



**KENYA VETERINARY VACCINES PRODUCTION INSTITUTE
(KEVEVAPI)**

**TENDER FOR PROVISION OF VARIOUS INSURANCE COVERS FOR
THE YEAR 2019**

TENDER NO. KVVPI/T/01/2018/2019

TENDER DATE: 11 /10/2018

CLOSING DATE: 06/11/2018

Table of Contents	Page
INTRODUCTION	3
Section I INVITATION FOR TENDERS.....	3
Section II INSTRUCTION TO TENDERERS	4
Appendix to instructions to tenderers	16
Section III GENERAL CONDITIONS OF CONTRACT.....	16
Section IV SPECIAL CONDITIONS OF CONTRACT	20
Section V SCHEDULE OF REQUIREMENTS	21
Section VI STANDARD FORMS	29
1. FORM OF TENDER	30
2. PRICE SCHEDULES.....	31
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	32
5. TENDER SECURITY FORM	33
6. PERFORMANCE SECURITY FORM.....	34

SECTION 1- INVITATION TO TENDER

TENDER FOR PROVISION OF VARIOUS CATEGORIES OF INSURANCE COVERS FOR KEVEVAPI

TENDER NO. KVVPI/T/01/2018/2019

KENYA VETERINARY VACCINES PRODUCTION INSTITUTE invites eligible Insurance service providers to participate in the above captioned tender

Tender document with detailed information may be viewed and down loaded from www.kevevapi.or.ke or IFMIS website supplier.treasury.go.ke free of charge.

Those who download the document must immediately forward their particulars (i.e. Name & contacts of the tenderer on email to procurement@kevevapi.org for record purposes and any further tender clarifications and addenda.

The completed tender in plain sealed envelope clearly marked with Tender reference Number and Tender reference name; shall be addressed to;

The Chief Executive Officer

Kenya Veterinary Vaccines Production Institute (KEVEVAPI)

P.O. Box 53260, Code: 00200

NAIROBI, KENYA

and deposited in the Tender Box at the **Reception** of KEVEVAPI Headquarters

Located at Industrial Area, Road A, OFF- Enterprise Road, so as to be received on or before **06/11/2018 at 12:00 Noon** Local Time. **Tenders** will be opened on the same date and time at the **KENYA VETERINARY VACCINES PRODUCTION INSTITUTE Headquarters** in the presence of candidates/representatives who wish to attend.

Late Tenders will be rejected.

“Registered Youth, Women and Persons with Disabilities are encouraged to quote”

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses	Page
2.1 Eligible Tenderers.....	5
2.2 Cost of Tendering.....	5
2.3 Contents of Tender document.....	5
2.4 Clarification of Tender document.....	6
2.5 Amendments of Tender document.....	6
2.6 Language of Tenders.....	6
2.7 Documents Comprising the Tender.....	6
2.8 Tender Form.....	7
2.9 Tender Prices.....	7
2.10 Tender Currencies.....	7
2.11 Tenderers Eligibility and Qualifications.....	7
2.12 Tender Security.....	7
2.13 Validity of Tenders.....	8
2.14 Format and Signing of Tenders.....	8
2.15 Sealing and Marking of Tenders.....	9
2.16 Deadline for Submission of Tenders.....	9
2.17 Modification and Withdrawal of Tenders.....	9
2.18 Opening of Tenders.....	9
2.19 Clarification of Tenders.....	10
2.20 Preliminary Examination.....	10
2.21 Conversion to Single Currency.....	10
2.22 Evaluation and Comparison of Tenders.....	11
2.23 Contacting the Procuring Entity.....	11
2.24 Post-Qualification.....	11
2.25 Award Criteria.....	12
2.26 Procuring Entity's Right to Accept or Reject any or all Tenders.....	12
2.27 Notification of Award.....	13
2.28 Signing of Contract.....	13
2.29 Performance Security.....	13
2.30 Corrupt or Fraudulent Practices.....	13

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.
- 2.2.3 The procuring entity shall allow the tenderer to view and download the tender document from the KEVEVAPI website www.vaccines@kevevapi.org or IFMIS website supplier.treasury.go.ke free of charge.

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) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender document. Failure to furnish all information required by the tender document or to submit a tender not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Document

- 2.4.1 A Candidate making inquiries of the tender document may notify the Procuring entity by post, or by email at the procuring entity's address indicated in the Invitation to tender. The Procuring entity will respond in writing to any request for clarification of the tender document, which it receives not later than seven (7) days prior to the deadline of the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entity's 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 document.
- 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.

2.5 Amendment of Tender Document

- 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 document will be notified of the amendment online 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
 - (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 document, 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 levies 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 its 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 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 and in form of;
- a) A bank guarantee.
 - b) An insurance guarantee from an approved list of insurance firms
- 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 as 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 tender document 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.

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 put the tender document in a sealed envelope and be addressed to

**The Chief Executive Officer
Kenya veterinary vaccines production institute
P.O. Box 53260-00200
NAIROBI**

2.16. Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **6th November 2018 at 12:00 Noon**

2.16.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender document 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.

2.17. 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 post or email but followed by a signed confirmation copy, postmarked no 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 **6th November 2018 at 12:00 Noon**.

2.18.2 And in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.3 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.

2.18.4 The Procuring entity will prepare minutes of the tender opening.

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 tenderer's 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 document. For purposes of this paragraph, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document 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 consider, 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

- (b) 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.
- (c) Deviation in payment schedule
- (d) 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 tenderer's 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 consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's 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 award, 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 his 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 Notification Form, the successful tenderer shall sign, date 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 the contract 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.

Appendix to instructions to Tenderers

The following information for the procurement of medical insurance cover 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	Particulars of eligible tenderers Various Insurance policies for year 2019
2.12	Tender Security Tender security shall be in form of Bank Guarantee or from an authorized Insurance Firm amounting to 2% of the Total Tender Sum and must be valid for not less than 120 days after tender opening.
2.15.2 (b)	Tender Closing The closing date shall be 6th November 2018 at 12:00 Noon.

Table of Clauses	Page
3.1 Definitions.....	16
3.2 Application.....	16
3.3 Standards.....	16
3.4 Use of Contract Documents and Information.....	17
3.5 Patent Rights.....	17
3.6 Performance Security.....	17
3.7 Delivery of Services and Documents.....	18
3.8 Payment.....	18
3.9 Prices.....	18
3.10 Assignment.....	18
3.11 Termination for Default.....	18
3.12 Termination for Insolvency.....	19
3.13 Termination for Convenience.....	19
3.14 Resolution of Disputes.....	19
3.15 Governing Language.....	19
3.16 Applicable law.....	19
3.17 Force Majeure.....	20
3.18 Notices.....	20

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" mean 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 superseded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

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 bank guarantee

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

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

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

3.9. Prices

- 3.9.1 Prices charged 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 undelivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the 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 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 notice's effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Reference of General Conditions of Contract	Special Condition of Contract
3.6	<p>Performance security: Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KEVEVAPI the performance bond in the form of a bank or insurance guarantee approved by the institute and be at least 10% of the contract value</p>
3.8	<p>Payment Payment terms are that payment shall be made within 30 days from the date the services are provided and, or contract is signed by the two parties.</p>

SECTION V - SCHEDULE OF REQUIREMENTS

1). Type of Insurance Cover: **GROUP LIFE ASSURANCE**

Period of Cover: **1st January 2019 to 31st December 2019**

S/No.	Class of Insurance	Description of the cover	Sum insured and Premium cost Inclusive of levies in Kshs	Name of Insurer
1.	Group Life Assurance Scheme	168 permanent members of staff monthly basic salary Kshs. 7,348,537 Million. Staff annual gross basic salary Kshs. 88,182,444 Million. Quote for 5 years salary and Last expense for 712 members both principal and dependants at Ksh. 100,000/= shared per family.		
TOTAL ANNUAL PREMIUM				

2). Type of Insurance Cover: **GPA, WIBA, EMPLOYER'S LIABILITY**

Period of Cover: **1st January 2019 to 31st December 2019**

S/No.	Class of Insurance	Description of the cover	Sum insured and Premium cost Inclusive of levies in Kshs.	Name of Insurer
2	Group Personal Accident - Staff	168 permanent members of staff monthly basic salary Kshs. 7,348,537 Million. Staff annual gross basic salary Kshs. 88,182,444 Million. Quote for 5 years annual basic salary on death & Permanent Total Disability, Medical expenses up to maximum of Kshs. 100,000/=		
	Group Personal Accident - Board of Management Members	Death/ Permanent Total disability for 12 Board of Management members. Kshs.3 Million. Medical expenses up to maximum of Kshs. 200,000. Premium per Board Member.		
	Work Injury Benefits Act	168 Permanent members of staff and 15 casuals. Monthly salary for Permanent Staff Kshs. 7.3 Million. Monthly wages for 15 casuals Ksh. 240,000/= Quote as per WIBA Act. Medical expenses up to Ksh 100,000. Last expense Ksh.30,000 shared per family.		
	Employers' liability	Any liability arising from disease, fatality, or injury to an employee resulting from workplace conditions or practices. Any one person 4 Million, any one occurrence 15 Million. Any one year 30 Million. Cover to be on claims made and as per WIBA policy.		
TOTAL ANNUAL PREMIUM				

3). Type of Insurance Cover: Fire Industrial and Domestic, Burglary, Public Liability, Fidelity Guarantee, All Other Risks on ICT equipment, Fire & Perils on vaccines on production and Burglary on vaccines in stock.

Period of Cover: **1st January 2019 to 31st December 2019**

S/No.	Class of Insurance	Description of the cover	Sum insured and Premium cost Inclusive of levies in Kshs.	Name of Insurer
1	Fire Industrial and Domestic	Buildings & Plant within KEVEVAPI sum insured at Kshs. 621,000,000/=		
3.	Burglary	Consisting of fixtures, Furniture, Machinery & Equipment. Sum insured at Kshs. 108,000,000/=		
4	Public Liability	Claims of personal injury or property damage by third part as a result of business activity. Any one period sum insured Ksh. 10,000,000/=		
5	Fidelity Guarantee	All employees handling office cash and cheques. Aggregate sum value Kshs. 2,000,000/=		
6	All other Risks on Office equipment	All office equipment, including 40 desktops, 20 laptops, 2 Photo copiers and 20 - printers, 15 calculators, Data Centre, fans, 2 -safes, 4 -servers, 2-switch board and 60 handsets, CCTV Cameras and software's valued at Kshs. 13,000,000		
7	Fire & Perils on vaccines under production	Veterinary vaccines on production and as stock sum value Ksh. 15,000,000/=		
8	Burglary on vaccines in stock	Veterinary vaccines in stock sum value Ksh. 15,000,000/=		
TOTAL ANNUAL PREMIUM				

4). Type of Insurance Cover: Comprehensive Insurance cover inclusive of excess protector for Motor Vehicles and Tractors.

Period of Cover: **1st January 2019 to 31st December 2019**

S/No	Class of Insurance	Description of the cover	Sum insured and Premium cost Inclusive of levies in Kshs.	Name of Insurer
1	Nine Motor vehicles and Two (2) tractors	See attached List of the motor vehicles and Tractors		
TOTAL ANNUAL PREMIUM				

IST OF MOTOR VEHICLES AND TRACTORS - 2019

SERIALNO.	M.V. REG. NO.	MAKE/MODEL	YEAR OF MANUFACTURE	ENGINE CAPACITY	VALUATION (KSHS)	SUM INSURED	ANNUAL PREMIUM INCLUSIVE OF EXCESS PROTECTOR	NAME OF INSURER
1.	KCE 685 D	Toyota Prado	2015	2982 CC	6,630,000			
2.	KCE 672 D	Toyota Hilux Double Cab.	2015	2494 CC	3,540,000			
3.	KCE 671 D	Toyota Hilux Double Cab.	2015	2494 CC	3,540,000			
4.	KBQ 013D	NISSAN X- TRAIL-T30	2010	2184CC	1,450,000			
5.	KBN 150E	NISSAN-J46	2010	2663CC	645,000			
6.	KBN 116E	NISSAN D/CAB-J84	2009	3153CC	860,000			
7.	KBN 115E	NISSAN D/CAB-J84	2009	3153CC	790,000			
8.	KAT 581X	TOYOTA-CORROLLA	2004	1800CC	400,000			
9.	KAT 264X	ISUZU-NPR66	2005	4300CC	670,000			
10.	KAD 199M	FORD- TRACTOR 3940	N/A	3930CC	300,000			
11.	KCP 162K	SAME Tiger 80.4DT	2016	80-85 HP	3,200,000			

6.0 EVALUATION AND COMPARISON OF TENDERS

6.1.1 MANDATORY REQUIREMENTS

Tenderers are required to submit copies of the following **MANDATORY DOCUMENTS** which will be used during Preliminary Examination to determine responsiveness

1. Copy of certificate of Registration/Incorporation from the registrar of companies
2. Copy of Valid Tax Compliance certificate from Kenya Revenue Institute
3. Must Fill the Price Schedule in the format provided in the tender document
4. National Social Security Fund and National Hospital Insurance Fund certificate confirming their compliance
5. Must Fill the Form of Tender in the format provided in the tender document
6. Must Submit a Tender Security of 2% of the total tender sums valid for 120 days after date of tender opening
7. Must submit a dully filled up Confidential Business Questionnaire in format provided in the tender document
8. Must be registered with the Insurance Regulatory Institute and a copy of the current license be submitted.
9. Must have been in existence and actively undertaking insurance covers for the last three years.

Tenders which do not satisfy any of the above requirements shall be rejected automatically at this stage and shall not be evaluated further.

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. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **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.
5. **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:
(Name and address of procuring entity)

Date

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 cover 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 medical Insurance 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. The conditions in the Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of 2018

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

Price Schedule Form

ITEM No.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM(KSH)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
Total Premium			

Confidential Business Questionnaire Form

To: The Chief Executive Officer
Kenya Veterinary Vaccines Production Institute
P.O. Box 53260 -00200
NAIROBI, KENYA.

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

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

Part 1: General:

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

Part 2(a) – Sole Proprietor:

Your name in full AgeGender.....
Nationality Country of origin
Citizenship

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

Tender Security Form

To: The Chief Executive Officer
Kenya Veterinary Vaccines Production Institute
P.O. Box 53260 -00200
NAIROBI, KENYA.

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

KNOW ALL PEOPLE by these presents that WE [name of bank/insurance] 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/insurance binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/insurance this day of 2018

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 Guarantors]

Performance Security Form

To: The Chief Executive Officer
Kenya Veterinary Vaccines Production Institute
P.O. Box 53260 -00200
NAIROBI, KENYA.

WHEREAS [Name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. [Reference number
of the contract] dated 2018 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 of 10 % of the total contract amount 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 or financial institution]

[Address]

[Date]