



KENYA MEDICAL RESEARCH INSTITUTE

TENDER DOCUMENT

TENDER FOR PROVISION OF MOTOR VEHICLE AND MOTOR CYCLES

INSURANCE

THE FINANCIAL YEAR 2020-2021

TENDER NO. KEMRI/HQS/012/2020-2021

TENDER NO. KEMRI/HQ/012/2020-2021

NOTICE DATE: TUESDAY, 28TH JULY 2020

CLOSING DATE: TUESDAY, 11TH AUGUST 2020 AT 10.00 AM

All correspondence to:

THE DIRECTOR GENERAL
KENYA MEDICAL RESEARCH INSTITUTE
P.O. BOX 54840-00200

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SECTION I - INVITATION FOR TENDERS

TENDER NO. KEMRI/HQS/012/2020-2021

TENDER NAME: PROVISION OF MOTOR VEHICLE AND MOTOR CYCLES INSURANCE

1.1 The KEMRI invites sealed tenders from eligible candidates for PROVISION OF MOTOR VEHICLE AND MOTOR CYCLES INSURANCE

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **KENYA MEDICAL RESEARCH INSTITUTE P.O BOX 54840-00200 NAIROBI, PROCUREMENT OFFICE** during normal office working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **1,000** in cash or bankers cheque payable to **KENYA MEDICAL RESEARCH INSTITUTE P.O BOX 54840-00200 NAIROBI** OR DOWNLOAD AT OUR WEBSITE, www.kemri.org at no fee.

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

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at the reception or be addressed to

**DIRECTOR GENERAL
KENYA MEDICAL RESEARCH INSTITUTE
P.O BOX 54840-00200 NAIROBI**

so as to be received on or before **Tuesday 11th August 2020 10.00AM**

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the training Center

Note: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2 Cost of Tendering

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

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract

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

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

2.4 Clarification of Tender Documents

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

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

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8 Form of Tender

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

2.9 Tender Prices

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

- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect 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) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 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.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.

2.15.3 bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Tuesday 11th August 2020 10.00AM**”

2.15.4 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”.

2.15.5 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 **T Tuesday 11th August 2020 10.00AM** 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.

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

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

2.16.3 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 11th August 2020 10.00AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

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

2.19 Clarification of Tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

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

- (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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected

tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	The invitation is open to all eligible tenders
2.15.2 (b)	Tuesday 11th August 2020 10.00AM
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

STAGE 1: MANDATORY REQUIREMENTS

Bidders must meet all the mandatory requirements in order to proceed to the next stage of evaluation.

No	Mandatory Requirements	Yes/No
1	Tender Security of 2% of the tender sum in the form acceptable under the PPADA 2015 and must be valid for 120 days from the closing/opening date.	
2	Copy of certificate of incorporation/ Registration	
3	Copy of CR 12 certificate	
4	Copy of valid single business permit from county Government	
5	Duly filled, signed and stamped form of tender	
6	Duly filled, signed and stamped confidential business questionnaire	
7	Copy of valid Tax compliance certificate from KRA	
8	Certified copy of certificate from Insurance Regulatory Authority for the year 2020	
9	Certified copy of certificate of registration as a member of Association of Kenya Insurers / Association of insurance brokers for the year 2020	
10	Duly filled, signed and stamped anti-corruption declaration	
11	Audited accounts for three years-2017, 2018 and 2019.(The accounts must be signed by auditors who are approved by ICPAK.	
12	Power of attorney	
13	Recommendation letters from at least five major clients (at least 2 must be Government entities) provided with similar service in the last three years.	
14	Submission of a signed declaration to the effect that the directors and key staff members are of good conduct	
15	The tender must submit two copies of the tender document (original & Copy)	
16	The tender document must be paginated/serialized/ numbered	
17	Provide evidence of a reasonable professional indemnity guarantee	

STAGE 2: TECHNICAL EVALUATION

Bidders are required to score at least 70% to proceed to the next evaluation stage

No	TECHNICAL EVALUATION	Max score
1	5 duly filled, signed and stamped client reference form (to be signed by client) Client reference from rating <ul style="list-style-type: none"> • Excellent (3 marks) • Good (2 marks) • Average (1 mark) • Poor (0 mark) 	15
2	Professional minimum qualification and experience of the principal officer (Attach certificate & CV) <ul style="list-style-type: none"> • Bachelors of commerce Degree (Insurance option) OR Bachelor of science (Actuarial Science) (5 marks) • ACII/AIHK/FIA Certification or Equivalent (3 marks) • Relevant experience (10 marks) (one mark for each year of experience- max 10 years of experience)	18
3	Professional qualifications and experience of two other technical personnel (Attach certificates & CV) <ul style="list-style-type: none"> • Bachelor of commerce Degree (INSURANCE OPTION) OR Bachelor of science (Actuarial science) (3 marks for each personnel) • ACII/AIHK/FIA Certification or Equivalent (2 marks for each personnel) • Relevant experience (5 marks for each personnel) (One mark for each year of experience- max 5 years of experience for each personnel.	20
4	Value of Insurance business handled in the last two (2 years). <ul style="list-style-type: none"> • 0- 50 million (3 marks) • 51 million- 100 million (4 marks) • Above 100 million (5 marks) 	5
5	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) <ul style="list-style-type: none"> • One additional Benefit (5 marks) • Two additional benefits (10 marks) • Three additional benefits (15 marks) • Four additional Benefits (20 marks) 	20
6	Period used to settle previous claims in the last two years upon presentation of proper documents. <ul style="list-style-type: none"> • Claim settled within one month (10 marks) • Claim settled within two months (5 marks) • Claim settled beyond two months (0 marks) 	10
7	Adequacy of the proposed technical approach and methodology in responding to the schedule of requirement.	12
	TOTAL	100

STAGE 3: FINANCIAL EVALUATION

Bidders are required to score at least 70% to be considered to have passed the financial evaluation stage.

No	Financial Ratio	Max score
1	Profitability <ul style="list-style-type: none">• Net profit margin less than 1 (0 mark)• Net profit margin equal to 1 (5 marks)• Net profit margin greater than 1 (10 marks)	10
2	Solvency <ul style="list-style-type: none">• Current ratio less than 1 (0 marks)• Current ration equal to 1 (5 marks)• Current ratio greater than 1 (10 marks)	10
	Sales annual turn over <ul style="list-style-type: none">• Less than Kshs 10 million (2 marks)• Equal to Kshs 10 million (5 marks)• Above Kshs 10 million (10 marks)	10
	TOTAL	30

AWARD CRITERIA

The lowest evaluated bidder after satisfying all the mandatory requirements, score at least 70% on technical evaluation and financial evaluation will be considered for award.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than Ninety 90 days after submission of an invoice or claim by the contractor

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

Reference of general conditions of contract	Special condition of contract
3.6 performance security	10% of Tender sum in form of unconditional bank guarantee
3.7 Delivery of services	W.E.F 1 st December , 2020 to 30 th November , 2021
3.8 Payment	60 days after receipt of Invoice and Debit Notes
3.9 Price adjustment	As per PPADA 2015
3.16 Applicable law	The Laws of Kenya
3.18 Notices	THE DIRECTOR GENERAL KENYA MEDICAL RESEARCH INSTITUTE P.O BOX 54840-00200 NAIROBI

SECTION V - SCHEDULE OF REQUIREMENTS

Item no	Reg Mark	Make	Yr. of Manuf	Your Estimated Value
1.	KBB 684S	YAMA HA-N/A	2011	114,833
2.	KBB 679S	YAMA HA-N/A	2011	80,000
3.	KBB 680S	YAMA HA-N/A	2011	149,867
4.	KBB 682S	YAMA HA-N/A	2011	139,255
5.	KAY 199V	YAMA HA-N/A	2011	159,528
6.	KAY 736V	YAMA HA-N/A	2011	208,199
7.	KBB 677S	YAMA HA-N/A	2011	128,115
8.	KAY 198V	YAMAHA	2011	159,528
9.	KAV 192E	YAMA HA-N/A	2013	242,750
10	KBR 049U	YAMA HA-N/A	2011	60,000
11	KAR 828L	YAMA HA-N/A	2011	49,000
12	KBJ 958U	YAMA HA-N/A	2011	250,000
13	KBJ 989U	YAMA HA-N/A	2011	255,000
14	KBJ 829U	YAMA HA-N/A	2011	193,161
15	KBJ 830U	YAMA HA-N/A	2011	100,148
16	KBJ 955U	YAMA HA-N/A	2011	245,948
17	KBJ 956U	YAMA HA-N/A	2011	212,635
18	KBQ 891D	YAMA HA-N/A	2011	375,216
19	KBQ 889D	YAMA HA-N/A	2011	330,190
20	KBQ 888D	YAMA HA-N/A	2011	285,642
21	KAD 921M	YAMA HA-N/A	2011	80,000
22	KBQ 890D	YAMA HA-N/A	2011	386,253
23	KBQ 887D	YAMA HA-N/A	2011	375,216
24	KBN 461E	YAMA HA-N/A	2011	120,964
25	KBN 462E	YAMA HA-N/A	2011	119,987
26	KAN 089U	YAMA HA-N/A	2011	68,000
27	KAW 408Z	YAMA HA-N/A	2011	48,000

28	KBG 701U	YAMA HA-N/A	2011	59,000
29	KBJ 884U	YAMA HA-N/A	2011	59,000
30	KAW 441Z	YAMA HA-N/A	2011	49,000
31	KBJ 934U	YAMA HA-N/A	2011	49,000
32	KBR 035U	YAMA HA-N/A	2011	58,000
33	KBJ 892U	YAMA HA-N/A	2011	59,000
34	KBN 411E	YAMA HA-N/A	2011	151,925
35	KBN 412E	YAMA HA-N/A	2011	178,758
36	KBJ 890U	YAMA HA-N/A	2011	59,000
37	KBJ 988U	YAMA HA-N/A	2011	250,000
38	KBJ 990U	YAMA HA-N/A	2011	260,000
39	KBJ 957U	YAMA HA-N/A	2011	270,000
40	KBJ 887U	YAMA HA-N/A	2011	185,000
41	KAY 791V	YAMA HA-N/A	2011	160,000
42	KAY 115V	YAMA HA-N/A	2011	122,000
43	KAY 717V	YAMA HA-N/A	2011	203,000
44	KAV 985E	YAMA HA-N/A	2011	130,000
45	KAW 406Z	YAMA HA-N/A	2011	110,000
46	KAW 438Z	YAMA HA-N/A	2011	153,000
47	KAW 439Z	YAMA HA-N/A	2011	150,000
48	KAT 074X	YAMA HA-N/A	2011	120,000
49	KAV 984E	YAMA HA-N/A	2011	110,000
50	KAV 987J	YAMA HA-N/A	2011	49,000
51	KAV 986E	YAMA HA-N/A	2011	150,000
52	KAY 782V	YAMA HA-N/A	2011	49,000
53	KCK 022U	YAMA HA-N/A	2011	533,313
54	KBR 046U	YAMA HA-N/A	2014	254,000
55	KAT 076X	YAMA HA-N/A	2014	120,000
56	KBJ 937U	YAMA HA-N/A	2014	180,000
57	KBJ 942U	YAMA HA-N/A	2014	185,000

58	KBR 036U	YAMA HA- N/A	2014	265,000
59	KBR 039U	YAMA HA- N/A	2014	268,000
60	KBJ 896U	YAMA HA- N/A	2011	223,000
61	KBJ 898U	YAMA HA- N/A	2011	190,000
62	KBJ 889U	YAMA HA- N/A	2011	195,000
63	KBJ 888U	YAMA HA- N/A	2011	160,000
64	KAW 431U	N/A- N/A	2011	150,000
65	KCK 294U	YAMA HA- CRUX	2019	118,000
66	KCK 362U	YAMA HA- N/A	2019	118,000
67	KCK 363U	YAMA HA- N/A	2019	118,000
68	KBJ 883U	YAMA HA- N/A	2011	180,000
69	KCK 361U	YAMA HA- N/A	2019	118,000
70	KBJ 882U	YAMA HA- N/A	2011	175,000
71	KBG 681C	YAMA HA- N/A	2011	140,000
72	KBJ 895U	YAMA HA- N/A	2011	185,000
73	KAV 987E	YAMA HA- N/A	2006	150,000

MOTOR COMMERCIAL

1	KCP 482K	TOYOTA- LAND CRUISER	N/A		COMP REHEN SIVE	2011	7,511,000.0 0
2	KAY 396V	TOYOTA- N/A	N/A		COMP REHEN SIVE	2011	690,000.00
3	KBG 176C	TOYOTA- N/A	N/A		COMP REHEN SIVE	2011	1,769,764.0 0
4	KBJ 154U	TOYOTA- N/A	N/A		COMP REHEN SIVE	2011	1,850,000.0 0
5	KBZ 869D	NISSAN- URVAN E24			COMP REHEN SIVE	2011	3,697,304.0 0
6	KCA 631F	ISUZU-FRR	BUS		COMP REHEN SIVE	2011	7,500,000.0 0
7	KAW 569Z	MITSUBISH I-N/A	LORR Y		COMP REHEN SIVE	2011	7,500,000.0 0
8	KCH 424Q	TOYOTA- LAND CRUISER	N/A		COMP REHEN SIVE	2011	7,500,000.0 0
9	KBN 125E	TOYOTA- HIACE	VAN		COMP REHEN SIVE	2011	3,000,000.0 0
10	KBN 801E	NISSAN- URVAN E24			COMP REHEN SIVE	2011	2,939,483.0 0
11	KBB	TOYOTA-	N/A		COMP REHEN	2012	1,508,203.0

	065M	N/A			SIVE		0
12	KBB 796G	TOYOTA- N/A	N/A		COMP REHEN SIVE	2012	1,508,203.0 0
13	KBB 720S	TOYOTA- N/A	N/A		COMP REHEN SIVE	2012	1,508,203.0 0
14	KAR 641L	TOYOTA- HIACE			COMP REHEN SIVE	2012	650,000.00
15	KAN 132U	NISSAN- CIVILIAN			COMP REHEN SIVE	2012	1,500,000.0 0
16	KAM 640T	NISSAN- URVAN E24			COMP REHEN SIVE	2012	690,000.00
17	KAY 413V	TOYOTA- N/A	N/A		COMP REHEN SIVE	2012	1,296,299.0 0
18	KAH 742S	NISSAN- URVAN E24			COMP REHEN SIVE	2012	420,000.00
19	KAY 290F	TOYOTA- NOAH	VAN		COMP REHEN SIVE	2012	495,000.00
20	KAV 465E	NISSAN- URVAN E24			COMP REHEN SIVE	2012	2,240,000.0 0
21	KAV 460E	TOYOTA- N/A	N/A		COMP REHEN SIVE	2012	1,024,250.0 0
22	KAR 928L	NISSAN- URVAN E24			COMP REHEN SIVE	2012	1,200,000.0 0
23	KBJ 149U	ISUZU-N/A	BUS		COMP REHEN SIVE	2012	780,000.00
24	KBJ 147U	ISUZU-N/A	BUS		COMP REHEN SIVE	2012	4,000,000.0 0
25	KCK 789U	TOYOTA- HILUX	PICK- UP		COMP REHEN SIVE	2015	2,000,000.0 0
26	KBJ 073U	ISUZU-N/A	BUS		COMP REHEN SIVE	2008	3,140,000.0 0

MOTOR PRIVATE

1.	KBJ 199U	TOYOT A	SALO ON	2008	2,000,000
2.	KBJ 654U	TOYOT A	N/A	2008	1,500,000
3.	KCK 969U	TOYOT A	N/A	2008	5,227,600
4.	KCK 758U	TOYOT A	N/A	2008	7,135,420
5.	KCK 723U	FORD		2008	4,797,600
6.	KBN 805E	NISSAN	N/A	2008	2,315,430
7.	KCK 610U	MITSUB ISHI	STATI ON WAGO N	2008	4,064,000
8.	KCK 599U	MITSUB ISHI	STATI ON WAGO N	2008	4,064,000
9.	KCH 728U	TOYOT A		2008	10,986,000
10.	KCK 608U	MITSUB ISHI	STATI ON WAGO N	2008	4,064,000
11.	KBJ 607U	MITSUB ISHI	STATI ON WAGO N	2008	2,100,000
12.	KCK 602U	MITSUB ISHI	STATI ON WAGO N	2008	4,064,000
13.	KCK 607U	MITSUB ISHI	STATI ON WAGO N	2008	4,064,000
14.	KAT 711H	MARUTI	STATI ON	2008	650,000
15.			WAGO N		
16.	KAM 151E	MITSUB ISHI	S/WA GON	2008	900,000
17.	KBJ 174U	TOYOT A	N/A	2008	1,750,000
18.	KAY 413V	TOYOT A	PICK- UP	2008	1,296,299
19.	KCE 779D	TOYOT A	N/A	2008	7,761,863
20.	KCH 434Q	FORD		2008	4,575,300
21.	KBW 074V	TOYOT A	N/A	2008	3,850,000
22.	KCA 505F	MITSUB ISHI	S/WA GON	2008	6,322,000
23.	KCE 523D	FORTUN ER		2008	6,600,000
24.	KBL 593G	NISSAN		2008	2,024,431
25.	KCA 513F	TOYOT A		2008	4,050,606
26.	KCA 514F	TOYOT A		2008	4,050,606
27.	KCH	TOYOT A		2008	3,105,900

	312Q				
28.	KCE 359D	TOYOT A	DOUB LE CAB	2008	4,593,275
29.	KBU 148T	NISSAN	N/A	2008	3,200,000
30.	KBL 562G	N/A	N/A	2008	2,000,000
31.	KCD 164G	SUZUKI	STATI ON WAGO N	2008	980,000
32.	KBZ 821D	N/A	N/A	2008	3,500,000
33.	KBU 147T	NISSAN	N/A	2008	3,200,000
34.	KAN 974U	N/A	N/A	2008	1,200,000
35.	KAW 092Z	TOYOT A	DOUB LE CAB	2008	1,030,000
36.	KAV 850E	TOYOT A	DOUB LE CAB	2008	2,634,640
37.	KBF 537H	N/A	N/A	2008	2,500,000
38.	KAL 143U	TOYOT A	N/A	2008	505,000
39.	KAC 887G	TOYOT A	DOUB LE CAB	2008	270,000
40.	KAN 265U	TOYOT A	DOUB LE CAB	2008	1,410,000
41.	KBG 176C	TOYOT A	P/UP	2008	1,769,764
42.	KBU 764T	NISSAN	N/A	2008	2,269,516
43.	KAY 396V	N/A	P/UP	2008	690,000
44.	KBB 456S	TOYOT A	N/A	2008	2,000,000
45.	KBB 759S	TOYOT A	P/UP	2008	622,763
46.	KAT 552X	NISSAN	N/A	2008	605,000
47.	KBJ 159U	TOYOT A	N/A	2008	820,000
48.	KBJ 143U	TOYOT A	N/A	2008	620,000
49.	KBJ 158U	TOYOT A	N/A	2008	1,565,000
50.	KBR	TOYOT	N/A	2008	3,521,670
51.	663U	A			
52.	KBN 054E	TOYOT A	N/A	2008	1,532,375
53.	KBN 055E	TOYOT A	N/A	2008	2,211,196
54.	KBL 508G	TOYOT A		2008	1,420,000
55.	KBN 166E	TOYOT A		2008	2,616,300
56.	KBU 319T	NISSAN	N/A	2008	2,966,687
57.	KBL	TOYOT A	S/WA GON	2008	1,817,870

	285G				
58.	KBZ 015D	TOYOT A		2008	3,780,000
59.	KBZ 016D	TOYOT A		2008	3,780,000
60.	KBZ 078D	LAND ROVER	N/A	2008	3,936,760
61.	KBG 039C	TOYOT A	N/A	2008	3,338,700
62.	KBB 835S	TOYOT A	S/WA GON	2008	1,771,474
63.	KBQ 222D	TOYOT A	N/A	2008	3,000,000
64.	KAN 206U	TOYOT A	N/A	2008	3,335,000
65.	KAX 880E	TOYOT A		2008	370,000
66.	KBB 728P	TOYOT A	N/A	2008	1,210,000
67.	KAN 511U	LAND ROVER	N/A	2008	1,000,000
68.	KAT 701X	TOYOT A	N/A	2008	2,000,000
69.	KAV 556E	LAND ROVER	N/A	2008	1,350,000
70.	KAW 562Z	MITSUB ISHI	4X4	2008	1,300,000
71.	KAT 798X	TOYOT A	N/A	2008	2,000,000
72.	KAN 207U	TOYOT A	S/WA GON	2008	1,400,000
73.	KAV 521E	TOYOT A		2008	845,000
74.	KAV 400E	TOYOT A	S/WA GON	2008	462,911
75.	KAR 619L	TOYOT A		2008	550,000
76.	KAT 334X	TOYOT A		2008	662,000
77.	KAH 042H	ISUZU	STATI ON WAGO N	2008	555,000
78.	KAT 333X	TOYOT A		2008	2,212,626
79.	KAR 618L	TOYOT A		2008	635,000
80.	KAL 091V	TOYOT A		2008	150,000
81.	KAM 321N	TOYOT A		2008	320,000
82.	KAS 437Y	MITSUB ISHI	4X4	2008	1,672,000
83.	KAJ 698S	TOYOT A	S/WA GON	2008	1,350,000
84.	KAL 047U	MITSUB ISHI	4X4	2008	475,000
85.	KAJ 379S	ISUZU	STATI ON WAGO N	2014	2,372,000
86.	KAJ 493S	MITSUB ISHI		2014	310,000

87.	KCT 092Y	ISUZU	PICK- UP	2008	5,200,000
88.	KCT	ISUZU	PICK-	2008	5,200,000
89.	093Y		UP		
90.	KCP 176K	N/A	N/A	2008	820,000
91.	KAY 399V	TOYOT A	N/A	2008	529,000
92.	KAY 440V	TOYOT A	P/UP	2008	1,100,000
93.	KCP 266K	MITSUB ISHI	S/WA GON	2008	5,804,000
94.	KCT 151Y	TOYOT A		2008	10,200,000
95.	KCT 091Y	ISUZU	PICK- UP	2008	5,200,000
96.	KBU 270T	TOYOT A	N/A	2008	4,593,000
97.	KCK 728U	N/A	N/A	2012	2,000,000
98.	KCK 821D	N/A	N/A	2012	2,000,000
99.	KBJ 137U	LAND CRUISE R	S/WA GON	2007	1,100,000
100.	KBJ 151U	LAND CRUISE R	N/A	2007	1,130,000
101.	KBJ 153U	LAND CRUISE R	N/A	2007	920,000
102.	KBJ 157U	LAND CRUISE R	N/A	2007	1,120,000
103.	KBJ 197U	LAND CRUISE R	N/A	2007	2,590,000
104.	KBJ 621U	HILUX- D- CAB	PICK- UP	2007	1,060,000
105.	KBJ 622U	HILUX- D- CAB	PICK- UP	2007	2,000,000
106.	KBL 188G	LAND CRUISE R	N/A	2007	2,500,000
107.	KBL 624G	LAND CRUISE R	N/A	2007	1,990,000
108.	KBL 625G	LAND CRUISE R	N/A	2007	2,050,000
109.	KBL 626G	LAND CRUISE R	N/A	2007	2,960,000
110.	KBL 690G	LAND CRUISE R	N/A	2007	2,570,000
111.	KBN 672E	LAND CRUISE R	N/A	2007	1,210,000
112.	KBQ 221D	LEGAC Y		2007	2,000,000
113.	KBQ 564D	LAND CRUISE R	N/A	2007	3,030,000
114.	KBT 459N	LAND CRUISE R	N/A	2007	1,020,000
115.	KBW 644V	LAND CRUISE R	N/A	2007	3,180,000
116.	KCH 370Q	HILUX- D- CAB	PICK- UP	2007	2,920,000

117.	KCP 177K	LAND CRUISE R	N/A	2007	2,500,000
118.	KCP 192K	LAND CRUISE R	N/A	2007	1,080,000
119.	KCP 474K	LAND CRUISE R	N/A	2007	2,320,000
120.	KAT 866H	LAND CRUISE R	N/A	2014	2,000,000
121.	KCA 522F	HILUX	PICK- UP	2014	2,000,000
122.	KBJ 145U	HIACE		2008	2,000,000
123.	KBJ 144U	HIACE		2008	2,000,000
124.	KCK 729U	HILUX	PICK- UP	2008	4,000,000
125.	KCT 468Y	N/A	N/A	2015	7,570,000
126.	KAW 074V	LAND CRUISE R	S/WA GON	2008	3,000,000

NB: KEMRI may acquire additional motor vehicles during the contract period and a proposal should be included illustrating on their inclusion in the insurance cover.

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form Of Tender

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

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender
by the tenderer for the supply of the services in the sum of _____
_____ [contract price in words in figures]
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business _____ Name _____

.....

Location _____ of _____ business _____ premises _____

.....

Plot _____ No. _____ Street/Road _____

.....

Postal Address _____ Tel. No. _____ Fax _____

Email _____

Nature _____ of _____ business _____

.....

Registration _____ Certificate _____ No. _____

.....

Maximum value of business which you can handle at any one time Kshs. _____

.....

Name _____ of _____ your _____ bankers _____ Branch _____

.....

Part 2(a) – Sole Proprietor:

Your name in full _____ Age _____

.....

Nationality _____ Country _____ of _____ origin _____

.....

Citizenship _____

details.....

Party 2(b) – Partnership

Give details of partners as follows

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

5.

.....
.....

Part 2(c) – Registered Company:

Private or public

.....

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
--	------	-------------	---------------------	--------

1.

.....
.....

2.

.....
.....

3.

.....
.....

4.

.....
.....

5.

.....
.....

Date..... Signature of Tenderer

.....

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary