



Investing in rural people

MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES AND IRRIGATION

STATE DEPARTMENT FOR FISHERIES, AQUACULTURE AND THE BLUE ECONOMY

AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME

(ABDP)

IFAD LOAN NO: 2000002052

**TENDER NAME: TENDER FOR PROVISION OF HEALTH INSURANCE SERVICES
FOR ADBP STAFF.**

MOALF/SDFA&BE/ABDP/TENDER/2019-2020/002

TENDER DEADLINE AND OPENING

TENDER CLOSING DATE: 16th August 2019 at 11.00 AM EAT

TENDER OPENING DATE: 16th August,2019 at 11.30 AM EAT

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SECTION I - INVITATION FOR TENDERS

TENDER REF: MOALFI/SDFA&BE/ABDP/TENDER/2019-2020/002
TENDER NAME: TENDER FOR PROVISION OF GROUP INSURANCE SERVICES FOR ADBP STAFF

- 1.1 The Aquaculture Business Development Programme invites sealed tenders from eligible candidates licensed by the Insurance Regulatory Authority for the provision of group medical services and WIBA for the Programme staff whose specifications are detailed in this Tender Document.

1.2

#	Service Description	Number of Staff
1	Provision of Group Medical Cover for Staff and Dependents	10

Provision of Enhanced WIBA		
	Designation	Number
1	Programme Coordinator	1
2	Finance and Administration Manager	1
3	Aquaculture Specialist	2
4	Senior Knowledge Management and Monitoring & Evaluation Officer	1
5	Accountant	1
6	Procurement Specialist	1
7	Drivers	3
	Total	10

Under WIBA please give applicable rates, the salaries will be shared with the successful bidder

- 1.2 Interested eligible Bidders may inspect the bidding document from ADBP office situated at IFAD Building, along Kamakwa Road in Nyeri, before the tender closing date within working hours from 8.30 am to 4.30 pm on Mondays to Fridays, except on public holidays.
- 1.3 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).
- 1.4 The document can be downloaded FREE OF CHARGE from the Ministry's website: www.kilimo.go.ke under "tender" links

- 1.5 Eligible bidders must forward their particulars immediately for records and any further tender clarifications and addenda. Downloaded copies are FREE. Email particulars to tenders@abdpcu.org
- 1.6 Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked **TENDER FOR PROVISION OF INSURANCE SERVICES TO ABDP REF: MOALFI/SDFA&BE/ABDP/TENDER/2019-2020/002**
- 1.7 The **original** and **two copies** of the tender must be delivered to and dropped in the tender box situated at the reception of Ministry of Agriculture, Livestock, Fisheries and Irrigation on Third floor, Maji house, Ngong Road so as to reach the below address:

**The Principal Secretary,
State Department for Fisheries, Aquaculture and the Blue Economy
P.O. Box 58187-00200,
Kilimo House, Cathedral road, Nairobi**

On or before: 16th August, 2019 at 11.00am EAT

Tenders will be opened at 16th August, 2019 at 11.30am EA, in the presence of the candidates' Representatives who choose to attend at boardroom **on 6th floor, Maji House.**

**PROGRAMME COORDINATOR
ABDP**

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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 on 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 as prescribed section 66 of the PPAD Act 2015.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 Bidders are encouraged to download the tender document Free of Charge from the following websites; www.kilimo.go.ke under "tender" links
- 2.2.4 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) Special Conditions of Contract
- (iii) General 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 correspondences 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.

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

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) 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.
 - (c) If the tenderer rejects 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 **Two Copies** 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 as given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, **“DO NOT OPEN BEFORE 16th August, 2019 at 11.00am**

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 **16th August,2019 at 11.00am**

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

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

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **16th August, 2019 at 11.30am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 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.

2.18.3 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 none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about 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.

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 thirty (30) 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

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Eligible candidates licensed by the Insurance Regulatory Authority
2.12.1	Kshs 200,000.00
2.15.2 (b)	16th August, 2019 at 11.00am
2.16.1	As 2.15.2 (b) above
2.16.3	Bulky Tenders shall be received, stamped and recorded by the procurement office at 3rd Floor at Maji House
2.18.1	16th August,2019 at 11.30am
2.20.1	Preliminary Evaluation: The submission of the following documents shall be mandatory 1. Must be registered with the Insurance Regulatory Authority for the year 2019 as a Medical Insurance Provider /Underwriter and a copy of the current license must be submitted. 2. Registration as a member of the Association of Kenya Insurers (AKI) for the current year (submit

	<p>copy of registration certificate)</p> <ol style="list-style-type: none"> 3. Submit a copy of Valid & current Tax Compliance Certificate from Kenya Revenue Authority 4. Submit a Copy of the bidder's Certificate of Incorporation / Registration 5. Duly completed Confidential Business Questionnaire Form 6. Duly Completed Declaration Form provided for in the tender document 7. Duly completed, signed and stamped form of tender 8. Submission of a CR12 Form
2.22.1	<p>Technical Evaluation shall be on a Pass/ Fail Basis. To Proceed to the financial evaluation all items must be provided for and marked 'pass'</p> <ol style="list-style-type: none"> 1. Submit Full details of what their cover provides 2. Full details of what their cover excludes 3. Submit duly filled, signed and stamped Price Schedule in the format provided in the tender document. 4. Attach Evidence that the firm has been in existence and has been providing medical insurance for at least the last Ten (10) years. 5. Provide a list of Health providers and their geographical distribution in Kenya and a schedule of approved hospitals, expertise and regions 6. Submit Evidence of installed IT System that provides a biometric medical identification card 7. Submission of Conformity write up to the schedule of requirements in section V
2.24.1	<p>Post Qualification shall be done on the following basis:</p> <ol style="list-style-type: none"> 1. Financial Capability <ol style="list-style-type: none"> a) Submit proof of paid up capital of at least Kshs 450 million b) Cashflow/ Access to credit requirements for Kshs 120,000,000.00 c) Liquidity Ratio 1:1 2. Experience and Technical Capacity <ol style="list-style-type: none"> a) Provide 6 Contract Agreements for services previously supplied b) Provide 3 recommendation letters from clients

2.25	Award shall be done to the lowest evaluated total tender sum
2.29.1	Within fifteen days (15) of the receipt of notification of award the successful tenderer shall furnish the performance security equivalent to 10% (ten per cent) of the contract amount

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 fifteen (15) 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 thirty (30) 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 15% of the original contract price unless that variation is as a result of premiums for a new member of staff or their dependent.

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

3.1.1 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.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Conditions to Be Met by the Insurance Company

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs 450,000,000.00
- 4.1.3 Must have paid up capital of at least Kshs 450,000,000.00
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous year
- 4.1.6 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.7 Must be a member of the Association of Kenya Insurance (AKI)

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 the total contract sum price
3.7 Delivery of Services	The contract period shall be 12 months upon signing of the contract, with an option of renewal for an additional 24 months , subject to satisfactory Performance
3.8 Payment	Payment shall be made in four installments (quarterly) and shall promptly be paid in no case later than thirty (30) days after submission of an invoice or claim by the service provider
3.9.2 Price adjustment	Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
3.10 Assignment	The contractor shall not be assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.
3.16 Applicable law	Laws of Kenya
3.18 Notices	The Programme Coordinator, Aquaculture Business Development Programme P.O. BOX 904-10100, Nyeri, Kenya

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 The Following Requirements must be incorporated in the Group Medical Cover for the proposal to be considered responsive

5.1.1 Eligibility for spouse and dependents

Spouses shall be covered up to the age of 65 years while dependent children (biological or legally adopted) will be covered up to the age of 21 years and up to 24 years where pursuing education.

5.1.2 The nomination and appointment of service providers must be in consultation with the ABDP.

5.1.3 Notes on Dental & Optical Covers

- a. Dental cover to include filling, extraction root canal and medically necessary scaling and polishing
 - b. Optical cover to include treatment for deterioration/correction of sight,
-

5.1.4 Maternity cover only (pre-natal and post-natal expenses should be borne from the out-patient benefits) for review to be covered per family

5.1.5 HIV/AIDS and treatment of opportunistic conditions including Anti-retroviral therapy should be included in the cover.
There shall be **No waiting period** for the medical cover to commence

5.1.6 Pre-existing conditions to be covered

5.1.7 Chronic illnesses to be covered.

5.1.8 General Health Check-ups to be covered

5.1.9 Provision of Monthly Statements both to HR Department (Administration) and to staff as and when required.

5.1.10 Riot, strike, war and kindred risks to be covered.

5.1.11 Counseling services to be covered.

5.1.12 Congenital, pre-maturity conditions and birth defects to be covered.

5.1.13 Cover for babies

KEPI, private and Baby Friendly Immunizations/ inoculations and vaccinations to be covered

5.1.14 Funeral cover/ Last Expenses to be covered.

5.2 In addition to the above mandatory requirements, all bidders are required to provide information on the extent to which their medical insurance policy covers the following: -

5.2.1 In Patient Cover (Minimum KES. 1.7M) per family

The inpatient scheme to include:

- Admission to hospital due to accident or illness.
- Treatment while in hospital
- Discharge from hospital and the cost of treatment thereafter.
- In patient dental & optical services.
- Critical illnesses cover to match inpatient cover.

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides
- (b) Full details of what the cover excludes

5.2.2 Out Patient Cover (Minimum KES. 350,000) per family

The Outpatient scheme deals with cases of illness not requiring admission into a hospital. Under this scheme, beneficiaries require examinations, diagnosis and speedy treatment at health clinics, hospital, medical checks for principal members, etc. with the aim of preventing any ailment or illness from growing into cases requiring hospitalization.

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides
- (b) Full details of what the cover excludes

5.2.3 Funeral Cover (Last Expenses) (Minimum KES 100,000) in case of death of Staff or spouse; 50,000 in case of death of dependent child

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides
- (b) Full details of what the cover excludes

5.2.4 Dental Cover (minimum Kshs 75,000)

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides
- (b) Full details of what the cover excludes

5.2.5 Maternity Cover (minimum Kshs 300,000)

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides

- (b) Full details of what the cover excludes

5.2.6 Optical Cover (Minimum Kshs 75,000)

Enumerate on a separate paper the following: -

- (a) Full details of what the cover provides
(b) Full details of what the cover excludes

5.2.7 Cover Outside Kenya

Extent to which the Medical cover applies to the member or their Dependents travelling or residing outside Kenya.

- (a) Full details of what the cover provides
(b) Full details of what the cover excludes

5.2.8 Do you arrange credit facilities?

If yes enumerate on a separate paper the following:

- (a) Full details of towns where your organization is represented and the appointed hospitals, clinics and doctors in the area.
(b) Do you provide medical photo identification cards?

5.2.9 Do You Offer Reimbursement Facilities?

The medical cover exclusions, where applicable, **MUST** be clearly stated on a separate cover giving specific details of each excluded condition.

5.2.10 One must also provide information and indicate the following & their implication on premium:

- Full details of what the covers provide
- Full details of what the cover excludes
- Eligible expenses included in the in-patient cover
- Eligible expenses included in the out-patient cover
- Dependents' eligibility.
- Ambulance & air evacuation

5.2.11 Network coverage:

The tenderer is required to provide the following: -

- a) Full details of towns and regions/counties where the insurance underwriting company is represented in Kenya.

- a) The appointed Hospitals, Clinics and Doctors all over the country that can be accessed by ABDP employees and their dependents, classified as high, medium and low cost. Enumerate their respective costs for all the services pertaining the covers.
- b) Full details of the medical cover outside Kenya and all exclusions that are applicable.

This is taking into consideration that ABDP employees are in **Nairobi, Nyeri Kisumu** and ABDP members of staff frequently travel around the country and out of the country on official duties.

5.2.12 Utilization / Case Management:

- 5.2.12.1 Give a detailed report on how the cover is going to be administered.
- 5.2.12.2 Give an analysis on how the service provider intends to address the following issues/procedures: -
 - a) Admission of new members into the cover and the rate to be applied
 - b) Exit of members who have not claimed
 - c) Admission of members with pre-existing conditions into the cover
 - d) Admission of HIV/AIDS related cases to the cover
 - e) Admission of cancer related cases to the cover
 - f) Admission of Diabetic related cases to the cover
 - g) Procedure to be followed for overseas cover
 - h) Procedure to be followed to procure last expense (if any in your package).

5.2.13 Claims administration:

Give details of the claims settlement turnaround time. Note the time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

5.2.14 Financial Stability:

Bidders should provide documentary prove that they are financially sound. The tender documents must be accompanied with Audited Accounts for the last three years.

5.2.15 Scope of Services:

The medical scheme will be expected to provide:

(a) Inpatient Services:

The In-patient cover benefit will be fully enhanced with pre-existing illnesses, chronic, cancer, diabetic and HIV/aids conditions and include but not limited to the following benefits:

- Accidental and illness hospitalization (accommodation, doctor(s)'fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays)
- In-patient surgery
- Admission bed (private or semi-private)
- First non-elective and emergency caesarean
- Cover for Pre-term/ mature infants.
- Hospitalization due to dental and optical cases
- Gynecological illnesses and operations.
- Post hospitalization benefits
- Ambulance rescue/evacuation (both road and air)
- Maternity cover including premature delivery and caesarean cases.
- Congenital conditions.
- E.N.T.
- Funeral expenses cover of KES. 100,000 for Principal member or spouse; dependent Child KES.50, 000.
- Post hospitalization visits/follow-ups within 3 weeks after discharge.
- Additional benefits/provisions should be specified by the bidder.

(b) Outpatient Services

Provide quality outpatient medical services. The outpatient scheme should encompass the following benefits:

- Routine outpatient consultation, including gynecological cases.
- Diagnostic Laboratory and Radiology services;

- Prescribed Physiotherapy;
- Prescribed drugs and dressings;
- HIV/AIDS related conditions and prescribed ARV's
- Routine Immunization (KEPI)
- Routine Antenatal checkups (Max 1 U/S exam)
- Post-natal care up to six weeks post-delivery;
- Chronic and recurring conditions;
- Outpatient Emergency Ambulance Services;
- Dental services
- Optical services
- Immunizations.
- Counseling services;
- Specialist opinion on referral basis
- Health Education (wellness programmes)
- Congenital conditions.
- E.N.T.
- Diabetic conditions.
- Cancer conditions.
- Medical checks for principal members.
- Any additional benefits should be specified by the bidder

(c) Service Providers

The medical service Provider identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the Agency's Staff and their dependents.

(d) Out of station

Once in a while ABDP staff may be required to perform their duties out of station or travel within the country or overseas to attend training, seminars or workshops. Provision for such cases should be included in the proposal.

(e) Special Treatment

There are cases, which may require special treatment owing to medical history of a few members of staff. This issue will be discussed with the selected bidders

5.2.16 Breakdown of Members

	Staff	Number of Dependents	Total Dependants
	2 members	Each with 4 dependents	8
	5 members	Each with 3 dependents	15
	3 members	Each with 2 dependents	6
			0
TOTAL	10 Staff		29 Dependants

Total Number of Staff = 10

Total Number of Dependents= 29

Total Number of members = 39

Age of Members is between= 2 months to 59 years

SECTION VI - STANDARD FORMS

6.1 PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____

Tender Number _____

1.0 Premiums costing for inpatient Limits Cover options per family (up to Kes 1.7M)

Family Unit	Count		Unit Cost	Total
M+2	3			
M+3	5			
M+4	2			
			Sub Total	
			PHCF	
			Training Levy	
			Stamp Duty	
			<u>Total -</u> <u>1 year</u>	

2.0 Premium Costing for Outpatient Limits – Cover options per family (up to Kes 350,000)

Family Unit	Count		Unit Cost	Total
M+2	3			
M+3	5			
M+4	2			
			Sub Total	
			PHCF	
			Training Levy	
			Stamp Duty	
			<u>Total -</u> 1 year	

Signature of tenderer _____

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

3.0 Premium Costing for Maternity cover options per Family (up to Kes 350,000)

	No of Families	Rate per family	Total
Premiums	10		
PHCF/training levy/stamp duty/etc.			
Total cover cost			

The cover should provide for the normal deliveries, emergency caesarian cases and other related complications:

Signature of tenderer _____

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

4.0 Dental cover options per family (up to Kshs 75,000.00)

The cover should cater for all non-accidental dental procedures and cases, extractions, etc.:

	No of Families	Rate per family	Total
Premiums	10		
PHCF/training levy/stamp duty/etc.			
Total cover cost			

Signature of tenderer _____

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

5.0 Optical cover options per family (up to Kes 75,000)

The cover should cater for all optical procedures, replacement or new lenses and other routine checkups as advised by optician:

	No of Families	Rate per family	Total
Premiums	10		
PHCF/training levy/stamp duty/etc.			
Total cover cost			

Signature of tenderer _____

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

6.0 Group Excess of Loss Up to Kes 100,000 for loss of Principal Member or Spouse and 50,000 for Dependent Child.

	No of Families	Rate per family	Total
Premiums	10		
PHCF/training levy/stamp duty/etc.			
Total cover cost			

Signature of tenderer _____

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

7.0 Enhanced Group Work Injury Benefit (WIBA) 24 Hours cover

This will cover staff both during and outside of work. The benefit will salary for 8 years. Kindly list exact tabulation for various forms of injury and their compensation.

	Staff To be included in WIBA		
	Designation	Number	Premium
1	Programme Coordinator	1	
2	Finance and Administration Manager	1	
3	Aquaculture Specialist	2	
4	Senior Knowledge Management & Monitoring and Evaluation Officer	1	
5	Accountant	1	
6	Procurement Specialist	1	
7	Drivers	3	
		10	

Signature of tenderer _____

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

8.0 Other benefits specifications & limits:

Congenital & Prematurity Cover		
Last Expense per person		
Room Entitlement		
Post Hospitalization		
1st Ever Emergency Caesarian		
Inpatient illness related dental		
Inpatient illness related optical		
Psychiatric conditions		
Well-being clinic		
Vaccinations		
Cover outside Kenya		
Overseas Cover		
Entry age		
Dependents Age and number limit		
Upper Age limit		
Lodger Fees		
Reimbursement option		

Signature of tenderer _____

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

6.2 FORM OF TENDER

Date _____

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda No.s..... [Insert numbers,) of which is hereby duly acknowledged, we, the undersigned, offer to provide and _____ (Insert full name of service) **in** conformity with the said tender documents 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 goods in accordance with the goods schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum Equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] **120 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.

1. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

2. The price as read out in this form shall remain absolute and shall not be subject of correction, adjustment or amendment in any way by any person or entity pursuant to section 82 of the PPAD Act 2015

Dated this _____ day of _____ 20__

{Signature}_____ {in the capacity of} _____

Duly authorized to sign tender for and on behalf of _____

6.3 3.0 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between.....
[Name of procurement entity] of [Country of Procurement entity]
(Hereinafter called “ABDP”) of the one part and [Name of tenderer] of
..... [City and country of tenderer] (Hereinafter called “the tenderer”) of the other
part.

WHEREAS **ABDP** invited tenders for and has accepted a tender by the tenderer
for the provision of in the sum of [Contract
price in words and figures]

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
 - d. The General Conditions of Contract;
 - e. The Special Conditions of Contract; and
 - f. ABDP Notification of Award.
3. In consideration of the payments to be made by ABDP to the tenderer as hereinafter mentioned, the tenderer hereby covenants with ABDP to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. ABDP hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 ABDP)
 In the presence of _____ by _____ the _____ (for ABDP)
 Signed, sealed, delivered by _____ the _____ (for the
 tenderer)
 In the presence of _____

6.4 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

Name of Applicant(s).....

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

You are advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 -General

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

Maximum value of business which you can handle at any one time –

Ksh.....

Name of your bankers.....

Branch.....

Bank Account Number.....

Payment Terms.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality..... Country of Origin.....

Citizenship details.....

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2 (b) – Partnership

Given details of partners as follows

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

1.....

2.....

3.....

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

3.

4.

Part 2 (c) – Registered Company

Private or Public

(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Give details of all directors as follows

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

Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.

1. Company.....Tel/Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact Person.....Designation.....

3. Company.....Tel/Mobile.....

Contact Person.....Designation.....

4. Company.....Tel/Mobile.....

Contact Person.....Designation.....

Part 4-(a) Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the ABDP and any other public or private institutions.

Full Names.....

Signature.....

Dated thisday of20..

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(b) Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of20..

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(c) -Criminal Offence

I/We,(Name (s) of Director(s)):-

a).....

b).....

c).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of.....

Dated thisday of20..

Suppliers' / Company's Official Rubber Stamp

.....

Part 4-(d) Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

d)

For and on behalf of M/s.....

In the capacity of

Dated thisday of20..

Suppliers' / Company's Official Rubber Stamp

.....

Part 4-(e) – Interest in the Firm:

Is there any person/persons in ABDP or any other public institution who has interest in the Firm?

Yes/No (Delete as necessary)

Institution

(Title) (Signature) (Date)

.....
.....

PART 5(I) – EXPERIENCE: Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

	COMPANY NAME	COUNTRY	CONTRACT ORDER NO	VALUE	CONTRACT PERSON (FULL NAMES)	EMAIL	CELL PHONE NO
1							
2							
3							
4							
5							

Part 6(i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which ABDP shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account, - Sec.157 (11) of PPADA:

Account No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor

Certificate...../.....

ID No. (s) :/.....Signature and stamp of the authorized Banker

Representative.....Date.....

Part 7--Declaration

I/We the undersigned state that the above information is correct and that I/We give ABDP to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar’s office, banks etc.

Full names

.....

Signature.....

For and on behalf of M/s

In the capacity of

.....

Date..... Signature of Candidate.....

The Mandatory Business Questionnaire has to be duly filled and stamped in all sections

6.5 TENDER SECURITY FORM

Whereas [Name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender
dated.....[date of submission of tender] for the provision
Of.....

[Name and/or description of the services] (Hereinafter called "the
Tenderer")..... KNOW ALL PEOPLE by these presents that
WE..... of.....having registered office

At.....
[Name of procuring entity] (Hereinafter called "the Bank") are bound
unto.....

[Name of procuring entity] (Hereinafter called "ABDP") in the sum
of.....
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 tenderer on the Tender Form; or
- 2. If the bidder refuses to accept the correction of errors in its bid; or
- 3. If the tenderer, having been notified of the acceptance of its Tender by ABDP 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 Tenderers;

we undertake to pay to ABDP up to the above amount upon receipt of its first written
demand, without ABDP having to substantiate its demand, provided that in its demand
ABDP will note that the amount claimed by it is due to it, owing to the occurrence of one or
both of the two conditions, specifying the occurred condition or
conditions. This 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 date.

[Signature of the bank]_____

6.6 PERFORMANCE SECURITY FORM

To: [Name ABDP]

WHEREAS..... [Name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... [Reference number of the contract]

Dated.....day of 20.....To
supply.....
[Description Goods] (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 the 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 or sums 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 or financial institution]

[Address]

{Date

6.8 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

6.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
..... Dated the...day 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.

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

- 1.
- 2.

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review

Board..... day of 20.....

SIGNED
Board Secretary