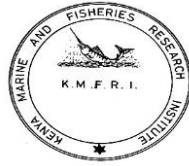


# KENYA MARINE AND FISHERIES RESEARCH INSTITUTE



## TENDER NOTICE

### TENDER No. KMF/HQs/23/2020-2021:

### Provision of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members

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

S/No	Tender No.	Description of Service
1	KMF/HQs/23/2020-2021	Provision of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members

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

The Director, Kenya Marine and Fisheries Research Institute

East African Time: 0900 to 1500 hours.

Silos Road, English Point - Mkomani

MOMBASA. Email: [kmfriprocurement@kmfri.go.ke](mailto:kmfriprocurement@kmfri.go.ke) / [supplies@kmfri.go.ke](mailto: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 **15<sup>th</sup> April, 2020 at 10.00 am.**

(v) Additional Qualifications requirements include:

- (a) Audited Statements of accounts for financial year 2018/2019/2020
- (b) Proof of similar contracts in scope and value
- (c) Certificate(s) of incorporation
- (d) Valid tax compliance certificate

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

<b><i>Contract No</i></b>	<b><i>Description of the Contract</i></b>	<b><i>Bid Security Amount in KES.</i></b>
KMF/HQs/23/2020-2021	Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members	<b>2% of Tender Sum</b>

Mr. Isack Owiti Kojo Ombwayo – MCIPS, MKISM  
Supply Chain Manager

**For: DIRECTOR GENERAL/KMFRI**

**29<sup>th</sup> March, 2021**

# Table of Contents

	<b>Page</b>
<b>INTRODUCTION</b> .....	4
Section I INVITATION FOR TENDERS.....	4
Section II INSTRUCTION TO TENDERERS .....	5
Appendix to instructions to bidders .....	17
Section III GENERAL CONDITIONS OF CONTRACT..... 21 .....	28
Section IV SPECIAL CONDITIONS OF CONTRACT .....	34
Section V SCHEDULE OF REQUIREMENTS .....	35
Section VI STANDARD FORMS .....	33
1.    FORM OF TENDER .....	35
2.    PRICE SCHEDULES.....	37
3.    CONTRACT FORM.....	38
4.    CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ....	39
5.    TENDER SECURITY FORM .....	40
6.    PERFORMANCE SECURITY FORM.....	41
7.    INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

## INTRODUCTION

- 1.1 This standard Tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to Tender notice and in the special conditions of contract. The final document to be provided to the Bidders should not have blank spaces or give options.
  - (b) The instructions to Bidders and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to Bidders respectively.
- 1.3 (a) Information contained in the invitation to Tender shall conform to the data and information in the Tender documents to enable potential Bidders to decide whether or not to participate in the Tender and shall indicate any important Tender requirements.
  - (c) The invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to Bidders who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the Tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.
  - IV. Delete name and address of PPOA.

## SECTION I - INVITATION FOR TENDERS

Date: 29<sup>th</sup> March, 2021

**TENDER REF. NO.** KMF/HQs/23/2020-2021 **TENDER NAME:** RENEWAL OF ANNUAL CONTRACT FOR MEDICAL INSURANCE COVER FOR KMFRI BOARD OF MANAGEMENT MEMBERS

- 1.1 The Kenya Marine and Fisheries Research Institute invites sealed Tenders from eligible candidates for Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members
- 1.2 Interested eligible candidates may obtain further information from and inspect the Tender documents from the office of the Head of Procurement Function at KMFRI Headquarters located at English Point Mkomani in Mombasa during normal working office hours (Monday–Friday).
- 1.3 A complete set of Tender document may be obtained by interested candidates from KMFRI-Headquarters or sent to your emails for down loading.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the Tender.
- 1.5 Completed Tender documents are to be enclosed in plain sealed envelopes, marked with the Tender number and name and be deposited in the Tender Box at Kenya Marine and Fisheries Research Institute, P.O. Box 81651-80100, Silos Road, English Point – Mkomani – MOMBASA OR be deposited into the Tender Box mounted at the entrance of the supplies office of Kenya Marine and Fisheries Research Institute situated at English point MOSC Wing, Mkomani, Mombasa on or before **15th April, 2021 at 10.00am**

SIGNED FOR:

Supply Chain Manager

**For: DIRECTOR GENERAL / KMFRI**

## SECTION II - INSTRUCTION TO BIDDERS

### Table of Clauses

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

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible Bidders**

- 2.1.1 This Invitation for Tenders is open to all Bidders eligible as described in the Appendix to Instructions to Bidders. Successful Bidders shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.
- 2.1.4 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

#### **(1) Cost of Tender**

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

#### **(2) Contents of Tender Document**

- 2.3.1 The Tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.
- (i) Instructions to Bidders
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form

- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

**(4) Clarification of Tender Documents**

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

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

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

**(5) Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of Tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender documents by issuing and addendum.

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

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

**2.6 Language of Tenders**

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



## 2.7. Documents Comprising the Tender

- 2.7.1 The Tender prepared by the Tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## 2.8. Form of Tender

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

## 2.9. Tender Prices

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

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

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

## 2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Bidders Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its Tender, documents establishing the Bidders eligibility to Tender and its qualifications to perform the contract if it's Tender is accepted.

- 2.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring entity's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The Tenderer shall furnish, as part of its Tender, a Tender security for the amount and form specified in the Appendix to Instructions to Bidders.

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

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

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

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

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

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

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

2.12.8 The Tender security may be forfeited:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity.
- (b) in the case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (ii) If the Tenderer reject correction of an arithmetic error in the Tender.

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 150 days after date of Tender opening pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its Tender.

## 2.14. Format and Signing of Tenders

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

### (iii) Sealing and Marking of Tenders

- 2.15.1 The Bidder shall seal the original and the copy of the Tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
  - (b) bear Tender number and name in the invitation to Tender and the words, “DO NOT OPEN BEFORE **15<sup>th</sup> April, 2020 at 10.00 am.**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the Tender’s misplacement or premature opening.

## 2.16. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **15<sup>th</sup> April, 2020 at 10.00 am.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Tenders by amending the Tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky Tenders which will not fit the Tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

(1) The Bidder may modify or withdraw its Tender after the Tender's submission, provided that written notice of the modification, including substitution or withdrawal of the Tenders, is received by the Procuring entity prior to the deadline prescribed for submission of Tenders.

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

2.17.3 No Tender may be modified after the deadline for submission of Tenders.

2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity. Withdrawal of a Tender during this interval may result in the Bidder's forfeiture of its Tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all Tenders thereafter

2.18.2 The Bidder's names, Tender modifications or withdrawals, Tender prices, discounts, and the presence or absence of requisite Tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the Tender opening, which will be submitted to Bidders that signed the Tender opening register and will have made the request.

### **(2) Clarification of Tenders**

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

2.19.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidders' Tender.

### **(3) Preliminary Examination and Responsiveness**

a.19.1 The Procuring entity will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

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

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

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

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

## **2.21. Conversion to single currency**

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

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

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

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

(4) operational plan proposed in the Tender;

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

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

(6) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders

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

#### (7) Deviation in payment schedule

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

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

#### **2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no Bidder shall contact the Procuring entity on any matter relating to its Tender, from the time of the Tender opening to the time the contract is awarded.

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

#### (8) Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily.

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

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

#### **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful Bidder whose Tender has been determined to be substantially responsive

and has been determined to be the lowest evaluated Tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

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

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

(9) The Procuring entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the Tenders is responsive, the Procuring entity shall notify each Bidder who submitted a Tender.

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

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

## **(10) Notification of Award**

2.27.1 Prior to the expiration of the period of Tender validity, the Procuring entity will notify the successful Bidder in writing that its Tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Bidder and the procuring entity pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their Tenders were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Tender security, pursuant to paragraph 2.12

## **(11) Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful Bidder that its Tender has been accepted, the Procuring entity will simultaneously inform the other Bidders that their Tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.

(12) The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

### **(13) Performance Security**

2.29.1 The successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful Bidder to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security, in which event the Procuring entity may make the award to the next lowest evaluated Tender or call for new Tenders.

### **(14) Corrupt or Fraudulent Practices**

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

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

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



## Appendix to Instructions to Bidders (ITT)

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

ITT Ref	Particulars of appendix to instructions to Bidders
2.1	Particulars of eligible tenderers: <b>Insurance Underwriters and Brokers Licensed by the Insurance Regulatory Authority and eligible to provide medical insurance cover business in Kenya</b>
2.2.2	Hard copy Tender documents will be issued at a cost no cost. Alternatively, The document can also be viewed and downloaded from your emails
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents required are Copies of: a) Certificate of Registration b) Certificate of valid Tax Compliance, in addition to meeting the undermentioned mandatory criteria.
2.12	The amount of Tender security required is <b>2% of Tender price</b> , shall remain valid for a period of 150 days from the date of Tender opening
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.</b>
2.13	Tender Validity shall be a Period of 150 days from the date of opening.
2.14.1	The Bidder must submit a combined technical and financial proposals
2.14.2	All pages of the Tender documents shall be signed and stumped by the person(s) signing the form of Tender.(All pages serialized)
2.16.3	Bulky Tender documents that cannot enter the slot of the Tender box shall be submitted directly to the Office of the KMFRI – Chief Supply Chain Management Officer’s office.
2.18.1	Time, date and place of Tender opening: <b>15th April, 2021 at 10.00 am</b> at Kenya Marine & Fisheries Research Institute’s Dolphin Conference Hall – HQS, Mombasa 1 <sup>st</sup> floor <b>OR</b> Thereafter
2.20	<b>PRELIMINARY EVALUATION CRITERIA</b> Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness
<b>REQUIREMENTS</b>	
<b>MUST PROVIDE</b>	
a) Must be registered as underwriters to provide medical cover with the Insurance Regulatory Authority for the year 2019-2020.	Evidence to be availed is a valid certificate
b) Submit copy of Certificate of Registration/Incorporation from the Registrar of Companies	Evidence to be availed is a valid certificate

c) Submit Valid Tax Compliance Certificate from Kenya Revenue Authority	Evidence to be availed is a valid certificate
d) Must submit completed Confidential Business	Evidence to be availed is a duly filled

Questionnaire in the format provided.	Confidential Business Questionnaire
e) Submit membership certificate for year 2020-2021 from the Association of Kenya Insurers (AKI).	Evidence to be availed is a valid certificate
f) Must Submit a sample policy document for the medical cover	Evidence to be availed is the sample policy document
g) Must attach a list of three largest medical insurance scheme accounts they currently cover and whose total premium must be more than Ksh 75 Million for the last one year	Evidence to be availed are the copies of the award letters or contracts
h) Must have done an annual premium of not less than Ksh 200 Million in 2019	Evidence to be availed are the 2019 of audited financial statement demonstrating that the requirement has been met
i) Must Submit a Tender Security of 2% of tender sum valid for 150 days after date of tender opening	Evidence to be availed is a valid tender security
j) Must fill the form of tender in the format provided	Evidence to be availed is a completed form of tender in the format provided
k) Must fill the price schedule in the format provided	Evidence to be availed is a completed price schedule in the format provided
l) Must fill the Anti-corruption form in the format provided	Evidence to be availed is a duly completed form
m) Must fill the Debarment form in the format	Evidence to be availed is a duly
n) Must have a bank guarantee of Kshs.3 Million deposited with the Commissioner of Insurance	Evidence to be availed is a valid copy
o) Must submit a copy of professional indemnity insurance cover of at least 100million	Evidence to be availed is a valid copy
p) Must have certificate of compliance from (National Social Security Fund (N.S.S.F)	submit evidence of remittance for the last three(3) months
Must have Certificate of compliance from National Hospital Insurance Fund (NHIF)	Evidence to be availed is a valid copy
Must Submit Valid single Business Permit	Evidence to be availed is a valid copy
Must indicate names and Citizenship of Directors / CR 12	Evidence to be availed is a valid copy
<b>PROVIDED</b>	<b>COMPLETED FORM</b>

1) Provide a list of all the exclusions under in-patient and out-patient. If the Scheme does not have any exclusions, please confirm the same in writing. If the list or the confirmation either is missing, then the bidder will be considered as having been non-responsive to this requirement and therefore disqualified.	Evidence list/Confirmation
2) Must complete Table 1 on Other Requirements which are provided in the tender document must be filled in the format provided.	Evidence is the duly completed Table 1.
<b><i>Any bidder who is not responsive to any of the Mandatory Requirements above will be eliminated from the entire evaluation process. Bidders who are Responsive to all the Requirements Shall proceed to Technical Evaluation.</i></b>	

<b>TABLE 1 OTHER REQUIREMENTS TO BE FILLED SIGNED AND STAMPED</b>		
<b>Tick as appropriate</b>	<b>COMPLIED</b>	<b>NOT COMPLIED</b>
1. Medical Cover must be for both In-patient and Outpatient as one package under one underwriter and no cost sharing.		
2. Conditions to be covered must include Chronic, Congenital, Pre-existing, HIV/AIDS, Ambulance and air evacuation, Maternity, Dental and Optical in both Inpatient and Out-patient and psychiatric treatment.		
3. Must provide Biometric Identification Systems at no addition premium.		
4. Proposed Scheme must allow for direct access to all the providers on the list without requiring members to first be attended at clinics managed by the underwriter or companies that are directly related to the underwriter		

SIGNED..... STUMPED .....

**TABLE 2**  
**TECHNICAL EVALUATION CRITERIA**  
**TO BE FILLED SIGNED AND STAMPED**  
**BR in column 3 below means Bidders response**  
**(Total Points 100)**

<b>REQUIREMENTS</b>	<b>Total Marks</b>	<b>BR</b>	<b>Marks Earned</b>
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the following hospitals in Any three of the following hospitals in Nairobi Nairobi Hospital, Mater Hospital, Aga Khan Hospital, Gertrude Hospital, MP Shah Hospital , Karen Hospital, Nairobi National Hospital Or any other in Nairobi,	6		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the following two hospitals in Mombasa <ul style="list-style-type: none"> <li>• Mombasa Hospital, Aga Khan Hospital Mombasa, Pandya Hospital, Mewa Hospital, Coast General/Referral Hospital or any other recognized hospital in Mombasa</li> </ul>	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Kisumu	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Nyanza	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Nyeri	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Lodwar	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Naivasha	2		
Submit letters/contract confirming credit facilities for the last one year (July 2019-June 2020) from the hospitals in Baringo	2		

SIGNED..... STUMPED .....

<input type="checkbox"/> <b>ALL THE 48 COUNTY'S HOSPITAL</b>				
Provide a country wide list of approved health providers where you have credit facilities (KMFRI reserves the right to confirm directly with these providers the existence of credit facilities). The list must include providers in all the 47 counties in Kenya. 1- 15 Counties-1 mark 16-30 Counties-2 Marks 30 and above Counties- 3 Marks		5		
Provide Audited Annual Financial statements for 2018, 2019 and 2020. Current ratio above 2:1 (2 marks) Current ratio between 1.5: and 2:1 (1 mark)		2		
Should facilitate Health Talks at least once every quarter.		6		
Provide Medical check for at least once annually. A. Full blood count, Random Blood Sugar, Urine Analysis, Stool Analysis (Providing everything in item, will Earn 1 Mark) B. HIV Screening, Chest X-ray. (Providing Item A Plus B will earn 2 marks) C. Liver Function Analysis, U/E/C's, Pap smear (female), Breast Examination (Female). (Providing Item A, B and C will earn 4 marks) D. PSA (male), Mammogram (female), Prostate Examination (male), Total Cholesterol Analysis, Electrocardiogram (ECG). (Providing Item A, B, C and D will earn 6 marks)		8		
Demonstration of a satisfactory management and execution plan		2		
Quality of Service provision, handling of underwriting and claims services as per our schedule of requirements.		6		
Evidence of Value Addition Services.		3		
Other concessions/Wider Coverage, e.g. better Extensions.		3		
Demonstrate quality of IT Systems in place		2		
Cash claims for areas not covered by provider network or where the attending doctor is not in the panel and if the patient has a long history with the doctor.		6		
Annual Sub-limit on in patient Chronic conditions.	Minimum must be Ksh. 1,000,000	<input type="checkbox"/> First Ksh 3,000,000 to earns 10 marks For each additional increase of a Ksh 500,000 will earn one mark	10	

SIGNED..... STUMPED .....

Annual Sub-limit on in-patient Psychiatric conditions.	Minimum must be Ksh 500,000	<input type="checkbox"/> First Ksh 500,000 to earns 4 marks <input type="checkbox"/> For each additional increase of a Ksh. 100,000 will earn one mark	4		
Annual sub-limit on inpatient congenital conditions/birth defects.	Minimum must be Ksh 500,000	<input type="checkbox"/> First Ksh 500,000 to earns 4 marks <input type="checkbox"/> For each additional increase of a Ksh. 50,000 will earn one mark	4		
Annual Sub-limit on in-patient Dental conditions.	Minimum must be Ksh. 200,000	<input type="checkbox"/> First Ksh 200,000 to earns 4 marks <input type="checkbox"/> For each additional increase of a Ksh. 10,000 will earn one mark	4		
Annual Sub-limit on inpatient optical conditions.	Minimum must be Ksh 200,000	<input type="checkbox"/> First Ksh 200,000 to earns 4 marks <input type="checkbox"/> For each additional increase of a Ksh 10,000 will earn one mark	4		
Annual sub-limit on combined outpatient dental and optical cover	Minimum must be Ksh 100,000	<input type="checkbox"/> First Ksh 200,000 to earns 4 marks For each additional increase of a Ksh <input type="checkbox"/> 5,000 will earn one mark	4		
Maternity Cover within in-patient	Minimum must be Ksh 150,000 and Ksh 200,000 for first caesarean operation	<input type="checkbox"/> First Ksh 150,000 and 200,000 to earns 4 marks <input type="checkbox"/> For each additional increase of a Ksh 10,000 will earn one mark	4		
Any other Sub-limits please indicate			3		

- Where a figure on sub-limit for the items above is not given, it is assumed that the limit is the overall cover limit and will earn full score. No changes on sub-limits that are to the disadvantage of the procuring entity can be introduced after the award
- A proposal on a figure below the above stated minimum will earn zero score.
- The sub-limit on outpatient dental and optical to be combined.
- For any other sub-limits on a condition not mentioned above the evaluation committee shall consider and award marks after comparing proposals from all the bidders who proceeded to technical evaluation stage.

<ul style="list-style-type: none"> <li>• For any bidder who have provided this service to KMFRI before, should they be successful in this tender they will enter into a new contract with the KMFRI and the cover benefits should not be limited in any way by tying them to the benefits that are currently existing to staff e.g limitation on spectacles to two years that take into account periods in the past covers.</li> <li>• KMFRI will make payments for the premium directly to the successful underwriter/Brokerage company.</li> <li>• To be eligible for the Financial Evaluation, a tenderer must score Seventy percent (70%) at the Technical Evaluation Stage.</li> </ul>
<p>Particulars of post – qualification if applicable. <b>KMFRI may inspect the premises and confirm details</b></p>
<p><b>FINANCIAL EVALUATION</b></p> <ol style="list-style-type: none"> <li>1. The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, Exclusion Clauses, and other pertinent terms and conditions of tender.</li> <li>2. The evaluation committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be Included in other costs in the proposal. In all cases, the total price of the bid as submitted shall prevail.</li> </ol>
<p>Award Criteria:  <b><i>Award will be made to the lowest evaluated bidder. The contract will be for a period of one year renewable subject to annual Satisfactory Performance review basis.</i></b></p>
<p>Particulars of performance security, <b>10% of contract sum</b></p>
<p>Complete as necessary.  Negotiations may be held with the tenderer with the lowest evaluated bidder, and upon successful negotiations will be awarded the contract. if negotiations fail with the tenderer with the lowest evaluated bidder, the bidder with the second lowest evaluated bidder will be invited by the Institution for negotiations, and upon successful negotiations, be awarded the tender.</p>

## SCHEDULE OF REQUIREMENTS

The Kenya Marine and Fisheries Research Institute (KMFRI) seeks to engage an Insurance Underwriting/Brokerage Company to provide Medical cover for the KMFRI Board of Management as per the details provided below

### Terms of reference

- i. Structuring and obtaining optimum policy cover in accordance with the tender submitted;
- ii. Arrange the immediate placement of our risk and undertake a periodic technical review and rating of the cover and advise KMFRI accordingly;
- iii. Provide prompt and satisfactory service on the general management of the Medical Scheme policy, correspondence and claim review meetings;

- iv. Prepare the Policy Document and any Endorsements there-in and forward to KMFRI
- v. If the entire policy document is found to be satisfactory, such document will be deposited with the KMFRI not later than fifteen (15) days of inception of cover;
- vi. Ensure preparation of quarterly claims bordereaux which must be submitted to KMFRI by the 5th of the following month;
- vii. Arrange quarterly meetings to review performance of the policy by 15th of the following quarter;
- viii. Provide appropriate Medical Scheme improvement recommendations;
- ix. Such other services as may be related or ancillary to the due performance of the above work.

**SCOPE OF MEDICAL COVER a) Board of Management**

Indemnity against KMFRI's expenses incurred by Board members during the period of the policy.

Benefits:

- Inpatient
- Out-patient
- Drugs and administration
- Optical, dental.
- Maternity
- Other benefits:
- Sum Insured: (Schedule provided)

**b) Cancellation Notice of 60 days c) Eligibility**

The proposed scheme shall cover all Board Members regardless of their age limit

**C) Period**

Renewable annually Scope of Proposed Medical Services

**Inpatient cover**

Will include the following services whose limits should only be restricted to the Inpatient entitlement;



1. Administration of Hospital Admission process.
2. Consultation fees and evacuation costs directly leading to hospitalization.
3. Applicable ward Bed on a standard private room.
4. Major Operations.
5. Minor Operations.
6. Doctors fees -(physician, surgeon & Anesthetist).
7. HDU and ICU charges.
8. Theatre charges.
9. Drugs/Medicines, dressings and internal surgical appliances.
10. Medical Appliances (Hearing Aids, Glucometer, Insulin delivery devices, Urine Catheters & Accessories e.t.c.).
11. Radiology X-ray, ultrasound, ECG and computerized Tomography, MRI scans.
12. Radiotherapy and chemotherapy.
13. Pathology (laboratory) fees.
14. Post Hospitalization.
15. Access to medical specialists while admitted.
16. Inpatient physiotherapy.
17. Chronic Illness coverage.
18. Gynecological treatment.
19. In patient Ophthalmic cover.
20. Are admitted in Hospital Day care, day surgery Admission (includes dental, optical, gynecological as well as all other services).
21. In- patient dental cover.
22. Mental and other related illnesses.
23. Treatment for alcoholism and drug addictions (Board member only and acquired during employment term).
24. Inpatient Psychiatric Treatment.
25. Palliative care.
26. Provision of Maternity benefits including Caesarian section.

27. Optical expenses arising from disease or accidents.
28. Treatment of Elective surgery i.e. pre-arranged.
29. HIV/AIDS cover (conventional, accepted, recognized treatment).
30. Cancer cover.
31. Congenital conditions.
32. Pre-existing conditions.
33. Any other service not included above but may be mutually agreed upon from time to time.

### **Outpatient Cover**

Out-patient cover will cover the following services whose limits should only be restricted to the outpatient entitlement;

1. Routine outpatient treatment including consultations (GPs and Specialists, laboratory and Radiology services).
2. Physiotherapy treatment.
3. Diagnostic X-Ray and Laboratory Tests.
4. Radiology X-ray, ultrasound, EEG, ECG and computerized Tomography, MRI scans.
5. Prescribed drugs/medicines.
6. Dental Services.
7. Optical services (Frames, lenses (on ophthalmologist prescription only), contact lenses, bi-Focal lenses, Visual examination).
8. Referrals to Specialists (Pediatricians, Obstetricians, gynecologists, lactation specialists, neonatologists, Orthopedic doctors, dermatologists, E.N.T. doctor's e.t.c.
9. Counseling services. (Psychologist, Psychiatrist and Psychiatric treatment).
10. Cancer Treatment
11. Pre-existing and chronic/recurring conditions
12. Hearing aids covered upon referral

## **Administration of the Scheme**

- The firm shall ensure that services are provided to Board member with as little paper work and inconvenience as possible.
- The Bidder shall be required to clearly state the procedures (inpatient and outpatient) to be followed by the Board Member(s) in the provision of medical services, stating clearly the responsibilities of the parties involved.
- Where applicable, the bidder shall provide KMFRI with statements on their medical Accounts.

## **Board Member Identification**

⊗ The Bidder shall be expected to define a clear procedure of Identification of Board Member.

## **Board Member Data Management**

- The Bidder shall be expected to liaise with KMFRI Management on matters regarding Board Member Data updates.

## **List of Service Providers**

- The Bidder shall be required to provide a comprehensive list of all the Hospitals, Clinics, Doctors, Specialists, Pharmacies and Chemists in their panel.
- The Bidder shall however not limit beneficiaries to their panel only. The Bidder shall take on the Medical Service Providers already on the KMFRI panel.

## **Scheme Reports**

The Bidder shall be required to provide to KMFRI Monthly / Quarterly/Annual Reports on the global utilization of services including expenditure reports for Inpatient and Outpatient claims as well as any other reports that may be required by KMFRI from time to time. Quarterly Expenditure Statement Reports in Soft copy on each individual Board Member

## **Extensive Clauses**

- Riot, strike and civil commotion
- Travel to and from meeting, social, sporting activities including use of motor vehicles
- Arbitration
- Waiting period waiver

## **MEMBERSHIP DETAILS**

### **Eligibility**

The proposed scheme shall cover all KFMRI Board Members, regardless of their age limit

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

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

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

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

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

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

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

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

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

## **(2) Resolution of Disputes**

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

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

### **3.15. Governing Language**



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

### **3.16. Applicable Law**

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

### **(3) Force Majeure**

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

### **(4) Notices**

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

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### (5) Conditions to be met by the Insurance Company

- Refer Mandatory Evaluation Criteria

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

Reference of General Condition of Contract	Special condition of contract
2.25 Award criteria	The Tender with the lowest evaluated price
3.1	Renewal of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members shall be for a period of One (1) year
(6) Performance security	Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish the Kenya Marine & Fisheries Research Institute with a performance security of an amount equivalent to 10% of the total contract price.
3.8 Payments	Payments will be made within 30 days from the date of provision of service
3.9 Price adjustment	Prices charged by the vendor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Bidder in its Tender. <b>All prices quoted by the Bidders must be inclusive of all taxes, discounts to KMFRI-HQS Mombasa.</b>
Delivery Services	For a Contract period of 12 months with an option of renewal for an additional 12 months subject to Satisfactory Performance, Kenya Law’s approval and availability of funds.
(7) Applicable law	The governing law shall be the law of: <b><i>The Government of The Republic of Kenya</i></b>
3.18 Notices	Indicate both parties. Client: The Director, Kenya Marine and Fisheries Research Institute East African Time: 0900 to 1500 hours. Silos Road, English Point – Mkomani MOMBASA. Email: <a href="mailto:kmfriprocurement@kmfri.go.ke">kmfriprocurement@kmfri.go.ke</a> / <a href="mailto:supplies@kmfri.go.ke">supplies@kmfri.go.ke</a> Telephone: +254-20-2353904 or +254-208041560/1/ +254 020 8021560/1. Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1/0721743373

## SECTION V – SCHEDULE OF REQUIREMENTS

### 5.1 General

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

#### VI- Description of services: -

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

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

The current KMFRI Board of Management members are as listed herein below: -

#### KMFRI BOARD OF MANAGEMENT MEMBERS BENEFITS

S/No.	Name & Designation	Name of Person(s) holding position	Gender	Date of Birth	Limit for Out patient (Kshs)	Limit for Inpatient (Kshs)
1.	Chairman	Hon John Safari Mumba	Male	23 <sup>rd</sup> February, 1946	100,000.00	2 million per year
2.	Member	Mr. Ali Juma Mafimbo	Male	1 <sup>st</sup> January, 1958	100,000.00	2 million per year
3.	Member	Ms. Dorcas Mghoi Mlughu	Female	30 <sup>th</sup> December, 1986	100,000.00	2 million per year
4.	Member	Prof. Suhaila Hashim	Female	28 <sup>th</sup> February, 1972	100,000.00	2 million per year
5.	Member	Mr. Valentine Mwaisaka Mwakamba	Male	6 <sup>th</sup> November, 1958	100,000.00	2 million per year
6.	Member	Mr Farid Ahmad Swaleh	Male	4 <sup>th</sup> February, 1975	100,000.00	2 million per year
7	Member	Hon. Hassan Abdi Dukicha	Male	22 <sup>nd</sup> August, 1971	100,000.00	2 million per year
8		Declined and requested for replacement (details to be provided once replaced			100,000.00	2 million per year

#### Other Benefits include:

- (i) Funeral expenses (only if a member dies while still in office) Kshs 100,000 (one hundred thousand) per year,

## SECTION VI (A) - DESCRIPTION OF SERVICES

### 11) Medical Insurance Cover for KMFRI Board of Management Members

POLICY	Provision of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members
No. of Contributor	<b>7</b>
PERIOD	One Year
SCOPE OF COVER	Provision of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members
INTEREST AND INSURED	As per schedule annexed hereof
LIMITS OF COVERS	Section V – Schedule Of Requirements Table
EXCESS	The premium quoted must be inclusive of the excess protector
CANCELLATION NOTICE	Sixty (60) Days

**NOTE:**

1. All Kenya Marine and Fisheries Research Institute's Board of Management.

## **SECTION VI (B) - STANDARD FORMS**

### **Notes on the standard Forms**

1. **Form of TENDER** - The form of Tender must be completed by the Bidder and submitted with the Tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the Tender.
3. **Contract Form** - The contract form shall not be completed by the Bidder at the time of submitting the Tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the Tender documents.
5. **Tender Security Form** - When required by the Tender document the Bidder shall provide the Tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the Bidder at the time of Tender preparation. Only the successful Bidder will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

## Form Of Tender/Submission Form

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name and address of procuring entity \_\_\_\_\_

Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this Tender in conformity with the said Tender document for the sum of

.....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

# Price Schedule Form

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

<b>ITEM NO.</b>	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>% Rate Premium</b>	<b>TOTAL PREMIUM (KSHS.)</b>
1.	Provision of Annual Contract for Medical Insurance Cover for KMFRI Board of Management Members		

Note:

All Quoted Price Shall Be Inclusive of Taxes and Levies.

# Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and  
[name of the Service Provider] of \_\_\_\_\_ [city and country of Bidder]  
(hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring entity invited Tenders for the GPA cover and has accepted a  
Tender by the Bidder for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the Bidder in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Bidder) in the presence of \_\_\_\_\_  
\_\_\_\_\_



# CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part \_\_\_\_\_ General:

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

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

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Bidder .....

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

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: ..... *[Name of procuring entity]*

WHEREAS ..... *[name of Bidder]*  
(Hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_

20 \_\_\_\_\_ to supply

.....  
*[description of insurance services]* (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

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

*(Amend accordingly if provided by Insurance Company)*

# LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

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

APPLICATION NO.....OF.....20..... BETWEEN  
.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2. etc.

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

- 1.
- 2. etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

**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.

.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

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

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

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

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

Bidder's Official Stamp