



KENYA NATIONAL SHIPPING LINE LTD

TENDER DOCUMENT

FOR

**PROVISION OF COMPREHENSIVE MEDICAL COVER,
UNDERWRITERS AND BROKERS**

TENDER NO. KNSL/002/2021-22

**KENYA NATIONAL SHIPPING LINE LTD
P.O. Box 88206-80100
MOMBASA
KENYA.**

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Website: *www.knsl.go.ke***

TABLE OF CONTENTS

	Page
Section I	INVITATION FOR TENDERS.....3
Section II	INSTRUCTION TO TENDERERS.....4-5
	Appendix to instructions to tenderers 17
Section III	GENERAL CONDITIONS OF CONTRACT.....25
Section IV	SPECIAL CONDITIONS OF CONTRACT..... 31
Section V	SCHEDULE OF REQUIREMENTS 36
Section VI	STANDARD FORM.....43
	TENDER FORM..... 44
	PRICE SCHEDULE.....45
	CONTRACT FORM.....46
	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM47
	TENDER SECURITY FORM50
	PERFORMANCE SECURITY FORM.....51
	SELF DECLARATION THAT THE PERSON /TENDERER IS NOT DEBARRED IN THE MATTER OF PUBLIC PROCUREMENT.....52
	SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRADULENT PRACTICE53
	LETTER OF NOTIFICATION OF AWARD.....54
	OATHS AND STATUTORY DECLARATION FORM.....55-56
	BANK GUARANTEE FOR ADVANCE PAYMENT.....57

SECTION I: INVITATION FOR TENDERS

TENDER REF. NO: KNSL /002/2021-22

11th May 2021

TENDER NAME: PROVISION OF COMPREHENSIVE GROUP MEDICAL COVER,

- 1.1 **KENYA NATIONAL SHIPPING LINE LTD** invites sealed tenders from eligible candidates for *Provision of comprehensive Medical Cover.*
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **KENYA NATIONAL SHIPPING LINE LTD, Procurement Office (Located at Moi Avenue, New canon towers II, first floor)** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from our website (www.knsl.go.ke) for free or from our offices upon payment of a non-refundable fee of **(Ksh.1,000/=)** in bankers cheque payable to **KENYA NATIONAL SHIPPING LINE LTD** or deposit slip (**KCB Bank-Treasury square, Bank Account no. 1107636639**)
- 1.4 Prices quoted should be inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (**KENYA NATIONAL SHIPPING LINE LTD Reception**) and be addressed to (**KENYA NATIONAL SHIPPING LINE LTD P.O. BOX 88206 – 80100 Mombasa**) so as to be received on or **25th May 2021 at 10:00 Hours**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at (**KENYA NATIONAL SHIPPING LINE LTD Board room**).
- 1.7 Tenders received later than the stated date and time above shall be rejected and returned unopened.

For: THE OFFICE OF MANAGING DIRECTOR

SECTION II: INSTRUCTIONS TO TENDERERS

Table of Content - Clauses

	Page
2.1: Eligible Tenderers.....	6
2.2: Cost of Tendering.....	6
2.3: Contents of Tender document.....	6
2.4: Clarification of Tender document.....	7
2.5: Amendments of Tender document.....	7
2.6: Language of Tenders.....	8
2.7: Documents Comprising the Tender.....	8
2.8: Tender Form.....	8
2.9: Tender Prices.....	8
2.10: Tender Currencies.....	9
2.11: Tenderers Eligibility and Qualifications.....	9
2.12: Tender Security.....	9
2.13: Validity of Tenders.....	10
2.14: Format and Signing of Tenders.....	10
2.15: Sealing and Marking of Tenders.....	10
2.16: Deadline for Submission of Tenders.....	11
2.17: Modification and Withdrawal of Tenders.....	11
2.18: Opening of Tenders.....	12
2.19: Clarification of Tenders.....	12
2.20: Preliminary Examination.....	12

2.21: Conversion to Single Currency.....	13
2.22: Evaluation and Comparison of Tenders.....	13
2.23: Contacting the KENYA NATIONAL SHIPPING LINE LTD.....	14
2.24: Post-Qualification.....	14
2.25: Award Criteria.....	15
2.26: KENYA NATIONAL SHIPPING LINE LTD’s Right to Accept or Reject any or all Tenders..	15
2.27: Notification of Award.....	15
2.28: Signing of Contract.....	16
2.29: Performance Security.....	16
2.30: Corrupt or Fraudulent Practices.....	16
2.31: Appendix to instructions to Tenders.....	17

SECTION II: INSTRUCTIONS TO TENDERERS

2.1: ELIGIBLE TENDERERS

- 2.1.1: This Invitation for **PROVISION OF COMPREHENSIVE MEDICAL COVER** is open to all eligible tenderers 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: **KENYA NATIONAL SHIPPING LINE LTD's** employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 **KENYA NATIONAL SHIPPING LINE LTD** 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 **KENYA NATIONAL SHIPPING LINE LTD**, 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 be **Kshs.1,000/=** for tender documents collected from the office but the tender documents may be obtained from our website (www.knsl.go.ke) free of charge.
- 2.2.3: **KENYA NATIONAL SHIPPING LINE** shall allow the tenderer to go through the tender document free of charge before purchase.

2.3: CONTENTS OF TENDER DOCUMENT

- 2.3.1: The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- i. Instructions to Tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Details of medical Insurance Cover
 - v. Form of Tender
 - vi. Price Schedules

- vii. Contract Form
- viii. Confidential Business Questionnaire Form
- ix. Tender security Form
- x. Performance security Form
- xi. Oaths and Statutory Declaration Form
- xii. Bank Guarantee for Advance Payment
- xiii. 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 KENYA NATIONAL SHIPPING LINE LTD by post or by email at the Company's address indicated in the invitation for tenders. KENYA NATIONAL SHIPPING LINE LTD will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by the Company. Written copies of the Company 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: KENYA NATIONAL SHIPPING LINE LTD shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5: AMENDMENT OF TENDER DOCUMENTS

2.5.1: At any time prior to the deadline for submission of tenders, KENYA NATIONAL SHIPPING LINE LTD, 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 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, KENYA NATIONAL SHIPPING LINE LTD, 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 KENYA NATIONAL SHIPPING LINE LTD, 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 2.1.1 and 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) Confidential business questionnaire

2.8: TENDER FORM

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

2.9: TENDER PRICES

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

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

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

2.10: TENDER CURRENCIES

2.10.1: Prices shall be quoted in Kenya Shillings

2.11: TENDERERS ELIGIBILITY AND QUALIFICATIONS

2.11.1: Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 KENYA NATIONAL SHIPPING LINE LTD's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12: TENDER SECURITY Kshs. 110,000.00

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 be of **Kshs.110,000.00** only from a **reputable bank or** insurance company approved by **PPRA**. Bid security must remain valid for 150 days after bid submission deadline.

2.12.3: The tender security is required to protect KENYA NATIONAL SHIPPING LINE LTD 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 a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee
- b) Cash
- c) Such insurance guarantee approved by the authority

NB: In cases where Insurance guarantee is provided, tenderers are required to provide the guarantee from another insurance firm and NOT from their own firm

2.12.5: Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KENYA NATIONAL SHIPPING LINE LTD as non-responsive, pursuant to paragraph 2.20.

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 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

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 2.28 or
 - (ii) To furnish performance security in accordance with paragraph 2.29.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13: VALIDITY OF TENDERS

2.13.1: Tenders shall remain valid for **120** days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KENYA NATIONAL SHIPPING LINE LTD as non-responsive.

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

2.14: FORMAT AND SIGNING OF TENDERS

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

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

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

2.15: SEALING AND MARKING OF TENDERS

2.15.1: The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER" The envelopes shall:

2.15.2: The inner and outer envelopes shall:

- (a) Be addressed to KENYA NATIONAL SHIPPING LINE LTD at the address given in the Invitation for Tender.

(b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE 25th May 2021 at 10.00 am.

2.15.3: The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4: If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KENYA NATIONAL SHIPPING LINE LTD will assume no responsibility for the tender’s misplacement or premature opening.

2.16: DEADLINE FOR SUBMISSION OF TENDERS

Tenders must be received by KENYA NATIONAL SHIPPING LINE LTD at the address specified under paragraph 2.15.2 not later than **25th May 2021 at 1000 Hours.**

2.16.1 **KENYA NATIONAL SHIPPING LINE LTD** 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 Company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.2 Bulky tenders which will not fit the tender box shall be received by KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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 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.

2.17.5 KNSL may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KNSL 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.

2.18: OPENING OF TENDERS

- 2.18.1 KENYA NATIONAL SHIPPING LINE LTD will open all tenders in the presence of tenderers' representatives who choose to attend on, **25th May 2021 at 1000 Hours** 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 KENYA NATIONAL SHIPPING LINE LTD, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD in its 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: KENYA NATIONAL SHIPPING LINE LTD 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 **Section 82 of the Public Procurement and Asset Disposal Act 2015 and Section 74(2) of Public Procurement and Asset regulations, 2020 shall Apply to this Tender. Any tender submitted with arithmetical errors shall be declared non-responsive and shall therefore be rejected by KNSL.**
- 2.20.3 KENYA NATIONAL SHIPPING LINE LTD 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, KENYA NATIONAL SHIPPING LINE LTD 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. Kenya National Shipping Line Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by KENYA NATIONAL SHIPPING LINE LTD 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, KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 KENYA NATIONAL SHIPPING LINE LTD'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

KENYA NATIONAL SHIPPING LINE LTD requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. A tender offering to perform longer than Company's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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.

KENYA NATIONAL SHIPPING LINE LTD 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.

2.22.5 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.

2.23: CONTACTING KENYA NATIONAL SHIPPING LINE

2.23.1: Subject to paragraph 2.19 no tenderer shall contact KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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: KENYA NATIONAL SHIPPING LINE LTD 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'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 KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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: KENYA NATIONAL SHIPPING LINE'S RIGHT TO ACCEPT OR REJECT ANY OR ALL TENDERS

- 2.26.1 **KENYA NATIONAL SHIPPING LINE LTD** 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 Company's action. If **KENYA NATIONAL SHIPPING LINE LTD** determines that none of the tenders is responsive, The Company shall notify each tenderer who submitted a tender.
- 2.26.2 **KENYA NATIONAL SHIPPING LINE LTD** 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, **KENYA NATIONAL SHIPPING LTD**
- 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 **KENYA NATIONAL SHIPPING LINE LTD** 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, **KENYA NATIONAL SHIPPING LINE LTD** 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 **KENYA NATIONAL SHIPPING LINE LTD** notifies the successful tenderer that its tender has been accepted, it will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KENYA NATIONAL SHIPPING LINE LTD.

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 fifteen (15) 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 KENYA NATIONAL SHIPPING LINE LTD

2.29.2: Failure by the successful tenderer to comply with the requirement of paragraph 2.29.1 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KENYA NATIONAL SHIPPING LINE LTD may make the award to the next lowest evaluated tender or call for new tenders.

2.30: CORRUPT OR FRAUDULENT PRACTICES

2.30.1 KENYA NATIONAL SHIPPING LINE LTD 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: KENYA NATIONAL SHIPPING LINE LTD will reject a proposal for award 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.

PROVISION OF MEDICAL INSURANCE COVER BOARD MEMBERS AND STAFF

Instruction to tenderers	Particulars of appendix to instructions to tenderers
2.1:	Particulars of Eligible Tenderers Underwriters and Brokers-Insurance Companies Licensed by the Insurance Regulatory Authority and eligible to provide medical.
2.12:	Particulars of tender security applicable Form of tender security: The tender security shall be in the form of a guarantee from a reputable bank or an insurance company approved by PPRA. Self guaranteed tender security not allowed.
2.13	Validity of tenders : Tenders shall remain valid for 150 days after date of tender opening.
2.16.2	Bulky tenders which will not fit the tender box shall be delivered to the Procurement Unit. At 1 st Floor New Cannon Towers, along Moi Avenue Mombasa.

PRELIMINARY EVALUATION CRETERIA:

Tenderers are required to meet the following MANDATORY REQUIREMENT which shall be used during Preliminary Examination to determine responsiveness. .

PREMILINARY/MANDATORY REQUIREMENTS

S.N.	RESPONSIVE/MANDATORY REQUIREMENTS	YES/NO
1.	Certificate of registration/or Incorporation Certified by Commissioner of Oaths/advocate/registrar of companies.	
2.	Submit a valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)	
3.	Submit ORIGINAL tender security (Kshs.110, 000) valid for a period of 150 days from the date of opening of tender.	
4.	Attach valid (for 2021) evidence of membership from Association of Kenya Insurer's (AKI).	
5.	Attach valid copy (for 2021) of Registration Certificate from Insurance Regulatory Authority (IRA).	
6.	Valid (for 2021) Trade License and/or unified Business permit issued by relevant government agency and should be certified by commissioner of oaths/advocate.	
7.	Properly filled, signed and stamped Confidential Business Questionnaire in the format provided. (Attach copies of the firm Directors ID and CR12 certified by Commissioner for Oaths/Advocate).	
8.	Submit dully filled and signed Form of Tender in the format presented.	
9.	Provide ONE ORIGINAL and a REPLICA COPY of the original tender document which should be properly bound and paginated/serialized/numbered in a sequential manner on all pages and all attachments.	
10.	Bidders must quote for both inpatient and outpatient for the bids to be responsive.	
11.	Submit audited accounts for the last three years 2017, 2018, and 2019. The Financial Audited statements MUST bear the name and Practicing License/Certificate Number of Auditor/s.	
12.	Price Schedule form	
13.	Submit a Signed and stamped Declaration statement that the firm has NOT been debarred by Public Procurement Regulatory Authority (PPRA) as per the provided format.	
14.	Submit a Signed and stamped Declaration statement that the firm will not be involved in corrupt or fraudulent practices as per provided format.	

The bidder **MUST** meet all mandatory requirements in order to proceed to technical evaluation.

B1. TECHNICAL EVALUATION CHECKLIST – MEDICAL COVER

	Item	Description	Bidders Comments: Complied/NOT Complied.
1.	Out Patient Cover Limit Per family (Shared)	Category M – Kshs.75,000 Category M+1 – Kshs.150,000 Category M+2 – Kshs.225,000 Category M+3 – Kshs.300,000 Category M+4 – Kshs.300,000 Category M+5 – Kshs.300,000 Directors - Kshs.100,000	
2.	Inpatient Cover Limit Per family (Shared)	Non - Managers Category M- Kshs.1,000,000 Category M+1 –Kshs.3,000,000 Category M+2 –Kshs.3,000,000 Category M+3 –Kshs.3,000,000 Category M+4 –Kshs.3,000,000 Category M+5 –Kshs.3,000,000 Managers – 4,000,000 Directors –Kshs.2,000,000	
3.	Claims Administration	Within 14 days	
4.	Mode of Service Access	Use smartcards	
5.	No Co- Payment for any service access.	Waiver of co-payment for any service	
6.	Age Limit of members and Spouses	No age limit for members and spouses	
7.	Waiting Period	No waiting period to join the scheme	
8.	Hospital Accommodation	Directors and Management – Private ward, minimum of Kshs.18,000 per day. Other staff members – Semi Private ward.	
9.	Access to specialists	Direct access to Specialists e.g. dentists, Ophthalmologists, pediatricians, obs/Gynecologists etc. No preauthorization required for access to specialist services.	
10.	COVID-19 related treatment	Disclose if COVID-19 is covered or not. If covered, state to what extent i.e. in private or Government hospitals.	
11.	Newly diagnosed chronic conditions and HIV/ AIDS related illness & counseling, pre-existing conditions, critical illness and congenital defects.	Covered to the full overall cover limit.	
12.	Pre-existing conditions, chronic	Covered to the full overall cover limit.	

	conditions, congenital conditions and genetic disorders including Renal dialysis, cancer and Genetic disorders.		
13.	Maternity	For normal child birth, emergency, elective and subsequent caesarian section including pregnancy related complications i.e. Miscarriages – Kshs.250,000	
14.	Overseas cover access	Covered to the full overall limit	
15.	Prescribed physiotherapy, chemotherapy and radiotherapy.	Covered in both inpatient and outpatient to the full Overall cover limit.	
16.	Major organ transplant including the cost of organ donor.	Covered to the full overall cover limit.	
17.	Accident caused, dental and optical expenses, Non-accident ophthalmologic surgery and non- accident dental surgery including laser eye correction.	Covered to the full overall cover limit.	
18.	Emergency road ambulance services and air evacuation.	Covered to the full within inpatient and outpatient cover.	
19.	Professional fees for specialist doctors (physicians, Surgeons, and anesthetists).etc	Covered to the full overall cover limit.	
20.	Theatre charges- Surgical, ICU/HDU Charges.	Covered to the full overall cover limit.	
21.	In – Patient prescribed drugs/medicines and dressings (including prescription on discharge).	Covered to the full overall cover limit.	
22.	Internal & External surgical implants, appliances, joint replacements and prosthesis including replacement of prostheses on doctor’s recommendation. External aids on prescription (Wheel chair, corsets/walking frames, crutches, hearing aids, dental braces).	Covered to the full overall cover limit.	
23.	Psychiatry and psychotherapy treatment	Covered to the full overall cover limit.	
24.	Terrorism Cover	Covered to the full overall cover limit.	
25.	Outpatient – Consultation prescription drugs prescribed routine laboratory tests, Radiology (X- Ray and Ultrasound, CT scan and MRI etc.).	To cater for both illness and accident related injuries as per full cover.	
26.	Day Care Surgery	For minor surgical treatment that may not necessarily require hospital admission as per full inpatient cover.	

27.	List of service providers	List of hospitals (Medical Institutions), medical specialists, Chemists/Pharmacies, laboratories, imaging services should be attached. List should have coverage of all counties/towns in Kenya.	
28.	Combined Dental and optical cover per family as a separate benefit.	Dental Kshs.30, 000 per family per year & Optical Kshs.30, 000 per family per year.	
29.	Immunization (KEPI, Baby friendly & non KEPI	Covered upto kshs 20,000 per family under outpatient sublimit	
30.	Last Expense or Funeral cover	For the principal members (staff) and their insured dependencies (spouses and children) at Kshs.200,000 and Kshs.100, 000 per Director. This is covered within the inpatient limit.	
31.	Exclusions	Explanation on exclusions and any limitations to the cover	
32.	Sub-limits	Where a figure on sub-limit for the items above is not given, it is assumed that the limit is the overall cover limit and will earn full score. No changes on sub-limits that are to the disadvantage of KNSL can be introduced after the award.	

B2. EVALUATION - TECHNICAL CAPABILITY

	Item	Description	Maximum Scores
1.	Firm Experience	Must provide evidence of experience in provision of similar services and magnitude in the last (3) years of at least(5)reputable Corporate clients and the total clients premiums should be 10m and above i.e Provide at least five(5no) Copies of LSO/Contracts.	5
2.	Professional qualification and experience of two (2) other officers who shall manage the scheme (attach CVs).	Relevant degree/professional qualification – 1 mark. Postgraduate degree / Diploma –0.5 mark.	1
		At least three (3) years’ experience in the insurance industry – 0.5 Mark per officer.	1
3.	Overseas access to medical services	On direct access – 3 Marks. On reimbursement basis – 1 Marks	3

4.	Age limit of children dependents	From birth up to 25 years if they are still dependent on the parents - 1 marks. From birth up to 23 years if they are still dependent on the parents.0.5 Marks	1
5.	COVID-19 related treatment	COVID-19 is covered in: Private hospital – 8 marks Government hospitals– 4 marks Not covered - nil	8
6.	Pre-existing conditions, chronic conditions, congenital conditions and genetic disorders including Renal dialysis, cancer and Genetic disorders.	Kshs.2,000,000 per family per year based on inpatient cover benefit limit – 7 Marks. Between 1,500,000 – 2,000,000 per family per year based on inpatient cover benefit limit – 3 Marks. Below 1,000,000 -Award nil	7
7.	Antenatal Clinics and post Natal Clinics	Covered up to six (6) weeks post – partum. (Award nil if less than 6 weeks)	1
8.	Maternity	For normal childbirth, emergency, elective and subsequent caesarian section. Maternity related complications covered 3marks, Maternity related complications not covered 0 marks	3
9.	Immunization	Baby friendly immunizations on cover including other vaccination not included in KEPI schedule and non – KEPI vaccines - 1 mark. KEPI immunizations (only) - 0.5 marks	1
10.	Post Hospitalization benefit for accident and surgical / other admissions within thirty days after discharge	Based on outpatient cover Above kshs 40,000 – 2 Marks Above Kshs.20,000 – 1 Mark Below Kshs.20,000 – 0 Marks	2
11.	Emergency Air evacuation	Within East Africa – 2 marks. Within Kenya only – 1 Marks	2
12.	Basic accommodation cost for one resident mother or guardian during admission of children less than twelve (12) years of age	12 years – 1 Marks 8 Years – 0.5Marks. Below 8 years - 0	1
13.	Annual medical check- ups for principal members and spouse. (Including prostate Antigen Test for male employees and pap smear for female employees, among others) once per person during any one cover.	Based on outpatient cover for minimum kshs 20,000 - 1Marks Below Kshs.20,000 - 0marks	1

14.	Dental and optical services access	No preauthorization required – 2 Marks. Pre- authorization required – 1 Marks	2
15.	Facilitate health talk	At least once every quarter	1
16.	List of service providers	Hospital and specialist network coverage. List should have coverage of all counties in Kenya.	4
17.	Medical Cover Benefits	Any other benefits- One point each to a maximum of five points State any other benefit	1
18.	Last Expense or Funeral cover	For the principal members (staff) and their insured dependencies (spouses and children) at Kshs.200,000 and Kshs.100, 000 per Director. This is covered within the inpatient limit.	1
20	Hospitals	Must state willingness to accommodate hospitals recommended by the client	1
21.	Re-Insurance arrangements	Must provide evidence of Re-Insurance arrangements of medical insurance Business approved by IRA for 2020.	1
22	Sample policy document	Submit a sample policy document for the medical cover.	1
23	Credit facilities	Provide letters /contract confirming credit facilities for the year 2019 or 2020 from four(4No.).Major hospitals Nairobi, Mombasa and Kisumu respectively. The letters should always be in the clients letter head dully signed and stamped: NB: The Letters should be addressed to the Managing Director-KNSL.	1
	TOTAL SCORE		50

B3. EVALUATION - FINANCIAL CAPABILITY

NO	CRETERION	POINTS
1.	Firms average Turnover over for the last 3 years Greater Than or equal to 500 million = 8marks Less than 500m but greater than or equal to 250m = 5mks Less than 250m but greater than or equal to 50m = 3mk Less than=1 mark	8
2.	Gearing ratio: Less than or equal to 0.5 = 7marks More than 0.5 to less than or equal to 0.75 = 5marks More than 0.75 to less than or equal to 1 = 3mark More than 1 = 1 mark	7
3.	Liquidity ratio: 2.0 = 7 marks 1.5 = 5marks 1.0 = 3mark Below 1 = 1mark	7
4.	Asset/Capital ratio: Less than or equal to 1 = 7marks More than 1 to less than or equal to 1.25= 5marks More than 1.25 to less than or equal to 1.5 = 3mark More than 1.5 = 1mark	7
5.	Evidence credit worthiness from the firm's bankers. A letter from the bankers commenting on the service provider's credit worthiness is required as evidence = 3marks.	3
6.	Promptness in settlement of claims; Attach evidence = 2marks	2
7.	Submit Evidence of Annual Gross premiums of not less than Kshs.2 billion separately in 2018 and 2019 on medical Insurance scheme. (Evidence to be availed in the 2018 & 2019 audited financial statements demonstrating that the requirement has been met). Above Kshs 2 billion = 8 marks Below Kshs 2 billion and above 1 billion = 5 marks Below Kshs 1 billion = 2 marks	8
8.	Evidence of paid up capital of Kshs.600 million or above = 8marks. Below Kshs 600 million = 2 marks	8
	TOTAL SCORE	50

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Contents - Clauses

	Page
3.1: Definitions.....	26
3.2: Application.....	26
3.3: Standards.....	26
3.4: Use of Contract Documents and Information.....	27
3.5: Patent Rights.....	27
3.6: Performance Security.....	27
3.7: Delivery of Services and Documents.....	27
3.8: Payment.....	28
3.9: Prices.....	28
3.10: Assignment.....	28
3.11: Termination for Default.....	28
3.12: Termination for Insolvency.....	29
3.13: Termination for Convenience.....	29
3.14: Resolution of Disputes.....	29
3.15: Governing Language.....	29
3.16: Applicable law.....	30
3.17: Force Majeure.....	30
3.18: Notices.....	30

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1: DEFINITIONS

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

“The Contract” means the agreement entered into between KENYA NATIONAL SHIPPING LINE LTD 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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KENYA NATIONAL SHIPPING LINE LTD under the Contract.

“The Procuring entity” means the organization procuring the services under this Contract.

“The Contractor” means the organization or firm providing the services under this Contract.

“GCC” mean the General Conditions of Contract contained in this section.

“SCC” means the Special Conditions of Contract.

“Day” means calendar day.

3.2: APPLICATION

3.2.1: These General Conditions shall apply to the extent that they are not super ceded 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 KENYA NATIONAL SHIPPING LINE LTD'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 Company 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 KENYA NATIONAL SHIPPING LINE LTD'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 KENYA NATIONAL SHIPPING LINE LTD and shall be returned (all copies) to the Company on completion of the contract's or performance under the Contract if so required by the Company.

3.5: PATENT RIGHTS

- 3.5.1: The Contractor shall indemnify KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD and shall be in the form of a Bank guarantee.
- 3.6.4 The performance security will be discharged by KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD, 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 KENYA NATIONAL SHIPPING LINE LTD's request for tender validity extension as 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 within thirty (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 KENYA NATIONAL SHIPPING LINE LTD's prior written consent.

3.11: TERMINATION FOR DEFAULT

- 3.11.1: KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD.
 - (b) If the contractor fails to perform any other obligation(s) under the Contract
 - (c) If the contractor in the judgment of KENYA NATIONAL SHIPPING LINE LTD has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2: In the event where KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD 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: KENYA NATIONAL SHIPPING LINE LTD 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 Company.

3.13: TERMINATION FOR CONVENIENCE

3.13.1: KENYA NATIONAL SHIPPING LINE LTD 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 KENYA NATIONAL SHIPPING LINE LTD's 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 KENYA NATIONAL SHIPPING LINE LTD 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: KENYA NATIONAL SHIPPING LINE LTD and the contractor shall make every effort to resolve amicably by direct informal negotiations any 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 Email and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.0: CONDITIONS TO BE MET BY THE TENDERERS

- 4.0.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted. (**Attach Copy**)
- 4.0.2 Must provide proof of having done annual gross premiums in previous years of Kshs.50 million for the year 2018 or 2019.
- 4.0.3 Must have paid up capital of at least Kshs. 50 million. (Provide evidence).
- 4.0.4 Must give a list of **(5)** largest reputable clients they currently cover showing the premiums, people and number of staff covered applicable in the year 2018 or 2019
- 4.0.5 Must submit a copy of audited accounts for the last **(3)** years. (2017, 2018 and 2019)
- 4.0.6 Must give detailed company profile including CVs of key personnel.
- 4.0.7 Must submit copies of the following documents;
- PIN Certificate
 - Tax Compliance Certificate
 - Certificate of Registration/Incorporation
- 4.0.8 Provide proof of having been in medical insurance cover business for the last five (5) years.
- 4.0.9 Must submit a list of five (5) major hospitals in Mombasa and Nairobi where you have a working relationship.
- 4.0.10 Must submit list of medical specialist, chemist/pharmacies, laboratory and imaging services.

4.1: KENYA NATIONAL SHIPPING LINE STAFF MEDICAL COVER – 2021-22

4.1.1: BACK GROUND

That KENYA NATIONAL SHIPPING LINE LTD offers Medical services cover to its Directors, members of staff and their eligible dependents (Spouse and four children) and wishes to engage an insurance firm to cover its members as per the medical details below.

4.1.2: INPATIENT MEDICAL INSURANCE

The inpatient medical scheme caters for illness requiring hospitalization which includes;

- Admission to Hospital.
- Treatment while in Hospital.

- Discharge from Hospital and post hospitalization treatment.

The medical service provider will be expected to provide an improved scheme that entails benefits which ensure members of staff and their eligible dependents receive quality health care.

PARTICULARS OF COVER

KENYA NATIONAL SHIPPING LINE LTD provides enhanced family cover based on maximum principle of (M+5) i.e. one principal member, a spouse and one up to four children.

(a) EXPECTATIONS

Quality medical services

- (i) Every eligible member will have a plan that includes comprehensive and enhanced health care benefit.
- (ii) No eligible member will be denied health care based on agreed conditions, race or gender.
- (iii) Eliminate payments for preventive care and out of pocket expenses to protect every company staff from bankruptcy.
- (iv) Manage the in-patient cost to avoid unnecessary extra costs billed as “preventive care and out of pocket expenses”
- (v) That the insurance will create competition based quality and price that lead to better coverage and care.
- (vi) The insurer is expected to run preventive programmes that will result in improved health and wellbeing and productivity at work for all.
- (vii) Guarantee that all staff will have health care coverage that include dental, hearing and visual benefits.
- (viii) All individuals will generally be required to get coverage through the insurance and National Health Insurance Fund (NHIF) contribution.
- (ix) That insurance should provide transparency in plans in the health exchange so that the consumers have clear complete information in plain English needed to select the plan that best meets their needs.
- (x) Continuously educate the KENYA NATIONAL SHIPPING LINE LTD members on the operations of the Medical Scheme.
- (xi) Put in place processes that ensure simplified paper work and other administrative burdens.
- (xii) No body to be denied health services because of pre-existing conditions.

(b) DETAILS OF THE COVER

1. The bidders must provide;
 - (i) Full details of what the cover provides.
 - (ii) All the expenses included in the inpatient cover.
 - (iii) Full details of what the cover excludes.
 - (iv) Dependent’s eligibility.
2. All bidders are required to provide information on the following -:
 - Funeral cover/last expense (is independent of the General cover and should be payable within 48 hours).
 - Dental

- Optical
- Maternity
- Evacuation (Ambulances/air)

3. Coverage

That tenderer is required to provide the following

- (i) Full details of towns where the medical provider, HMO or insurance Company is represented.
- (ii) The appointed Hospitals, Clinics and Doctors all over the country who can be accessed by employees and their dependents.
- (iii) Full details of medical cover outside Kenya and exclusions that are applicable.

This is taking into consideration that employee's family do not necessarily stay with the employee, some may be staying up country and KENYA NATIONAL SHIPPING LINE LTD member of staff may travel out of the country on official duties.

(c) CASE MANAGEMENT

Give a detailed report on how the cover will be administered. Give analysis on how the service provider intends to address the following issues of procedures:

- (i) Admission of new and exit of members into the cover.
- (ii) Admission of members with pre-existing conditions into the cover.
- (iii) Procedure to be followed for the overseas cover.
- (iv) Procedure to be followed to procure last expenses.
- (v) Procedure to be followed to cover maternity cases.
- (vi) Give details of the claims settlements turnaround time. **Note** that, time indicated will be used to review the performance of the tender.
- vii) Bidders should provide documentary proof that they are financially sound.

(D) Scope of services

The medical scheme will be expected to provide:

(a) Inpatient services:

Provide quality inpatient medical services. The Inpatient scheme should encompass the following benefits.

- Hospitalization including full diagnosis and treatment following illness
- Accident hospitalization.
- Rescue and evacuation.
- Treatment overseas if not locally available.
- Worldwide cover.
- Any additional benefit (s) should be specified by the bidder.

(b) Service Providers

The medical service Provider (s) identified should have an extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the KENYA NATIONAL SHIPPING LINE LTD staff and their dependents.

(c) Out of Station

Once in a while KENYA NATIONAL SHIPPING LINE LTD staff may be required to perform their duties out of their working stations or travel within the country or overseas to attend to official duties, some of the duties may take longer period which is beyond one year.

(d) Periodic (quarterly reports on the claims experience of the cover)

4.3: 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 sum of contract
3.7 Delivery of Services	As per the Tender requirements
3.8 Payment	As per the contract agreement.
3.16 Applicable law	The Laws of Kenya
3.18 Notices	<p>KENYA NATIONAL SHIPPING LINE LTD P.O. BOX 88206 – 80100 Mombasa TEL.: + 254 700 510 592 +254 202300015/17 admin@knsl.co.ke Website: www.knsl.go.ke</p>

SECTION V: SCHEDULE OF REQUIREMENTS FOR INSURANCE SERVICES – COMPREHENSIVE MEDICAL COVER 2020-21

Tenders are invited from interested firms for provision of comprehensive medical cover for staff members, their dependents and Board of directors for a period of one year subject to one year renewal, under the same terms effective **1st July 2021**

The company places particular emphasis on the capacity of the tenderers to perform the contract satisfactorily.

Appended below are details of cover and guidelines on requirements.

5.1: Guidance on requirements

5.1.1 IN PATIENT

(a) Premium cover –

The cover will be based on payment of premium for the specified insured benefit as per the options in Schedule I, not self-funded or co-funded.

(b) The following must be covered amongst others:

- Acute, Chronic and Pre-existing illnesses
- Dental Cover
- Optical Cover inclusive of cover for laser eye Surgery
- Maternity Cover.
- Accident cover within cover limit
- Cover for pain management

(c) Other details of the cover are:

- Ward limits as follows:
 - Directors- One person - Private ward
 - Managers- Five persons and their dependants – Private ward
 - Other Staff members – Fourteen persons and their dependants – Semi-private ward.

(Note the cost covered by the tenderer is net-off NHIF limit)
- Accident and illness Hospitalization within the cover limits
- Home nursing and hospice.
- Maternity – C-section and normal delivery (includes Pre natal and Post natal care) according to maternity cover limit
- Gynecological Treatment within the cover limits.
- In patient Physiotherapy within the cover limits
- Drugs and Dressings (includes chronic and acute medication) within the cover limits

- Radiology and pathology (includes CT scans, MRI scans and Bone Densitometry scans) within the cover limits.
- Internal prosthesis within the cover limits
- Ambulance service cover.
- External Appliances such as wheelchairs, crutches, nebulizer, Glucometer, etc.
- Local Evacuation
- Cancer treatment including Chemotherapy and Radiotherapy within the cover limits.
- Neurology within the cover limits
- ICU within the cover limits
- Surgical Operations and Procedures within the cover limits
- Theatre Fees within the cover limits.
- Psychiatric treatment within the cover limits.
- Treatment by neurosurgeons and radiotherapists within the cover limits.

(d) Enhancements to the above e.g.

- post hospitalization benefits.
- Funeral expenses cover.

(e) Cover for HIV/AIDS inclusive with or without sub limits.

(f) Confirm that you will adapt all the following groups of Providers.

- | | | |
|---------------------|----------------|-------------------|
| * Hospitals/clinics | *Dermatologist | *Opticians |
| * Pediatricians | *Dentists | *Physicians |
| * Gynecologist | *Pharmacies | *Ophthalmologists |

(g) Provide written recommendation from at least five (5) key hospitals.

(h) Provide a list of countrywide service provider network

(i) Provide Service performance levels for both outpatient and in-patient schemes stating:

- i. Time frame for settlement of approved claims to providers.
- ii. Time frame for registration of newborn babies and new members.
- iii. Time frame for informing members/company of inpatient cases with excluded conditions.
- iv. Provide management reports i.e. trends and scheme utilization
- v. Provide members' quarterly utilization report
- vi. Organize health talks (quarterly)

(j) Confirm that Cover for members in areas outside the Scheme administrator network will be at the nearest hospital provided the scheme manager is informed within the stipulated time set by the administrator accordingly.

(k) Provide for the treatment of chronic conditions as an ongoing therapy. The doctor will therefore make a running prescription for medicine once to be used throughout for 12 Months, as such members will walk

straight to the appointed chemists to collect their prescribed medicine once every month, without necessarily having to go through the Doctor.

5.1.2 OUT PATIENT

Premium cover –

- (a) The cover will be based on payment of premium for the specified insured benefit as per the options in **Schedule I**, not self-funded or co-funded.
- (b) Scheme to conform to our attached scheme rules as appended here below.
- (c) Confirm that for pediatric and gynecological cases members will be at liberty to visit the approved doctors directly without referral from general practitioners.
- (d) Confirm that the cover will cover all employees and dependents and new born babies will be covered from birth without any conditions.
- (e) Confirm that for members with families residing in areas outside the network, treatment will be on cash basis. The costs however will be reimbursed within 14 days on presenting authentic claim documents, which will be verified by the scheme administrator.

5.2: SCOPE OF COVER

5.2.1: OUTPATIENT

Diagnostic consultation with a General Practitioner registered with the Kenya Medical practitioners and dentist board

- Diagnostic Consultation with a Specialist
- Laboratory investigations and X-rays, Electrocardiograms, Radiotherapy or Chemotherapy.
- Outpatient procedures e.g. dressing.
- Immunizations and vaccination of children (both Kepi and other immunizations)
- Diagnosis & Treatment of Sexually Transmitted Diseases.

The outpatient scheme will have the standard exclusions except the following:

- Treatment for fertility
- Costs relating to HIV infections or AIDS
- Costs related to contraception or sterilization
- Costs related to maternity
- Costs for Psychiatric treatment
- Treatment by neuro-surgeons and radiotherapists.
- Immunization.
- Dental cover

- Optical cover
- Any other additional enhancements.

5.2.2: IN PATIENT

(i) Hospitalization and/or outpatient medical expenses as a result of illness and/or accident to an insured person shall cover the following:

- Daily bed charges (net-off NHIF)
- Surgeon's, physician's and anesthetist's fees
- Operating theatre costs
- Specialists,
- Pathologists and physiotherapists fees
- Registered private doctors fees
- X-rays
- Laboratory tests,
- Surgical appliances and prescribed drugs/medicines
- ICU/HDU and theatre charges
- Radiotherapy and chemotherapy
- Local road and air evacuation

(ii) **Maternity Cover**

Maternity will cover:

- Delivery expenses.
- Caesarian - elective or emergency
- Pre natal care
- Post natal care and ultrasounds all within maternity limit
- Fertility treatment

(iii) **HIV/AIDS & Related Conditions**

- Treatment of HIV/AIDS related conditions
- Prescribed ARVS
- Cost of CD4 count

(iv) **Dental Cover**

The dental cover provides for:

- Cost of fillings
- Root canal
- X-rays
- Polishing and scaling necessitated by a prevailing medical condition and authorized by a doctor.

- Tooth extractions including surgical extraction together with anesthetics fees.
- Replacement of dentures

(v) **Optical Cover**

The Optical cover provides for:

- Expenses related to eye treatment
- Eye Testing
- Treatment arising from injury to the eyes caused solely and directly by accident external and visible means or arising from a disease affecting the eye or optic nerve.
- Laiser Operation.
- Cataracts.

(vi) **Additional Benefits**

- Management reports- Utilization and Trends.
- Member statements- Utilization.
- Updates on trends in the Medical sector.
- Education- Policy Interpretation/ Advice.
- Health Talks.

5.3 **MEDICAL SCHEME RULES**

5.3.1 MEMBERSHIP

“**Employee**” means a person employed by the founder who is employed and confirmed on permanent and contract terms of service

“**Dependent**” means legal wife/husband of an employee (but not including those legally separated) or the person living with an employee in a recognized husband and wife relationship, who is registered as such in the company records. Evidence to this effect may be required.

“**Age limit of children**” means between 1 day and 21 years. Up to 25 years for children dependent on parent.

“**The number of dependents** per employee is one spouse and a maximum of 4 child dependents.

“**Scheme Administrator**” means the person or company appointed under an instrument by the Founder to manage the administrative affairs of the scheme

“**Founder**” means KENYA NATIONAL SHIPPING LINE LTD.

“**Member**” Means any person, who is a member of the medical scheme pursuant to the rules.

“**Rules**” Means the rules governing KENYA TIONAL SHIPPING LINE LTD – Medical Scheme and any other amendments that may be made from time to time.

“Benefit Limits” Means the annual limits and sub limits as spelt out in the Medical cover.

5.3.2 ENROLLMENT

- 1.0 To become a member, an employee has to complete an application form, after which an identification document is issued by the Scheme administrator. These documents are recognized throughout the Scheme administrator network of providers.
- 2.0 The scheme administrator will issue all members with a smart card. This will contain the photographs and member details and will be used during all visits to hospital by the members or dependents. This will serve as a member reference point on outpatient benefit utilization.

5.3.3 IN PATIENT AND OUTPATIENT COVER BENEFITS

- The benefits under outpatient cover are as shown at Schedule I below.
- Any other additional benefit

5.3.4 PROVIDER OUTLETS

- 4.1 It is the responsibility of the service provider to submit a list of detailed outlets countrywide where members can access the service and procedures to be followed.
- 4.2 For pediatric and gynecological cases, members will be at liberty to visit the approved doctors directly without referral from general practitioners

SCHEDULE I - COMPREHENSIVE MEDICAL COVER

Effective date: 1st July 2021

Cover Limits for staff members and dependants - The following cover limits will apply to the following categories both inpatient and outpatient.

Details: Category 1	M	M+1	M+2	M+3	M+4	M+5
Outpatient Per family (Shared)	75,000	150,000	225,000	300,000	300,000	300,000
Inpatient Per family (Shared)	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Maternity Cover	250,000	250,000	250,000	250,000	250,000	250,000
Optical Cover	30,000	30,000	30,000	30,000	30,000	30,000
Dental Cover	30,000	30,000	30,000	30,000	30,000	30,000
No. Of Employees	0	0	1	3	1	0

Details: Category 2	M	M+1	M+2	M+3	M+4	M+5
Outpatient Per family (Shared)	75,000	150,000	225,000	300,000	300,000	300,000
Inpatient Per family (Shared)	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Maternity Cover	250,000	250,000	250,000	250,000	250,000	250,000
Optical Cover	30,000	30,000	30,000	30,000	30,000	30,000
Dental Cover	30,000	30,000	30,000	30,000	30,000	30,000
No. Of Employees	0	0	4	3	3	4

Cover Limits for Directors- The following cover limits will apply to the directors for both inpatient and outpatient.

CLASS OF INSURANCE	GROUP MEDICAL COVER FOR DIRECTORS
COVER	Cover for in-patient and out-patient medical expenses, including provision of funeral expenses (where member dies in office) for the Board of Directors. You must provide details of your proposed cover.
EFFECTIVE DATE	1st July 2021
INSURED PERSONS	1(One) Appointed Member (male)
BENEFITS	In patient - Kshs.2, 000, 000 per person per year Out Patient - Kshs.100, 000 per person per year Last Expense - Kshs.100, 000 per person

SECTION VI: STANDARD FORMS

Notes on the standard Forms

1. **Tender form** - The tender form 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. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

1. TENDER FORM

KENYA NATIONAL SHIPPING LINE LTD
P.O. Box 88206 - 80100
MOMBASA

Tender No: **KNSL/001/2021-22**

Tender Name: Provision of Comprehensive Medical Cover Services.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....
.....
.....
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 Cover Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated thisday of..... 2021

[Signature]..... [In the capacity of].....

Duly authorised to sign tender for and on behalf of

2. PRICE SCHEDULE FORM (SUMMARY OF QUOTATION)

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL ANNUAL PREMIUM (KSHS.)
1	Comprehensive medical cover for staff/ dependants and directors	
Grand Total (Kshs)		

Authorized Official Signature..... **Name**.....

Date..... **Official Stamp**.....

3. CONTRACT FORM

THIS AGREEMENT made the day of 20.....

Between..... [name of Procurement entity]
of..... [Country of Procurement entity] (hereinafter called “the Procuring
entity”) of the one part and[name of tenderer] of
.....[city and country of tenderer] (hereinafter called “the
tenderer”) of the other part:

WHEREAS KENYA NATIONAL SHIPPING LINE LTD invited tenders for the Comprehensive Group medical cover and has accepted a tender by the tenderer for the supply of the services in the sum of Ksh.....[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by the (KENYA NATIONAL SHIPPING LINE LTD)

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

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) whichever applies to you and part 3.

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

Part 1: General:

1.1: Business Name

.....

1.2: Location of business Premises

.....

1.3: Plot No.

.....

1.4: Street/Road

.....

1.5: Postal Address

.....

1.6: Office Tel. No.

.....

1.7: Mobile No.

.....

1.8: Email Address:

.....

1.9: Nature of business:

.....

1.10: Registration Certificate No:

.....

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

.....

1.13: Name of your bankers/branch

.....

Part 2(a) – Sole Proprietor:

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

Part 2(b) – Partnership:

Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2a. – Registered Company:

2.1: Private or public

2.2: State the nominal and issued capital of the company –

Nominal Kshs..
Issued Kshs.....

2.3: Give details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.

Date..... Signature of Tenderer

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

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of KENYA NATIONAL SHIPPING LINE LTD?

Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....
.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KENYA NATIONAL SHIPPING LINE LTD to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes..... No.....

3.6: If answer in '3.5' above is YES give details.....

.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?

Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?

Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

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

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

5. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[name of Bidder]

dated.....for the provision of insurance services (hereinafter called <the tender?>
[date of submission of bid]

KNOW ALL PEOPLE by these presents that WE of.....having
[name of bank][Name of country]

our registered office at (hereinafter called <the procuring entity> in
[name of procuring entity]

the sum of Kshs..... for which payment well and truly to be made to
[state the amount]

KENYA NATIONAL SHIPPING LINE LTD, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this day of20.....

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by KENYA NATIONAL SHIPPING LINE LTD on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by KENYA NATIONAL SHIPPING LINE LTD during the period of tender validity

fails or refuses to execute the Contract Form, if required; or

fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to KENYA NATIONAL SHIPPING LINE LTD up to the above amount upon receipt of its first written demand, without The Company having to substantiate its demand, provided that in its demand The Company 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.

Signature:.....

Date:.....

Official Stamp:.....

6. PERFORMANCE SECURITY FORM

KENYA NATIONAL SHIPPING LINE LTD

P.O. Box 88206 - 80100

MOMBASA

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signature and seal of the Guarantors

.....
[Name of bank of financial institution]

.....
[Address]

.....
[Date]

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

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

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

.....
..... (Title)

.....
(Signature) (Date) Bidder Official Stamp

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

I,of P. O. Box..... being a resident of

..... in the Republic of do hereby make a statement as follows:-

a. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for.....(insert tender title/description) for.....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

b. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

c. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)

d. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

e. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

.....Bidder's Official Stamp

7. 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

8. OATHS AND STATUTORY DECLARATION FORM

REPUBLIC OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

I.....of P.O Box

Being a resident of..... In the Republic of Kenya do

hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for KENYA NATIONAL SHIPPING LINE LTD and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KENYA NATIONAL SHIPPING LINE LTD, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KENYA NATIONAL SHIPPING LINE LTD .
4. **THAT** what is deboned to herein above is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

} _____

}

DEPONENT

Before me

}

}

}

}

Commissioner for Oaths

}

9. BANK GUARANTEE FOR ADVANCE PAYMENT (TO BE APPLICABLE AFTER SIGNING CONTRACT)

To.....

Name of tender.....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with KENYA NATIONAL SHIPPING LINE LTD a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words]. We, the[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KENYA NATIONAL SHIPPING LINE LTD on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding.....[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between KENYA NATIONAL SHIPPING LINE LTD and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date]

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]