurance Cover for KMFRI members of staff</u>
ITT 3.4	The firms (if any) that provided consulting services for the contract being tendered for are NOT APPLICALE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: One (1)
ITT 4.12	The Procuring Entity may require tenderers to be registered with Bidders who opt to download from the website and Must therefore immediately register with the Head of Procurement function, KMFRI Headquarters Mombasa.
	B. Contents of Tendering Document
ITT 8.1	For Clarification of bid purposes only, the Purchaser’s address is: Attention: Director General – Kenya Marine & Fisheries Research Institute , Address: Silos Road, English Point – Mkomani . City: Mombasa . ZIP Code: +254 , Country: KENYA. (EAST AFRICA) Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1 Facsimile number: +254-20-235 3226; Cell-phone No. +254 720 374726 Electronic mail address: supplies@kmfri.go.ke Request for clarification should be received by the procuring entity no later than seven (7) days to opening of tenders Web page: (in case used, identify the website with free access where tendering process information is published http://www.kmfri.go.ke and <i>Public Procurement Information Portal</i> (PPIP) Official websites
ITT 8.2	The Firms or their affiliates that provided consulting services for the contract being tendered for are <u>Not Applicable</u>
ITT 8.4	8.4 The Procuring Entity shall publish Minutes of the pre-tender meeting and the pre-arranged pretender visit of the site of the works at the website: <u>NOT APPLICABLE</u>
ITT 9.1	The Procuring Entity will respond to request for clarification in: <u>with Seven Days after issuing the Tender</u> (specify date) and shall publish its response at the website www.kmfri.go.ke
	C. Preparation of Tenders
ITT 12.1(j)	The Tenderer shall submit the following additional documents in its Tender: (list

	any additional document not already listed in ITT 2.1 that must be submitted with the Tender)
ITT 14.1	Alternative Tenders “shall not be” considered (If alternatives shall be considered, the methodology shall be defined in section III, Evaluation and Qualification Criteria. See section III for further details) N/A
ITT 14.2	Alternative times for completion “ shall not be ” permitted. If permitted, the range of acceptance completion time is ... Not Applicable If alternative times for completion are permitted, the evaluation method will be as specified in section III. Evaluation and Qualification Criteria
ITT 14.3	Alternative technical solutions shall be permitted for the following parts of the services: ... Not Applicable
ITT 15.7	The prices quoted by the Tenderer “ shall Not ” be subject to adjustment during the performance of the Contract. The rates are: For local currency _____ For Foreign Currency _____
ITT 18.3	Prequalification “ has not ” been undertaken
ITT 19.1	The Tender validity period shall be <u>150 days</u>
ITT 20.1	A Tender Security “ shall be ” required. KES. 145,300.00 of the tender sum A Tender-securing Declaration “ shall not be ” required
ITT 20.9(b) (ii)	If the Tenderer performs any of the actions prescribed in ITT 20.9 (a) or (b), the Procuring Entity will declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of <u>Two (2)</u> year
ITT 21.1	In addition to the original of the tender, the number of copies shall be one, one of them shall be clearly marked either ‘ Original ’ or ‘ Copy ’. In the event of any discrepancy between the original and the copies, the original shall prevail.
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: letter of attorney in letter head of the Company
	D. Submission and Opening of Tenders
ITT 23.1	For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Attention: Director General, Kenya Marine & Fisheries Research Institute, Address: Silos Road, English Point- Mkomani Floor-Room number AUDITORIUM: Tenders shall 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, 15TH DECEMBER, 2021 AT 10.00 AM at the Kenya Marine & Fisheries Research Institute , Or For bulky documents that cannot go through the slot of the Tender Box, be submitted to the office of Supply Chain Manager City: MOMBASA , ZIP Code: +254 , Country: KENYA
ITT 23.1	The deadline for the submission of Tender is: Date: WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM Time: 10.00 AM The Tender opening shall take place at: KMFRI-MOMBASA Street Address: Silos Road, English Point- Mkomani, Door/ Room number: KMFRI-MOSC AUDITORIUM City: MOMBASA. Country: KENYA Date: WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM. The electronic Tender submission procedures shall be: <u>N/A</u>
ITT 26.1	The Tender Opening shall take place at: Physical Address:

	<p>Street Address: Silos Road, English Point- Mkomani, Floor/ Room number: KMFRI-CONFERENCE HALL – 1ST FLOOR City: MOMBASA. Country: KENYA Date: WEDNESDAY, 15TH DECEMBER, 2021 AT 10.00 AM.</p>
	E. Evaluation and Comparison of Tenders
ITT 33.1	<i>[The following provision should be included and the required corresponding information inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit] NOT APPLICABLE</i>
ITT 33.2	<p>The invitation to tender is extended to the following group that qualify for Reservations NOT APPLICABLE _____ <i>(These groups are small and medium enterprises, women enterprises, Youth Enterprises and Enterprise of persons living with disability, as the case may be; describe precisely which group qualifies) OPEN TENDER</i></p>
	F. Award of Contract
ITT 47	<p>The Adjudicator proposed by the Procuring Entity is _____ The hourly fee for this proposed Adjudicator shall be _____ The biographical data of the proposed Adjudicator is as follows: _____</p>
ITT 49.1	<p>The procedure for making a Procurement related complaint are available from the “Notification of Intention to Award – Paragraph 5” and from the PPRA website www.ppra.go.ke</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: The Director General, KMFRI OR his/her Attorney Procuring Entity: Kenya Marine and Fisheries Research Institute Email address: director@kmfri.go.ke, supplies@kmfri.go.ke</p> <p>In summary, a Procurement- relate Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> I. The terms of the Tender Documents and II. The Procuring Entity’s decision to award the contract

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part 2-Procuring Entity's Insurance Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender].

3. **Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply: **Other Criteria**; if permitted under ITT 35.2

(d):.....

4. Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

5. Alternative Tenders(ITT14.1)

An alternative if permitted under ITT 14.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6 MARGIN OF PREFERENCE

7. Apply Margin of Preference, if so allowed to all evaluated and accepted tenders as follows.

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A*: tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B*: tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

8. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings _____.
 - ii) Minimum average annual construction turnover of Kenya Shillings _____ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ___ [insert of year] years.]
 - iii) At least _____ (insert number) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings _____ equivalent.
 - iv) Other conditions depending on their seriousness.
- a) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last _____ (specify years). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(specify years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

PRELIMINARY EVALUATION CRITERIA

CONDITIONS TO BE MET BY INSURANCE UNDERWRITER:

1	Certified Copy of Certificate Registration/Incorporation. MUST have been in existence for at least ten (10) Years.
2	Current valid IRA License and certified by the issuing body.
3	Current valid AKI Membership Certificate and certified by the issuing body
4	Valid tax compliance & KRA Pin
5	Valid Business Permit
6	Must submit a Tender security of Kes. 145,300 (Original Copy) and shall remain valid for a period of 150 days from the date of Tender opening
7	Must fill the form of Tender and price schedule in the format provided.
8	Must submit a duly filled up confidential business questionnaire in format provided, duly signed and stamped and provide valid and current CR12
9	Must provide certified audited accounts for at least Three (3) Financial years prior to Tendering. (2020,2019,2018)
10	Must have paid up capital of at least Kshs.450 Million as per The books of accounts (Attach Evidence)
11	Group Life Premiums of Kes. 1 Billion, each year for the last three years (2020,2019,2018)
12	Two copies of the Tender (Copy and Original) all pages serialized, stamped and counter signed

The Underwriter must meet the above preliminary evaluation criteria for them to proceed to the technical evaluation.

All certification to be done by commissioner of oath registered in Kenya

CONDITIONS TO BE MET BY INSURANCE BROKER:

1	Certified Copy of Certificate Registration/Incorporation. MUST have been in existence for at least ten (10) Years.
2	Current valid IRA License and certified by the issuing body.
3	Current valid AIBK Membership Certificate and certified by the issuing body
4	Valid tax compliance & KRA Pin
5	Valid Business Permit
6	Must fill the form of Tender and price schedule in the format provided.
7	Must submit a duly filled up confidential business questionnaire in format provided, duly signed and stamped and provide valid and current CR12
8	Must provide certified audited accounts for at least Three (3) Financial years prior to Tendering. (2020,2019,2018)
9	Evidence of valid professional indemnity policy of at least Ksh.200 million with a reputable underwriter
10	Group Life Premiums of Kes. 500 Million, each year for the last three years (2020,2019,2018)
11	Attach Authorization letter from the proposed Underwriter
12	Two copies of the Tender (Copy and Original) all pages serialized, stamped and counter signed

The Insurance Broker must meet the preliminary evaluation criteria for the broker and the proposed underwriter to proceed to the technical evaluation.

The broker to propose one underwriter. More than one proposed underwriter shall lead to disqualification.

All certification to be done by commissioner of oath registered in Kenya

TECHNICAL EVALUATION CRITERIA

CONDITIONS TO BE MET BY THE UNDERWRITER / PROPOSED UNDERWRITER BY THE BROKER IN THE TECHNICAL EVALUATION.

No.	Category	Criteria	Marks	Total
1	Firm's Experience	Current five (5) Group Life Recommendation Letters of over Kes. 20 Million each	3 points per recommendation	15
		Current five (5) reference letters	2 points per recommendation	10
2	Financial Capacity	Group Life Premiums of Kes. 1 Billion, each year for the last three years	10 points per year	30
3.	Human Capital	CVs, Tax Compliance and certificate of good conduct of five (5) top staff	2 points per staff	10
4	Claims	Five claims above Kes. 5 M each for the last three years (2020,2019,2018)	4 points per claim	20
5	Credit Worthiness	Current and valid reference letter from the firm's bankers	5 points	5
6	Reinsurance Arrangements	Reinsurance approval letter from IRA Year 2021	5 points	5
		Reinsurance treaty year 2021	5 points	5
7	Credit Rating	Current GCR with a Rating of A- or A+	5 points	5
				100

FINANCIAL EVALUATION CRITERIA

- a) To qualify for financial evaluation the bidder must score a minimum of 85 points (85%)
- b) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.
- c) The bidders must adhere to the recommended IRA & Reinsurance ratings
- d) If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.

SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

KMFRI STAFF GROUP LIFE INSURANCE COVER

POLICY SUMMARY

S/No.	Item description	Specification
01	Nature of policy	Group life Insurance cover
02	Class of Assurance	Group life Insurance cover for all KMFRI members of staff.
03	Scope of the policy	This class of policy will provide compensation to employees in the event of death from natural sickness including HIV/AIDS and COVID 19 while in KMFRI employment. No restrictions SHALL be made for death arising from HIV/AIDS or COVID 19 positive members of staff.
04	Total Number of KMFRI staff	652 members of staff including those on unpaid leave upon resumption of duty and any new recruits during the cover period.
05	Total annual staff earnings	526,130,772.00
06	Policy period	One Year (1)
07	Risk	Death of a KMFRI member of staff while in service
08	Rider	Last expense of Kshs.200,000.00
09	Rider	Permanent & Total Disability
10	Rider	Critical Illness
11	Sum Assured	3 Times annual staff basic salary (Kshs. 1,578,392,316.00)
12	Benefit	Three (3) years member's annual basic salary
13	Premium frequency	Annual

The Group life Insurance cover for all KMFRI members of staff is as listed herein below: -

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
1	000098	03-Mar-1962	131,660.00	1579920
2	000108	02-Feb-1958	249,644.00	2995728
3	000163	01-Jan-1957	53,744.00	644928
4	000194	01-Nov-1959	171,970.00	2063640
5	000212	06-Apr-1962	51,841.00	622092
6	000242	01-Aug-1961	53,809.00	645708
7	000313	30-Aug-1959	59,715.00	716580
8	000331	01-Apr-1962	59,715.00	716580
9	000340	31-Dec-1961	51,841.00	622092
10	000351	01-Jun-1962	51,841.00	622092
11	000366	30-May-1962	47,832.00	573984
12	000373	23-Sep-1961	59,715.00	716580
13	000386	11-Mar-1962	46,255.00	555060
14	000392	06-Mar-1962	46,255.00	555060
15	000400	25-Nov-1962	46,255.00	555060
16	000402	16-May-1962	59,715.00	716580
17	000405	01-Jan-1964	36,620.00	439440
18	000411	26-Nov-1963	42,092.00	505104
19	000414	01-Jan-1963	53,744.00	644928
20	000416	15-Apr-1962	44,678.00	536136
21	000423	07-May-1959	79,812.00	957744
22	000430	01-Jan-1963	53,744.00	644928
23	000431	03-Apr-1964	53,744.00	644928
24	000446	04-Jun-1964	53,744.00	644928
25	000457	22-Dec-1963	47,832.00	573984
26	000458	08-Oct-1962	59,715.00	716580
27	000463	01-Jan-1961	59,715.00	716580
28	000473	27-Dec-1962	55,778.00	669336
29	000481	31-Dec-1962	90,695.00	1088340
30	000483	08-Aug-1962	57,746.00	692952
31	000484	01-Jul-1961	79,812.00	957744
32	000514	16-Jun-1962	69,436.00	833232
33	000540	15-May-1965	53,744.00	644928
34	000563	20-Jan-1966	53,744.00	644928
35	000571	25-Jul-1961	46,255.00	555060
36	000581	29-Jul-1958	171,970.00	2063640
37	000582	18-Dec-1962	69,436.00	833232
38	000585	28-Dec-1963	59,715.00	716580
39	000592	01-Jan-1958	90,695.00	1088340
40	000594	22-Jul-1962	59,715.00	716580
41	000595	11-Nov-1962	42,092.00	505104
42	000605	12-May-1963	55,778.00	669336
43	000614	13-Jan-1963	44,678.00	536136
44	000616	17-Aug-1964	77,181.00	926172
45	000617	18-Jan-1963	42,092.00	505104
46	000621	04-Apr-1965	53,744.00	644928
47	000624	01-Apr-1962	59,715.00	716580
48	000633	25-Dec-1961	34,205.00	410460
49	000637	01-Jan-1965	59,715.00	716580

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
50	000640	26-Jan-1962	53,744.00	644928
51	000644	16-Nov-1961	51,841.00	622092
52	000659	20-Apr-1964	53,744.00	644928
53	000674	01-Jan-1961	59,715.00	716580
54	000675	01-Jan-1964	28,366.00	340392
55	000677	01-Jan-1962	51,841.00	622092
56	000689	01-Jan-1962	39,317.00	471804
57	000691	05-May-1964	69,436.00	833232
58	000695	03-May-1965	69,436.00	833232
59	000704	02-Aug-1965	44,885.00	538620
60	000707	26-Mar-1961	166,300.00	1995600
61	000708	01-Dec-1965	59,715.00	716580
62	000721	23-Jan-1966	42,092.00	505104
63	000726	01-Jan-1963	53,809.00	645708
64	000737	07-Aug-1963	149,293.00	1791516
65	000746	01-Jan-1962	42,092.00	505104
66	000747	18-Sep-1963	42,092.00	505104
67	000751	08-Sep-1962	79,812.00	957744
68	000758	29-Nov-1961	44,885.00	538620
69	000767	01-Jan-1962	59,715.00	716580
70	000771	01-Jan-1964	44,678.00	536136
71	000772	25-Jul-1968	42,092.00	505104
72	000773	01-Jan-1965	51,841.00	622092
73	000778	27-Aug-1969	53,744.00	644928
74	000783	01-Jan-1962	59,715.00	716580
75	000788	18-Aug-1962	59,715.00	716580
76	000792	03-Nov-1962	53,744.00	644928
77	000793	25-Dec-1962	69,436.00	833232
78	000797	01-Dec-1965	59,715.00	716580
79	000798	01-Jan-1965	59,715.00	716580
80	000800	01-Jan-1966	53,744.00	644928
81	000813	01-Jan-1962	55,778.00	669336
82	000814	01-Jan-1964	39,948.00	479376
83	000818	01-Jan-1963	42,092.00	505104
84	000819	02-Jun-1964	59,715.00	716580
85	000825	07-Jul-1958	59,715.00	716580
86	000835	06-Sep-1963	36,620.00	439440
87	000838	01-Jan-1961	51,841.00	622092
88	000839	27-Sep-1969	42,092.00	505104
89	000842	04-Oct-1959	151,334.00	1816008
90	000847	27-Apr-1959	171,970.00	2063640
91	000854	10-Oct-1965	53,744.00	644928
92	000856	01-Apr-1965	41,525.00	498300
93	000866	28-Nov-1963	28,612.00	343344
94	000871	12-Dec-1964	50,200.00	602400
95	000873	24-Oct-1964	42,092.00	505104
96	000876	01-Jan-1962	42,092.00	505104
97	000877	01-Jan-1962	46,255.00	555060
98	000878	05-Sep-1966	151,334.00	1816008
99	000881	30-Jan-1963	59,715.00	716580
100	000882	08-Aug-1963	47,832.00	573984

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
101	000883	28-Dec-1962	36,620.00	439440
102	000890	24-Apr-1965	69,436.00	833232
103	000892	01-Jan-1962	44,678.00	536136
104	000895	01-Jan-1968	59,715.00	716580
105	000901	06-Jan-1964	51,972.00	623664
106	000903	08-Jan-1965	59,715.00	716580
107	000925	08-Dec-1964	59,715.00	716580
108	000927	22-Aug-1962	44,678.00	536136
109	000931	28-Nov-1968	53,744.00	644928
110	000932	01-Oct-1962	59,715.00	716580
111	000934	05-Feb-1964	69,436.00	833232
112	000936	19-May-1964	39,317.00	471804
113	000942	03-Aug-1966	180,248.00	2162976
114	000943	05-Jun-1963	151,334.00	1816008
115	000945	10-Jan-1965	59,715.00	716580
116	000946	14-Apr-1968	37,929.00	455148
117	000954	08-Sep-1968	59,715.00	716580
118	000964	01-Jan-1967	42,092.00	505104
119	000965	09-Dec-1966	59,715.00	716580
120	000975	01-Jan-1966	53,744.00	644928
121	000976	04-Aug-1966	59,715.00	716580
122	000980	03-Jul-1965	42,092.00	505104
123	000984	02-Feb-1966	77,181.00	926172
124	000988	23-Oct-1963	46,255.00	555060
125	000989	20-Nov-1964	43,101.00	517212
126	000990	24-Dec-1967	46,255.00	555060
127	000993	22-Nov-1962	39,317.00	471804
128	000996	03-May-1963	171,970.00	2063640
129	000997	01-Jan-1968	47,832.00	573984
130	000999	29-Dec-1962	42,092.00	505104
131	001003	30-Sep-1968	59,715.00	716580
132	001004	05-May-1966	44,678.00	536136
133	001006	15-Mar-1964	53,809.00	645708
134	001008	19-Aug-1966	87,705.00	1052460
135	001009	07-Jul-1966	59,715.00	716580
136	001010	05-Oct-1966	69,436.00	833232
137	001014	24-Aug-1962	59,715.00	716580
138	001019	01-Dec-1967	59,715.00	716580
139	001026	11-Oct-1966	59,715.00	716580
140	001028	01-Jan-1962	48,428.00	581136
141	001029	01-Jan-1968	46,255.00	555060
142	001030	27-Jul-1968	51,841.00	622092
143	001041	31-Dec-1964	51,972.00	623664
144	001043	31-Mar-1962	41,525.00	498300
145	001045	10-Jan-1970	53,744.00	644928
146	001046	21-Feb-1967	53,744.00	644928
147	001050	12-Dec-1965	59,715.00	716580
148	001055	23-Dec-1966	35,154.00	421848
149	001056	21-Apr-1965	47,832.00	573984
150	001057	13-May-1970	47,832.00	573984
151	001058	01-Jan-1966	53,744.00	644928

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
152	001060	02-Feb-1970	47,832.00	573984
153	001066	09-Jan-1965	79,812.00	957744
154	001070	01-Jan-1966	47,832.00	573984
155	001073	06-Sep-1966	48,428.00	581136
156	001074	04-Mar-1966	77,181.00	926172
157	001077	31-Dec-1962	59,715.00	716580
158	001078	01-Jan-1969	87,705.00	1052460
159	001083	27-Feb-1965	90,695.00	1088340
160	001084	06-Jul-1968	42,092.00	505104
161	001090	06-Nov-1967	47,832.00	573984
162	001091	01-Jun-1970	53,744.00	644928
163	001092	22-Oct-1967	47,832.00	573984
164	001093	07-Jul-1966	46,657.00	559884
165	001096	15-May-1963	51,841.00	622092
166	001101	21-Mar-1969	43,101.00	517212
167	001102	01-May-1970	46,255.00	555060
168	001109	10-Aug-1962	59,715.00	716580
169	001110	13-Mar-1967	44,678.00	536136
170	001111	26-Feb-1968	44,678.00	536136
171	001115	24-Nov-1967	40,704.00	488448
172	001117	10-Dec-1964	59,715.00	716580
173	001119	08-Oct-1968	79,812.00	957744
174	001120	18-Oct-1962	53,744.00	644928
175	001125	01-Jan-1966	53,744.00	644928
176	001128	01-Feb-1968	59,715.00	716580
177	001130	03-Mar-1966	50,200.00	602400
178	001131	01-Dec-1965	51,841.00	622092
179	001134	09-Jan-1966	59,715.00	716580
180	001135	20-Nov-1968	50,200.00	602400
181	001137	26-Jun-1968	79,812.00	957744
182	001143	31-Dec-1964	55,778.00	669336
183	001144	22-Sep-1966	59,715.00	716580
184	001145	16-Dec-1965	39,948.00	479376
185	001147	18-Aug-1966	29,333.00	351996
186	001167	01-Mar-1965	50,200.00	602400
187	001169	01-Oct-1965	151,334.00	1816008
188	001170	29-May-1963	171,970.00	2063640
189	001172	01-Jan-1967	53,744.00	644928
190	001181	11-Dec-1964	90,695.00	1088340
191	001183	21-Sep-1962	166,300.00	1995600
192	001185	24-Jul-1961	101,905.00	1222860
193	001192	30-Nov-1962	151,334.00	1816008
194	001194	04-Apr-1965	113,228.00	1358736
195	001195	01-Nov-1964	171,970.00	2063640
196	001197	01-Feb-1966	249,644.00	2995728
197	001199	23-Jul-1965	192,034.00	2304408
198	001201	01-Jan-1969	36,620.00	439440
199	001202	01-Jan-1969	59,715.00	716580
200	001204	28-Jul-1962	151,334.00	1816008
201	001207	01-Feb-1965	412,988.00	4955856
202	001208	24-May-1965	151,334.00	1816008

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
203	001215	01-Apr-1961	171,970.00	2063640
204	001216	13-May-1970	50,200.00	602400
205	001217	29-Sep-1969	36,542.00	438504
206	001224	24-Dec-1962	35,154.00	421848
207	001226	18-May-1969	53,744.00	644928
208	001227	01-Jan-1962	53,744.00	644928
209	001228	23-May-1966	79,812.00	957744
210	001229	21-Aug-1959	171,970.00	2063640
211	001231	01-Jan-1970	35,154.00	421848
212	001233	30-Apr-1970	69,287.00	831444
213	001237	01-Jan-1962	25,465.00	305580
214	001238	01-Jan-1970	53,744.00	644928
215	001241	21-Sep-1969	51,972.00	623664
216	001242	01-Jan-1970	34,205.00	410460
217	001246	01-Jan-1968	59,715.00	716580
218	001248	22-Jun-1969	53,744.00	644928
219	001251	28-Feb-1964	51,972.00	623664
220	001254	01-Jan-1962	50,200.00	602400
221	001256	01-Jan-1968	59,715.00	716580
222	001259	01-Jan-1968	59,715.00	716580
223	001261	22-Aug-1969	69,436.00	833232
224	001267	06-Aug-1969	46,255.00	555060
225	001269	01-Jan-1962	43,101.00	517212
226	001271	01-Jan-1971	49,872.00	598464
227	001272	01-Jan-1970	49,875.00	598500
228	001275	04-Apr-1966	90,695.00	1088340
229	001276	01-Jan-1963	151,334.00	1816008
230	001280	29-Apr-1967	47,832.00	573984
231	001282	21-Jun-1963	55,778.00	669336
232	001286	01-Jul-1969	39,948.00	479376
233	001287	29-Jun-1964	46,657.00	559884
234	001289	01-Jan-1962	35,413.00	424956
235	001291	01-Jan-1967	51,972.00	623664
236	001292	01-Jan-1964	42,092.00	505104
237	001293	11-Nov-1965	39,317.00	471804
238	001294	12-Sep-1966	57,746.00	692952
239	001296	01-Aug-1967	50,200.00	602400
240	001299	01-Jan-1964	78,736.00	944832
241	001303	01-Jan-1963	46,255.00	555060
242	001304	01-Jan-1972	51,841.00	622092
243	001309	20-Sep-1968	67,147.00	805764
244	001315	22-Aug-1972	53,744.00	644928
245	001317	01-Jan-1965	44,678.00	536136
246	001327	08-Dec-1968	113,228.00	1358736
247	001329	15-Aug-1962	151,334.00	1816008
248	001333	22-Jun-1966	113,228.00	1358736
249	001337	01-Jan-1969	42,092.00	505104
250	001338	01-Jan-1967	47,832.00	573984
251	001339	30-Nov-1967	67,147.00	805764
252	001341	10-Feb-1962	57,746.00	692952
253	001347	27-Mar-1969	47,832.00	573984

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
254	001349	01-Jan-1966	69,436.00	833232
255	001350	01-Jan-1965	53,744.00	644928
256	001353	29-Jul-1972	77,181.00	926172
257	001354	01-Jan-1974	53,744.00	644928
258	001356	17-Dec-1969	151,334.00	1816008
259	001363	01-Jan-1966	57,746.00	692952
260	001365	11-Oct-1968	46,255.00	555060
261	001367	21-Jan-1967	47,832.00	573984
262	001372	01-Jan-1967	44,678.00	536136
263	001374	01-Jan-1974	53,744.00	644928
264	001378	05-Mar-1970	154,962.00	1859544
265	001380	01-Nov-1970	59,715.00	716580
266	001382	15-Jan-1968	113,228.00	1358736
267	001390	01-Jan-1973	59,715.00	716580
268	001393	01-Apr-1969	79,812.00	957744
269	001394	01-Jan-1968	77,181.00	926172
270	001395	09-Sep-1969	53,744.00	644928
271	001396	07-Oct-1961	59,715.00	716580
272	001397	01-Jan-1968	46,255.00	555060
273	001400	01-Jan-1962	53,744.00	644928
274	001401	12-Dec-1966	59,715.00	716580
275	001402	10-Dec-1968	47,832.00	573984
276	001403	01-Jan-1967	42,092.00	505104
277	001404	01-Jan-1968	51,972.00	623664
278	001405	05-Apr-1968	50,200.00	602400
279	001406	01-Jan-1962	42,092.00	505104
280	001407	11-Oct-1961	57,746.00	692952
281	001408	01-Jan-1969	67,147.00	805764
282	001409	01-Jan-1973	53,809.00	645708
283	001413	01-Jan-1974	79,812.00	957744
284	001415	01-Jan-1965	79,812.00	957744
285	001416	16-Jun-1968	59,715.00	716580
286	001417	01-Jan-1972	64,858.00	778296
287	001433	28-Mar-1968	171,970.00	2063640
288	001437	01-Mar-1969	151,334.00	1816008
289	001438	10-Oct-1969	166,300.00	1995600
290	001442	29-Aug-1970	166,300.00	1995600
291	001444	19-Sep-1968	171,970.00	2063640
292	001456	01-Jan-1971	51,972.00	623664
293	001457	01-Jan-1968	44,885.00	538620
294	001458	01-Jan-1975	44,885.00	538620
295	001461	01-Jan-1964	44,885.00	538620
296	001462	01-Jan-1969	44,885.00	538620
297	001463	01-Jan-1964	44,885.00	538620
298	001467	18-Aug-1968	81,725.00	980700
299	001468	09-Feb-1971	87,705.00	1052460
300	001469	23-Jun-1966	151,334.00	1816008
301	001470	22-Sep-1976	43,101.00	517212
302	001473	10-Jan-1970	36,620.00	439440
303	001475	11-Aug-1964	101,905.00	1222860
304	001477	01-Jan-1964	37,929.00	455148

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
305	001479	01-Jan-1975	40,704.00	488448
306	001480	01-Jan-1964	249,644.00	2995728
307	001481	11-Nov-1969	47,832.00	573984
308	001483	26-Aug-1968	101,905.00	1222860
309	001484	16-Sep-1973	53,744.00	644928
310	001486	01-Jan-1972	37,317.00	447804
311	001489	01-Jan-1963	42,092.00	505104
312	001494	01-Jan-1971	53,744.00	644928
313	001495	01-Jan-1969	57,746.00	692952
314	001496	01-Jan-1961	151,334.00	1816008
315	001497	11-Mar-1962	57,746.00	692952
316	001498	01-Jan-1973	42,092.00	505104
317	001501	22-Jun-1973	47,904.00	574848
318	001504	01-Jan-1976	42,092.00	505104
319	001507	01-Jan-1971	59,715.00	716580
320	001509	01-Jan-1973	35,154.00	421848
321	001511	17-Jul-1966	59,715.00	716580
322	001512	20-Mar-1976	59,715.00	716580
323	001514	01-Jan-1965	59,715.00	716580
324	001515	01-Jan-1974	34,205.00	410460
325	001516	01-Jan-1962	59,715.00	716580
326	001517	01-Jan-1971	51,841.00	622092
327	001518	01-Jul-1962	39,317.00	471804
328	001519	01-Jan-1970	47,832.00	573984
329	001522	01-Dec-1972	53,809.00	645708
330	001527	17-Nov-1973	36,620.00	439440
331	001529	01-Jan-1971	101,905.00	1222860
332	001530	01-Jan-1973	46,255.00	555060
333	001533	14-Mar-1972	41,525.00	498300
334	001534	15-Sep-1966	90,695.00	1088340
335	001536	12-Jul-1974	51,841.00	622092
336	001538	05-Nov-1973	57,746.00	692952
337	001540	01-Jan-1973	35,154.00	421848
338	001541	01-Jan-1971	50,200.00	602400
339	001543	14-Apr-1974	78,736.00	944832
340	001547	01-Jan-1966	51,972.00	623664
341	001548	01-Jan-1971	69,436.00	833232
342	001549	01-Jan-1975	59,715.00	716580
343	001551	16-Dec-1966	42,092.00	505104
344	001553	03-May-1974	55,778.00	669336
345	001554	08-May-1976	151,334.00	1816008
346	001555	01-Jan-1964	39,317.00	471804
347	001558	20-Sep-1970	59,715.00	716580
348	001561	23-Feb-1974	69,436.00	833232
349	001562	12-Nov-1972	59,715.00	716580
350	001564	01-Jan-1962	42,092.00	505104
351	001565	01-Jan-1977	53,744.00	644928
352	001566	13-Oct-1963	59,715.00	716580
353	001567	01-Jan-1977	90,695.00	1088340
354	001568	09-Feb-1978	47,832.00	573984
355	001569	01-Jan-1970	51,841.00	622092

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
356	001570	01-Jan-1974	36,620.00	439440
357	001571	01-Jan-1976	51,972.00	623664
358	001572	01-Jan-1970	50,200.00	602400
359	001575	13-May-1974	47,832.00	573984
360	001577	11-Apr-1976	42,092.00	505104
361	001579	01-Jan-1974	32,998.00	395976
362	001580	01-Jan-1972	42,092.00	505104
363	001582	09-Jan-1974	44,678.00	536136
364	001583	30-Mar-1975	59,715.00	716580
365	001585	20-Oct-1976	67,147.00	805764
366	001586	01-Jan-1977	53,744.00	644928
367	001587	06-Dec-1974	42,092.00	505104
368	001589	01-Jan-1974	47,832.00	573984
369	001590	01-Jan-1976	51,972.00	623664
370	001591	01-Jan-1978	48,428.00	581136
371	001592	13-May-1969	42,092.00	505104
372	001593	01-Jan-1974	42,092.00	505104
373	001595	01-Jan-1970	53,744.00	644928
374	001596	01-Jan-1975	42,092.00	505104
375	001597	01-Jan-1978	77,181.00	926172
376	001600	01-Jan-1974	53,744.00	644928
377	001601	01-Sep-1973	53,744.00	644928
378	001603	01-Jan-1972	69,436.00	833232
379	001605	11-Aug-1973	48,428.00	581136
380	001606	01-Jan-1972	71,919.00	863028
381	001610	01-Jan-1973	53,744.00	644928
382	001614	01-Jan-1974	46,657.00	559884
383	001615	01-Jan-1968	53,744.00	644928
384	001616	01-Jan-1974	44,678.00	536136
385	001617	01-Jan-1970	90,695.00	1088340
386	001621	01-Jan-1974	51,841.00	622092
387	001624	01-Jan-1975	46,255.00	555060
388	001625	01-Jan-1975	48,428.00	581136
389	001626	01-Jan-1974	90,695.00	1088340
390	001629	01-Jan-1970	51,841.00	622092
391	001630	01-Jan-1974	42,092.00	505104
392	001631	18-Aug-1974	90,695.00	1088340
393	001633	01-Jan-1973	39,317.00	471804
394	001637	24-Nov-1973	47,832.00	573984
395	001638	10-Sep-1971	47,832.00	573984
396	001640	01-Jan-1970	51,972.00	623664
397	001641	08-Oct-1974	84,715.00	1016580
398	001642	01-Jan-1974	47,832.00	573984
399	001644	01-Jan-1975	46,657.00	559884
400	001647	01-Jan-1971	28,612.00	343344
401	001648	01-Jan-1974	42,092.00	505104
402	001649	01-Jan-1972	36,620.00	439440
403	001651	01-Jan-1962	44,678.00	536136
404	001653	01-Jan-1973	50,200.00	602400
405	001654	01-Jan-1976	53,744.00	644928
406	001657	01-Jan-1973	69,436.00	833232

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
407	001658	01-Jan-1978	42,092.00	505104
408	001659	01-Jan-1961	57,746.00	692952
409	001661	01-Jan-1977	90,695.00	1088340
410	001662	01-Jan-1977	59,715.00	716580
411	001663	25-Sep-1976	51,841.00	622092
412	001664	01-Jan-1972	51,841.00	622092
413	001666	01-Jan-1975	47,832.00	573984
414	001667	01-Jan-1977	57,746.00	692952
415	001668	01-Jan-1974	90,695.00	1088340
416	001670	01-Jan-1977	53,809.00	645708
417	001671	01-Mar-1970	47,832.00	573984
418	001679	02-Jul-1970	53,744.00	644928
419	001680	01-Jan-1969	59,715.00	716580
420	001683	30-Dec-1962	53,744.00	644928
421	001684	17-Nov-1976	37,929.00	455148
422	001686	01-Jan-1975	32,998.00	395976
423	001693	01-Jan-1970	39,317.00	471804
424	001694	23-Mar-1972	44,678.00	536136
425	001696	01-Nov-1977	57,746.00	692952
426	001697	12-Dec-1974	79,812.00	957744
427	001702	22-Sep-1974	53,740.00	644880
428	001704	01-Jan-1967	47,832.00	573984
429	001705	28-Dec-1963	78,736.00	944832
430	001706	21-Dec-1978	44,885.00	538620
431	001708	01-Jan-1975	26,432.00	317184
432	001709	21-Jul-1977	78,736.00	944832
433	001712	14-Dec-1972	37,929.00	455148
434	001714	14-Oct-1973	43,101.00	517212
435	001716	01-Jul-1978	59,715.00	716580
436	001717	01-Jan-1975	53,744.00	644928
437	001718	16-Jul-1978	51,972.00	623664
438	001719	01-Jan-1978	48,428.00	581136
439	001721	01-Jan-1972	53,809.00	645708
440	001723	01-Jan-1975	69,287.00	831444
441	001724	01-Jan-1963	44,678.00	536136
442	001725	01-Jan-1968	51,841.00	622092
443	001727	01-Jan-1978	48,428.00	581136
444	001729	01-Jan-1975	77,181.00	926172
445	001733	01-Apr-1974	44,678.00	536136
446	001735	01-Jan-1977	39,317.00	471804
447	001738	01-Jan-1977	42,092.00	505104
448	001739	01-Jan-1975	36,542.00	438504
449	001740	01-Jan-1976	36,620.00	439440
450	001742	01-Jan-1975	47,832.00	573984
451	001746	19-Oct-1968	50,200.00	602400
452	001747	01-Jan-1972	44,678.00	536136
453	001748	06-Sep-1974	67,147.00	805764
454	001750	01-Jan-1973	47,832.00	573984
455	001751	01-Jan-1974	53,744.00	644928
456	001752	01-Jan-1978	37,929.00	455148
457	001754	01-May-1978	59,715.00	716580

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
458	001755	01-Jan-1965	79,812.00	957744
459	001758	01-Jan-1972	36,620.00	439440
460	001759	01-Jan-1972	51,972.00	623664
461	001760	01-Mar-1973	47,832.00	573984
462	001762	01-Jan-1962	42,092.00	505104
463	001763	01-Jan-1977	79,812.00	957744
464	001764	29-Jun-1968	42,092.00	505104
465	001766	01-Jan-1968	46,255.00	555060
466	001769	11-Jun-1978	42,092.00	505104
467	001772	01-Jan-1975	48,428.00	581136
468	001773	01-Jan-1962	53,744.00	644928
469	001781	01-Jan-1965	55,778.00	669336
470	001783	01-Jan-1978	59,715.00	716580
471	001785	01-Jan-1974	51,841.00	622092
472	001787	01-Jan-1974	69,436.00	833232
473	001788	04-Feb-1974	42,092.00	505104
474	001790	01-Jan-1976	90,695.00	1088340
475	001792	12-Oct-1965	53,809.00	645708
476	001793	01-Jan-1968	53,809.00	645708
477	001794	20-May-1977	46,255.00	555060
478	001796	11-Dec-1976	53,744.00	644928
479	001797	01-Jan-1973	53,809.00	645708
480	001799	01-Jan-1974	36,620.00	439440
481	001800	21-Nov-1974	35,154.00	421848
482	001801	11-Dec-1972	51,972.00	623664
483	001825	25-Jun-1966	79,812.00	957744
484	001842	26-Jun-1973	151,334.00	1816008
485	001843	04-May-1969	46,255.00	555060
486	001844	08-Dec-1977	59,715.00	716580
487	001863	08-Mar-1967	46,255.00	555060
488	001877	20-Jul-1973	47,832.00	573984
489	001926	01-Jan-1962	37,929.00	455148
490	001928	01-Jan-1972	47,832.00	573984
491	001930	01-Jan-1962	44,678.00	536136
492	001934	04-Mar-1977	42,092.00	505104
493	001937	01-Jan-1973	36,620.00	439440
494	001948	23-Nov-1977	79,812.00	957744
495	001960	15-Apr-1973	79,812.00	957744
496	001962	16-Jan-1973	59,715.00	716580
497	001964	07-Apr-1974	40,704.00	488448
498	001967	01-Jan-1973	43,101.00	517212
499	001974	01-Jan-1974	37,929.00	455148
500	001977	26-Sep-1974	192,034.00	2304408
501	001980	01-Jan-1967	51,841.00	622092
502	001981	01-Jan-1967	53,744.00	644928
503	001982	22-Jun-1979	87,705.00	1052460
504	001983	08-Jan-1975	160,631.00	1927572
505	001984	10-Jun-1976	151,334.00	1816008
506	001985	16-Jun-1978	151,334.00	1816008
507	001993	18-Aug-1978	149,293.00	1791516
508	001994	24-Aug-1975	154,962.00	1859544

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
509	001995	25-May-1980	151,334.00	1816008
510	002000	16-Feb-1979	84,715.00	1016580
511	002001	06-Dec-1979	41,525.00	498300
512	002007	13-Jan-1981	101,905.00	1222860
513	002009	23-Sep-1984	36,620.00	439440
514	002010	20-Jun-1973	44,678.00	536136
515	002012	24-Aug-1979	69,436.00	833232
516	002017	13-Nov-1974	69,436.00	833232
517	002019	12-Dec-1963	32,998.00	395976
518	002020	14-Dec-1982	32,998.00	395976
519	002021	10-Oct-1974	37,929.00	455148
520	002024	27-Jun-1983	77,181.00	926172
521	002025	06-Feb-1969	367,560.00	4410720
522	002027	26-Dec-1980	166,300.00	1995600
523	002028	01-May-1982	171,970.00	2063640
524	002029	01-Jan-1982	151,334.00	1816008
525	002030	12-Mar-1980	151,334.00	1816008
526	002032	23-Jun-1981	90,695.00	1088340
527	002033	14-Sep-1983	151,334.00	1816008
528	002034	26-Mar-1986	64,025.00	768300
529	002035	24-Aug-1977	154,962.00	1859544
530	002036	01-Apr-1980	116,410.00	1396920
531	002037	15-May-1972	151,334.00	1816008
532	002038	03-Nov-1978	90,695.00	1088340
533	002039	23-Oct-1977	90,695.00	1088340
534	002040	10-Jul-1984	90,695.00	1088340
535	002041	24-Aug-1982	151,334.00	1816008
536	002043	15-Dec-1980	90,695.00	1088340
537	002044	12-May-1985	90,695.00	1088340
538	002045	26-Dec-1980	90,695.00	1088340
539	002046	23-Nov-1980	90,695.00	1088340
540	002048	09-Sep-1977	35,413.00	424956
541	002049	12-Nov-1984	77,181.00	926172
542	002050	24-Apr-1987	48,428.00	581136
543	002051	28-Oct-1984	37,929.00	455148
544	002052	04-Jan-1986	79,812.00	957744
545	002053	28-Nov-1978	143,623.00	1723476
546	002054	10-Jun-1986	90,695.00	1088340
547	002055	25-May-1978	79,812.00	957744
548	002056	02-Feb-1983	151,334.00	1816008
549	002057	25-Oct-1984	151,334.00	1816008
550	002058	10-Jun-1986	90,695.00	1088340
551	002059	29-Sep-1984	146,344.00	1756128
552	002061	24-Apr-1986	90,695.00	1088340
553	002063	13-Jun-1982	151,334.00	1816008
554	002064	30-Jun-1983	90,695.00	1088340
555	002065	20-Apr-1982	151,334.00	1816008
556	002068	04-Nov-1984	146,344.00	1756128
557	002071	19-Jan-1978	146,344.00	1756128
558	002072	06-Jul-1986	90,695.00	1088340
559	002073	04-Jun-1982	90,695.00	1088340

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
560	002074	31-Mar-1986	90,695.00	1088340
561	002075	22-Apr-1981	87,705.00	1052460
562	002077	04-Jul-1986	87,705.00	1052460
563	002079	08-Dec-1986	53,809.00	645708
564	002080	12-Dec-1984	48,428.00	581136
565	002081	04-Aug-1984	48,428.00	581136
566	002082	05-Feb-1985	46,255.00	555060
567	002083	01-Mar-1986	67,147.00	805764
568	002085	02-May-1986	57,991.00	695892
569	002086	28-Nov-1983	35,154.00	421848
570	002087	09-Nov-1987	69,287.00	831444
571	002088	17-Feb-1978	67,147.00	805764
572	002089	08-Jul-1978	42,092.00	505104
573	002090	01-Jan-1987	77,181.00	926172
574	002091	23-Aug-1988	77,181.00	926172
575	002092	01-Jan-1978	39,317.00	471804
576	002093	10-Aug-1985	34,205.00	410460
577	002094	12-Dec-1978	87,705.00	1052460
578	002095	18-Jan-1980	37,929.00	455148
579	002096	24-Oct-1988	44,678.00	536136
580	002097	16-Nov-1981	91,827.00	1101924
581	002099	01-Jan-1991	39,948.00	479376
582	002100	01-Jan-1980	39,317.00	471804
583	002102	01-Jan-1974	53,413.00	640956
584	002103	24-Dec-1986	49,872.00	598464
585	002104	10-Feb-1982	47,832.00	573984
586	002106	27-Jan-1987	35,154.00	421848
587	002107	01-Jan-1984	44,885.00	538620
588	002108	27-Jul-1993	47,832.00	573984
589	002109	12-Jun-1985	39,317.00	471804
590	002110	03-Oct-1981	55,778.00	669336
591	002111	11-Apr-1986	43,113.00	517356
592	002112	29-Aug-1983	44,885.00	538620
593	002113	10-Sep-1984	55,778.00	669336
594	002114	27-Dec-1989	44,885.00	538620
595	002115	18-May-1986	40,704.00	488448
596	002116	31-Dec-1985	55,778.00	669336
597	002117	21-Sep-1987	39,317.00	471804
598	002118	28-Aug-1982	39,948.00	479376
599	002119	15-May-1981	42,092.00	505104
600	002120	31-Mar-1985	40,704.00	488448
601	002121	24-Mar-1986	43,113.00	517356
602	002122	14-Feb-1985	40,704.00	488448
603	002123	01-Jan-1985	40,704.00	488448
604	002124	12-Dec-1981	43,101.00	517212
605	002125	14-Jan-1970	35,413.00	424956
606	002126	12-Oct-1988	69,436.00	833232
607	002127	26-Dec-1984	40,704.00	488448
608	002128	01-Jan-1977	39,317.00	471804
609	002129	15-Apr-1986	53,413.00	640956
610	002130	25-Jan-1987	66,656.00	799872

NO.	PER/NO	Date Of Birth	Basic salary per month	ANNUAL
611	002133	08-Dec-1988	77,181.00	926172
612	002134	08-May-1987	71,919.00	863028
613	002136	20-May-1980	84,715.00	1016580
614	002138	26-Dec-1984	32,998.00	395976
615	002139	08-May-1988	44,678.00	536136
616	002140	25-Sep-1990	46,657.00	559884
617	002141	01-Jan-1992	32,998.00	395976
618	002142	01-Jul-1984	67,147.00	805764
619	002147	02-Sep-1989	74,550.00	894600
620	002148	15-Nov-1985	71,919.00	863028
621	002149	20-Jan-1991	71,919.00	863028
622	002150	14-Apr-1992	71,919.00	863028
623	002151	30-Sep-1992	71,919.00	863028
624	002152	21-Mar-1991	71,919.00	863028
625	002154	07-Apr-1984	81,725.00	980700
626	002155	12-Jul-1991	91,827.00	1101924
627	002157	05-Jul-1981	81,725.00	980700
628	002158	21-Feb-1992	71,919.00	863028
629	002160	16-Jan-1981	62,569.00	750828
630	002161	13-Mar-1986	69,287.00	831444
631	002163	02-Oct-1984	241,414.00	2896968
632	002164	04-Jun-1982	186,485.00	2237820
633	002165	26-Sep-1987	75,746.00	908952
634	002166	02-Jan-1978	35,154.00	421848
635	002167	05-Aug-1988	66,656.00	799872
636	002168	01-Jan-1984	75,746.00	908952
637	002170	30-Nov-1988	39,948.00	479376
638	002171	01-Mar-1983	44,885.00	538620
639	002172	14-Jul-1987	44,885.00	538620
640	002173	30-Nov-1985	66,656.00	799872
641	002174	01-Jan-1982	39,948.00	479376
642	002175	27-Nov-1986	57,991.00	695892
643	002176	25-Oct-1979	66,656.00	799872
644	002177	18-Jun-1993	66,656.00	799872
645	002178	12-Sep-1989	66,656.00	799872
646	002180	23-Oct-1993	66,656.00	799872
647	002181	01-Jan-1987	66,656.00	799872
648	002182	05-Jun-1991	66,656.00	799872
649	002183	12-Dec-1986	66,656.00	799872
650	002184	23-Aug-1988	75,746.00	908952
				525,412,740.00
	Contract Employees			
1	29	23.July 1958	29,918	359016
2	30	01.January 1977	29,918	359016
				718032
				526,130,772.00

(1) 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 group life insurance certificates are received in Kenya Marine & Fisheries Research offices, within 12 hours upon request.

(2) 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 IV- TENDERING FORMS

1. Form of Tender

INSTRUCTIONS TO TENDERERS

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

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

ITT No.: _____ [insert number of ITT process]

To: _____ [insert complete name of Procuring Entity]

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

SCHEDULE OF TENDERED ITEMS ND PRICES

1	2	3	4	5	6	7
No of items to be insured	Brief Description of the item to be insured	Value of items to be insured	Insured Period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No1	Group Life Insurance Covers		1 years			
No 2						
No 3						

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

Name of Recipient	Address	Reason	Amount

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

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

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the

procurement process and the execution of any resulting contract.

- (f) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- I) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

Signatureofthepersonnamedabove:.....[insertsignatureofpersonwhosenameandcapacityareshownab

ove] Datesigned:.....[insertdateofsigning]dayof[insertmonth],[insertyear].

A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

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

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned

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

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned

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

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

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
	Tenderer has the same legal representative as another tenderer		
	Tenderer has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or

Designation _____

(Signature)

(Date)

B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____ Title _____ Date _____
_____ [Name, title and

signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS

FORM SD1

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

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

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

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

Bidder Official Stamp

FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/ Director of.....(insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and /or employees and /or agents of..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is dep one d to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized

signatory.....

Sign.....

Position.....

Office address.....

Telephone..... E-

mail.....

Name of the Firm/Company.....

Date.....

...

(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

.

D. APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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

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

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

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

SCHEDULE OF PRICES FORM

[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns1-4and the Tenderer shall complete columns 5-7ashis /her Tender].

1	2	3		4	5	6	7
No of i be insu	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insuranc e period	Insurance Premium per specified period (Tender Price)	Price discount any)	Total Tender for Insurance Service (Col5-6)
No1							
No 2							
No 3							

Name of Tenderer*[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

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

TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"> • • •
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

QUALIFICATION INFORMATION

1.1 Constitution or legal status of Tenderer:[attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Tender: [attach]

1.2 Total annual volume of services performed in five years, in the internationally traded currency specified **in the TDS**:[insert]

1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured & name of country	Name of Procuring Entity and contact person	Type of Services provided and year completion	Value of contract
(a)			
(b)			

1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.

1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) _____

b) _____

1.7 Statement of compliance with the requirements of ITT 4.2.

1.8 information required _____ Any additional

NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

For the attention of Tenderer's Authorized Representative Name:

[insert Authorized Representative's name]

Address:*[insert Authorized Representative's Address]*

Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*

Email Address:*[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:*[insert the name of the Procuring Entity]*

Contract title:*[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- c) Request a debriefing in relation to the evaluation of your Tender, and/or
- d) Submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Tenderers are listed below.

1	2	3	3
No of item insured	Description of Item	Name of Tenderer	Tender Price
No1			
No 2			
No3			

2. Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

1	2	3	3
No of item insured	Description of Item	Name of Tenderer	Tender Price
No1			
No 2			

No3			
-----	--	--	--

3. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:.....[insert full name of person, if applicable]
Title/position:[insert title/position]
Agency:.....[insert name of Procuring Entity]
Email address:.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

4. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[insert full name of person, if applicable]
Title/position:.....[insert title/position]
Agency:.....[insert name of Procuring Entity]
Email address:.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be

refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke

[insert date]
(local time).
info@ppra.go.ke
e or

5. Standstill Period DEADLINE: The Standstill Period is due to end at midnight on

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

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

On behalf of the Procuring Entity:

Signature: _____ **Name: Title/position:** _____

_____ **Telephone:** _____

_____ **Email:** _____

6. NOTIFICATION OF AWARD-FORMOF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature

.....

Name and Title of Signatory :.....

Name of Agency:.....

Attachment: Contract

Form of Contract

[Form head paper of the Procuring Entity]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

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

7. FORM OF TENDER SECURITY(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]
[Guarantor Form head or SWIFT identifier code]

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:.....*[Insert identification No if this is a Tender for an alternative]* **Date:**.....*[Insert date of issue]* **TENDER GUARANTEE No.:**.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members there of]* (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee..

At the request of the Applicant, we, as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

8 FORM OF TENDER SECURITY (TENDER BOND)*[The Surety shall fill in this Tender Bond Form in*

accordance with the instructions indicated.] BOND NO. _____

BY THIS BOND..... *[name of Tenderer]* as Principal (hereinafter called “the Principal”), and*[name, legal title, and address of surety]*, **authorized to transact business in Kenya**, as Surety (here in after called“ the Surety”), are held and firmly bound un to.....*[name of Procuring Entity]* as Ob li gee (here in after called “the Procuring Entity”) in the sum of.....*[amount of Bond']**[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and as signs, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ Day of _____, 20_____, for the supply of *[name of Contract]* (hereinafter called the “Tender”). NOW, THERE FORE,

THE CONDITION OF THIS OBLIGATION is such that if the Principal:

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

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

The Surety here by agrees that its obligation will remain in full force and effect up to and including the date 28days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension there to provide by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in the irrespective names this _____ day of _____ 20_____.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹The amount of the Bond shall be denominated in Kenya Shillings or the equivalent amount in a freely convertible currency.

FORM OF TENDER-SECURING DECLARATION

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

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

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

Signed:..... Capacity

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

Name:..... Duly

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

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

Seal or stamp

II – SCHEDULE OF INSURANCE REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

1. Objectives

The objectives of the Schedule of Requirements are:

- a) To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing **Insurance Policies.**

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

2. List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

- 1. Insurance Item N 1. Office Building (Give full Descriptions of the required item to be insured) and contingencies to be covered.

Name and location of the building _____

_____ *Number of*

Floors _____ *Estimated area*

of _____ *square meters*

Complete

with _____ *Constructed*

of _____

_____ *Estimated*

value _____

_____ *Contingencies to be*

insured _____ *(fire, earthquake/hurricane, civil riot, etc.) Etc.*

- 2. Insurance Item N10. Goods on transit (Give full Descriptions of the required Goods).

Goods

*Value of the
Goods*

*Location where they
are*

*Final
destination*

*Mode of
transport*

*Duration of
transport*

*Percentage of value of Goods to be
covered*

Contingencies to be insured _____ *(fire, theft, loss of a sinking vessel,
etc.) Etc.*

3. SCHEDULE OF REQUIREMENTS

[The Procuring Entity shall fill in this Form to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4] and the Tenderer shall complete columns 5- 7 as his/her Tender].

1	2	3	4	5	6	7	8
No of items to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (any)	Total Tender Price for Insurance Service (Col. 6-7)
No 1							
No 2							
No 3							

Name of Tenderer.....*[insert complete name of Tenderer]*

Signature of Tenderer.....*[signature of person signing the Tender]*

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

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

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

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

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment 1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.21 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2.2 Duration and Commencement of Services The Commencement date and duration of the insurance cover shall be **specified in the SCC**.

2.3. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4 Force Majeure

2.4.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.4.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through

(d) Of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3. Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

5 Obligations of the Procuring Entity

5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

6 Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

6.2 Contract Price

The price payable is set forth in the SCC.

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC**.

6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

8 Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

- 8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.
- 8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:
- i) Law Society of Kenya, or
 - ii) Chartered Institute of Arbitrators (Kenya Branch), or
 - iii) Insurance Institute of Kenya, or
 - iv) The Actuarial Society of Kenya.
- 8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

- 8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

- 8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p>The Parties to the Contract are:</p> <p>The Procuring Entity is _____</p> <p>The Insurance Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>For notices, the Procuring Entity's address shall be:</p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Postal address (full postal address)</p> <p>Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>)</p> <p>Telephone: <i>[include telephone number, including country and city codes]</i></p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p> <p>For the Insurance Provider: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date _____</p> <p>Completion or Expiry Date _____</p> <p>Duration of the coverage _____</p>
3.2.3	<p>After the termination of this Contract, the activities are:</p> <p>_____</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 –6.4	<p>Contract Price is _____</p> <p>The price shall be made in one lumpsum on contract signature or the price shall be made on monthly installments of _____</p>
6.4	<p>Interest shall be paid to the Insurance Provider for each day of delayed payment at the rate of _____ % per month.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows: <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p>(i) <i>If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

APPENDIX TO THE CONTRACT

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

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