



**TENDER DOCUMENT**  
**FOR**  
**PROCUREMENT OF GENERAL INSURANCE BROKERAGE**  
**SERVICES**  
**TENDER NO KRB/1023/2019/20**

**(MARCH 2020)**

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**SECTION I LETTER OF INVITATION**

- 1.1 Kenya Roads Board invites tenders for provision of General Insurance Brokerage Services.
- 1.2 The tender document includes the following:
- Section I - Invitation to tender
  - Section II - Instructions to tenderers  
Appendix to instructions to tenderers
  - Section III - General Conditions of Contract
  - Section IV - Special Conditions of Contract
  - Section V - Schedule of Requirements
  - Section VI - Description of Services
  - Section VII - Standard Forms
- 1.3 Please confirm whether or not you will submit a proposal for the services.

Yours sincerely,

Eng. Jacob Ruwa, OGW  
**EXECUTIVE DIRECTOR**

## **SECTION II INSTRUCTIONS TO TENDERERS**

**Tenderers are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 page 15 which amends and complements the provisions of Section 11**

### **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 166 of the Public Procurement & Asset Disposal Act 2015 and section 93 of the Public Procurement and Disposal Regulations, 2016.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

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

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

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

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

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

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

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

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

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

- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity.
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30.
  - (c) if the tenderer reject correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

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



## **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE ( *day, date and time of closing* )

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (*day, date and time of closing*).

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

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

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

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

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*time, day and date of closing*) and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

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

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

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

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

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

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

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

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

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

(a) Operational plan proposed in the tender;

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

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

(a) Operational Plan

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

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

(b) Deviation in payment schedule

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

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

**2.23. Contacting the Procuring entity**

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

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

**2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO SECTION II INSTRUCTIONS TO TENDERERS

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
Paragraph 2.1.1	<i>All tenderers who meet requirements and conditions as set in the tender documents</i>
Paragraph 2.1.3	<i>Bidders to submit declaration statement on corrupt and fraudulent practices</i>
Paragraph 2.2.2	<i>The cost of the tender is Kshs500.00 for bidders who buy hardcopies from KRB offices. Bidders who download the documents from the websites will get the documents free of charge</i>
Paragraph 2.9.3	<i>The tender prices shall remain fixed during the contract period. A tender submitted with adjustable price will be treated non-responsive and rejected.</i>
Paragraph 2.10.1	<i>Prices shall be quoted in Kenya Shillings.</i>
Paragraph 2.12.2	<i>There shall be a tender security equal to 2% of the total tendered price. The tender security shall be valid for 150 days from the date of submission of tender. <b>Use the form attached in Section VII (Standard Forms)</b></i>
Paragraph 2.12.4	<i>The tender security should be in the form of: a) bank guarantee b) such insurance guarantee as approved by the Public Procurement Oversight Authority</i>
Paragraph 2.13.1	<i>Tenders shall remain valid for 120 days from the date of submission of the tenders</i>
Paragraph 2.14.1	<i>The tenderer shall prepare <b>“ONE ORIGINAL TENDER DOCUMENT”, and “ONE COPY TENDER DOCUMENT”</b>.</i>
Paragraph 2.15.2	<i>The address of submission of tenders is: Executive Director, Kenya Roads Board, P.o Box 73718-00200, Nairobi. 3<sup>rd</sup> floor</i>

	<i>Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000 e-mail:info@krb.go.ke</i>
<b>Paragraph 2.16.1</b>	<i>The date of closing and opening of the tenders is on or before 2<sup>nd</sup> April, 2020 at 12.00 noon</i>
<b>Paragraph 2.16.3</b>	<i>Bulky tenders shall be received in the Executive Director's office, 3<sup>rd</sup> Floor, Kenya Re-Towers.</i>
<b>Paragraph 2.18.1</b>	<i>The address of opening of tenders is: Boardroom, Kenya Roads Board, 3<sup>rd</sup> floor Kenya Re Towers, Off Ragati Road, Upper Hill Area. Tel: 2722865/8, 4980 000</i>
<b>Paragraph 2.20.2</b>	<i>Arithmetical errors will be rectified only for purposes of evaluation of the tenders. The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</i>
<p><b><u>Paragraph 2.22</u></b>  <i>The evaluation of the tenders will be carried out through the following stages:</i></p> <p><b><u>Stage 1- Preliminary Responsive checks</u></b>  <b><i>Firms that do not meet the following mandatory checks shall be rejected at this stage:</i></b></p> <ol style="list-style-type: none"> <li>1) Bidders Must submit a copy of valid tax compliance certificate from Kenya Revenue Authority.</li> <li>2) Bidders Must be registered under the relevant law. Proof of registration and incorporation to be submitted by attaching a copy of the certificate from registrar of companies.</li> <li>3) Bidders Must indicate the physical location of the business premises.</li> <li>4) The Bidder Must submit a copy of license from Insurance Regulatory Authority (IRA) for 2020.</li> <li>5) Bidders Must submit a copy of valid Professional Indemnity insurance cover.</li> <li>6) The tenderers shall complete the Form of Tender and Price Schedule furnished as per format in the tender documents. <b>SECTION VII</b></li> <li>7) The tender sum submitted and read out during opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.</li> <li>8) Bidders <b>MUST</b> submit a copy of sample policy (ies) document endorsed and stamped by the insurance underwriter.</li> <li>9) There shall be a tender security equal to 2% of the total tendered price. The tender security shall be valid for 150 days from the date of submission</li> </ol>	



of tender.

10) The tender Must remain valid for 120 days from the date of submission of tender.

11) Bidders **MUST** fill the debarment form in the format provided. Format attached in **SECTION VII**

### **Stage 2 – Technical Evaluation**

*Only Firms that pass stage 1 shall proceed to 2<sup>nd</sup> stage of technical evaluation which will be done in line with the following broad criteria:*

<b>Item</b>	<b>Description</b>	<b>Points %</b>
1	<i>Bidders general and specific experience related to the assignment</i>	40
2	<i>Adequacy of proposed operational plan</i>	10
3	<i>Company profile</i>	20
4	<i>Management/Professional/Technical and support staff qualifications and experience</i>	30
	<i>Total</i>	100%

*The minimum technical score required to pass in the technical evaluation is at least 70% out of the 100%. Firms that score at least 70% shall proceed for the next stage of financial evaluation while firms that score below 70% shall be rejected at this stage.*

### **Detailed Technical Evaluation**

#### **1.1 Technical evaluation process and rating**

Bidders who pass stage 1 shall undergo the technical evaluation which will be carried out in panel form by an evaluation committee so that the members carry out the evaluation in the same room to enable clarification of issues that arise and also to ease coordination. Bidders who get 70% and above shall qualify for financial evaluation while those that fail will be rejected.

Each evaluator will carry out the evaluation independently but do it thoroughly with an open mind in order to avoid biases and be able to assess all the bidders on the same platform in order that KRB may be able to hire the services of the most highly rated bidder to carry out the assignment

Each evaluator will review each and every proposal and score/rate independently. Following these individual evaluations, the committee shall reconvene for moderation.

The aim of moderation is to review all the scores to ensure that evaluators strike balanced ratings to avoid situations where the marks are extreme. However individual evaluators have the right to stick to their scores without changing them if they strongly feel so, but they must give reasons.

### **Unforeseen issues**

Each evaluator should record any unique issues captured in the evaluation criteria that may have a bearing in the total evaluation process. If the evaluation committee feels strongly that the unforeseen issue may affect the responsiveness of that particular tender, the committee will deliberate on the matter and agree accordingly.

### **Comments on strengths and weaknesses**

Each evaluator will also note the strong and weak points of each firm which will form part of the final report.

## **CRITERION 1**

### **Bidders general and specific experience related to the Assignment – Max 40 Marks.**

- (a) Insurance brokers to provide a list of 5 references that they have provided similar services in the last five years (2.5 mks). Each reference to earn 0.5 mks.
- (b) Attach insurance brokers letters of recommendations from the references- (15 mks). Five letters in the last five years each letter 3 mks.
- (c) Insurance brokers Experience /knowledge of risks management. Motor vehicles (2 mks), fiduciary (2 mks), Risk management (2 mks), claims turnaround period - <=7 days -2.5 marks, not more than 14 days 1 mk, 14days 0mks
- (d) Underwriters list of three (3) references from public/private sector in the last three years (4 mks)
- (e) Attach underwriter's three (3) letters of recommendations related to general insurance in the last three yrs- 9 mks
- (a) Training of client's staff (show training content and schedule)- 1 mk

Evaluators should sample the best projects undertaken by the firm which are relevant to the assignment.

### **CRITERION 2 – Adequacy of proposed operational plan by brokerage firm Marks – 10 points**

This criterion may be subdivided as below.

- (b) Comments on Terms of Reference, on data and facilities to be provided by the client comments and suggestions –comments that add value (1) mk
- (c) Major claims handled– Ten major claims (Kshs10,000,000 and above) -3 mks, less than Ksh10,000,000 to 5,000,000 -1.5mks, less than Kshs5,000,000 -0.5mks
- (d) Policy enhancements that add value to the standard market cover – 2 mks
- (e) Mobilization time required to put the insurance policies in place. Less than 24 hrs 2 mks, more than 24 hrs – 0 mk
- (f) Claims and underwriting procedure -2 mks

**CRITERION 3 – Company Profile of brokerage firm- Marks -20 points**

**(i) Establishment of brokerage firm – 6 marks**

Age of the firm- 5 yrs and above (2 mks), Below 5 yrs to 3 yrs (1 mk), Less than 3 yrs (0 mks).

Size of the firm- 20 number of personnel (2 mks), Below 20 number of personnel to 10 personnel (1 mk), below 10 number of personnel to 5 personnel (0.5 mks), below 5 personnel (0 mks)

Office equipment-computers, printers etc (1 mk), IT systems in place (1 mk).

**(ii) Market strength of brokerage firm – 2 marks**

This information can be extracted from the audited accounts. This will show the financial strength and capacity of the company. Here we shall check the following:

Annual average turnover for the last two yrs - 500 million and above (2 mks), below 500 to 300 million (1 mk), below 300 million to 200 (0.5 mks), below 200 (0 mks)

**(iii) Directors of brokerage firm – 1 mark**

This will assist in revealing the composition of the owners of the Firm. 50% Kenyans to earn (1) mark, below 50% (0.5 mks)

**(iv) Proposal presentation – 1 mark**

We should assess the quality of the tender presentation in terms of neatness, readability, procedural completeness, pagination/serialization and compliance to the requirements in the tender conditions.

**(v) Compliance to statutory requirements of the brokerage firm – 2 marks**

Up to date NSSF (0.5mks), up to date NHIF (0.5mks), county government license for 2020 (1 mk)

**(vi) Establishment of underwriters - 4 marks**

Age – 10 yrs and above (2 mk), less than 10 to 5 (1 mk), less than 5 yrs (0 mks).  
Size –30 permanent staff to earn maximum (2 mks), Less than 30 to 20 (1 mk), Less than 20 (0 mks)

(vii) **Market strength of the underwriters- maximum 4 marks**

Turnover gross turnover of Kshs 1Billion and above (average of two yrs) 4 mks,  
Less than Ksh 1 Billion to Ksh500 million (2 mks.), Less than 500 million (0  
mks)

**CRITERION 4 – Management/Professional/Technical and support staff qualifications and experience of the brokerage firm**

**Marks – 30 points**

This will determine the human resources capacity inbuilt to enable the Firm's Personnel carry out the assignment to the satisfaction of KRB.

**The key areas to be considered include:**

**(i) Team composition for technical/managerial and support staff.**

The evaluator will assess the strength of the overall team and individual capacity of each team player.

**ii) Tasks allocation as in one above**

The evaluator will assess the tasks allocated to the team and the capacity in built to carry out the work.

**iii) Curriculum vitae of key personnel from brokerage firm**

**1. Director- 12 marks**

- a) Academic qualifications – (5 mks) Bachelor's degree or equivalent– 5 marks
- b) Professional qualifications – (2 mks) ACII/KCII/FCC or equivalent- 2 marks, CPA(K)/CPS/Diploma in Insurance - 1 mark
- c) Adequacy and experience (5 mks)- General experience of 10yrs – 2 marks, Specific experience in insurance industry 5 yrs – 3 marks

**2. Account manager- 10 marks**

- a) Academic qualifications (4 mks)– Bachelor's degree or related– 4 marks, Dip in insurance – 2 marks
- b) Professional qualifications (2 mks) – ACII/KCII/FCC or equivalent- 2 marks, CPA (K)/CPS/Diploma in Insurance – 0.5 marks
- c) Adequacy and experience (4 mks)- General experience of 8 yrs – 1 marks, Specific experience in insurance industry 3 yrs – 3marks

**3. Technician staff- 4 marks**

- a) Academic qualifications (1 mks)– Dip in Insurance – 1 marks, ‘O’ level –0.5 marks,
- b) Adequacy and experience- (3 mks) - General experience of 5yrs – 1 marks,  
Specific experience in insurance industry 1yr – 2 marks

**4. Technician staff- 4 marks**

- a) Academic qualifications (1 mks)– Dip in Insurance – 1 marks, ‘O’ level –0.5 marks,
- b) Adequacy and experience- (3 mks) - General experience of 5yrs – 1 marks,  
Specific experience in insurance industry 1yr – 2 marks

**Financial Evaluation**

*Firms that score 70% and above in the technical evaluation will have their financial proposals evaluated. In the financial evaluation we shall consider:*

- 1. Checking whether the quotation is as per requirements in the tender documents
- 2. Checking whether all Taxes have been included
- 3. Check any computational and arithmetical errors and deviations
- 4. Check that the bidder has costed all items as per specifications
- 5. Check currency and exchange rates
- 6. Check unit cost and total cost
- 7. Check the validity of the tender
- 8. Check Terms of payment
- 9. Check any variations in tender prices

***Paragraph 2.24.1***

*KRB may carry out post-qualification to 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.*

**Paragraph 2.25.1 - Award Criteria**

The tender shall be awarded to the bidder who has scored at least 70% in the technical evaluation and has the lowest evaluated tender price.

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

### **3.1.    Definitions**

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

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

### **3.2.    Application**

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

### **3.3.    Standards**

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

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

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

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

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

### **3.8. Payment**

3.8.1 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, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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



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

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

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

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

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

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

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

### **3.14. Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17. Force Majeure**

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

### **3.18. Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

Reference of general conditions of contract	Special condition of contract
3.6.1 Performance security	The performance security shall be equal to 5% of the contract price. In addition, the tenderer shall submit an indemnity insurance enough to cover KRB as shall be agreed during negotiations.
3.8 Payment	Payments shall be made within thirty (30) days from the date of receipt of invoice and after receipt of insurance policies but subject to successful delivery of services.
3.9.1 Price adjustment	There shall be no price adjustment during the contract period
3.9.3 Price variation	There will be no price variation during the period of contract
3.14.2	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
3.16 Applicable law	Laws of Kenyan
3.18 Notices	<p>Executive Director, Kenya Roads Board, P. O. Box 73718-00200, Nairobi. Kenya Re Towers, Off Ragati Road, Upper Hill Area, Tel:2722865/6/8,Fax 2723161 email: <a href="mailto:jruwa@krb.go.ke">jruwa@krb.go.ke</a>,                      Website: <a href="http://www.krb.go.ke">www.krb.go.ke</a></p> <p>Managing Director.....                      P. O. Box.....                      Tel.....Email.....                      Website.....</p>

## **SECTION V SCHEDULE OF REQUIREMENTS**

- 4.2.1 The Bidders Must give a list of 5 (five) reputable clients that they have conducted similar business in the last five (5) years. The information should be submitted as per form attached in **SECTION V11- STANDARD FORMS**.
- 4.2.2 Bidders to submit letters of recommendations from the five (5) reputable clients who they have done similar business in the last five (5) years as in 4.2.1 above.
- 4.2.3 Bidders to submit a copy of valid Professional Indemnity insurance cover which should be adequate for the assignment.
- 4.2.4 Bidders to submit a list of ten (10) of their major clients both from private and public sectors
- 4.2.5 Bidders to submit proof that they are fully compliant to N.S.S.F and N.H.I.F by submitting copies of most recent payment receipts.
- 4.2.6 Bidders to submit signed CV's of their key staff who should include the following: Use form in **SECTION V11-STANDARD FORMS**
- i) Director – Bachelor's degree with professional qualifications in insurance and ten (10) years general experience five (5) of which should be in the insurance industry
  - ii) Account Manager- Bachelor's degree with professional qualifications in insurance and eight (8) years general experience three (3) of which should be in the insurance industry
  - iii) At least two (2) Technician Staff with at least a diploma in insurance and professional qualifications in insurance and five (5) years general experience one (1) of which should be in the insurance industry
- 4.2.7 Bidders to indicate their operational plans in:
- i) Detailed claims procedures
  - ii) Detailed underwriting procedures
  - iii) Detailed risk management
  - iv) Detailed training of their staff including training content and programme
  - v) Programme on sensitization of KRB Directors and staff
  - vi) Detailed Handling and negotiating claim
  - vii) Management of the policies
- 4.2.8 Bidders to indicate claims turnaround time
- 4.2.9 Bidders to indicate Risks management, analysis and management capacity
- 4.2.10 Bidders to indicate user programs for training Bidders and clients staff.
- 4.2.11 Bidders to indicate the names and details of Directors of the Company and their profiles showing Nationality, No of shares, age etc.
- 4.2.12 Bidders to indicate detailed application systems in place in Information Management Systems. This should also include the number of qualified personnel in Information Communication Technology.

- 4.2.13 Bidders to indicate all litigation cases connected to their firms for the last three (3) years.
- 4.2.14 The Bidder to clearly illustrate all policy enhancements that add value to the standard market cover.
- 4.2.15 Bidders to submit a list of Recommended Lead Underwriter(s) and Co - Insurers if any.
- 4.2.16 Bidder to submit the company profiles of the proposed underwriters which should include the following:
  - a) Age, size and location.
  - b) Market strength which should include the last two years Audited statements duly certified and signed by a Certified Public Accountant. The brokers shall apply all reasonable means to ascertain the solvency and financial security of the relevant proposed underwriter(s) proposed to be appointed to the insurance portfolio.
  - c) Submit a list of three (3) reputable references that the underwriters have been engaged in similar business in the last two years. Letters of recommendations should also be attached.
- 4.2.17 Market/financial strength of brokerage firm supported by last two years audited financial statements duly certified and signed by a Certified Public Accountant.
- 4.2.18 The Bidder must indicate a detailed Company's profile including physical location, age, Personnel strength, office accommodation, telephone, fax, e mail, office equipments, website and any other relevant information.
- 4.2.19 Bidders to attach copy of county government license for 2019/2020.
- 4.2.20 Bidders to submit list of major claims handled using the following format:

Item	Details of claim	Date documented	Date settled	Amount	Insurers	Comments
1						
2						
....						

- 4.2.21 KRB will carry out due diligence of the successful firm before awarding the tender. If the bidder does not satisfy the evaluation committee, the committee can declare the bidder non-responsive

## **SECTION VI DESCRIPTION OF SERVICES**

Kenya Roads Board (KRB) is a state corporation whose core business is to manage the Fuel levy fund which is used in development, rehabilitation and maintenance of the entire road network in Kenya.

KRB wishes to procure reputable Insurance Broker who will negotiate with a suitable underwriter for the placement and/or restructuring of the various insurance covers as more particularly contained in the attached list to this Tender document cover aforesaid for a period of twelve months commencing 1<sup>ST</sup> July, 2020. The tender may be renewable subject to satisfactory delivery of services.

The Scope of services will include:

- i) Structuring and obtaining optimum policy cover in terms of cost and/or benefit;
- ii) Getting quotations from underwriters on the premium payable for the policy aforesaid and recommending to the Client the suitable underwriter;
- iii) You shall remit to the Underwriters all premiums paid to you by the Client, or the clients appointed agent in accordance with provisions and requirements of the Insurance Act and give the Client written confirmation on the same within 7 days of remittance. When requested you should be able to furnish the client with explicit authority from the Underwriter to collect the premium on their behalf;
- iv) Analyze, review, scrutinize the Policy Document and any Endorsements therein, and if the entire policy document is found to be satisfactory, such document shall be deposited with the Executive Director not later than 15 days of inception of cover;
- v) Ensure proper claims administration by fully coordinating prudent requirements between the Client and the selected Underwriter;
- vi) All fully documented claims are settled within the target stated in your submitted proposal;
- vii) Preparation of Monthly claims which must be submitted to the client by the 15<sup>th</sup> of the following month;
- viii) Quarterly meetings are held to review performance of the policy by 15<sup>th</sup> of the following quarter;
- ix) Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the client from time to time;

- x) That you are and shall be for the term of contract registered as an insurance broker with the Commissioner of Insurance and that you will throughout the period of the contract carry a Professional Indemnity policy to cover the assignment.
- xi) Negotiating with the qualified underwriter any other pertinent aspects of the policy that may arise during the term of the policy;
- xii) Advise client on new products in the market.
- xiii) Such other services as may be related or ancillary to the due performance of the above work.

It is the intention of the Client that the Policy (ies) should be placed with a reputable underwriter by midnight on 30<sup>th</sup> June, 2020. The cover shall be effective from the 1<sup>st</sup> July, 2020 and be valid for a period of twelve months from the said date and may be renewed subject to satisfactory delivery of services.

**DETAILS OF THE POLICIES FOR RENEWAL – 2020/2021**

	<b>Class of Policy A</b>	<b>Cover</b>	<b>Item(s) Insured and Value</b>
1.	Fire and Peril & Burglary Insurance  (Kenya Roads Board is renting offices on 3 <sup>rd</sup> , 2 <sup>nd</sup> and 4 <sup>th</sup> floors of Kenya Re Towers).	Fire, lightning, bushfire, explosion, earthquake, (fire, shock and volcanic eruption), riots, strikes, malicious damage and special perils. This cover should include Political Risks.  Loss or damage to property insured resulting from forcible or violent entry/exit from premises. This cover should include Political Risks	Total value Kshs. 78,606,737.00
2.	All Risks Insurance	All risks of loss or damage to property unless occasioned by or happening through any excluded clauses.	Total value Kshs. 21,012,862.00
4.	Electronic equipment Insurance	Unforeseen loss or damage to machinery declared by any accidental cause whilst working, at rest, dismantling or reassembly for maintenance, movement or repair.	Total value Kshs. 103,003,026.00
5.	Motor Cycles Insurance	Comprehensive and/or third party fire and theft and/or third party only covers.	One motor cycle Value Kshs. 90,000.00
6.	Motor Commercial Insurance	Comprehensive and/or third party fire and theft and/or third party only cover(s).	Value Kshs. 3,400,000.00
7.	Motor Private Insurance ( seven 4 wheel drives and six saloons)	Comprehensive and/or third party fire and theft and/or third party only cover(s).	Total value Kshs. 75,859,999.00
8	Motor Vehicles excess Policy		Maximum as per value of vehicles
9.	Money Policy Insurance	Loss of money / securities and damage to safes. Cash includes negotiable investments / legal	Money in hand of staff – Kshs. 500,000.00



		tender, NHIF stamps, orders, travelers cheques, unaddressed and bad cheques.	Cash in transit – 3,000,000.00 Cash in premises – 1,500,000.00
10.	Fidelity Guarantee Insurance	In respect of all pecuniary loss as a result of or infidelity of employees / positions declared.	All employees of the insured  Any one claim Kshs 2,000,000  Annual aggregate claims Kshs5,000,000  Collusion limit Kshs3,000,000
11.	Public Liability Insurance	Legal liability to third parties in respect of accidental death, bodily injury and / or illness and / or loss or damage to property arising out of the operations of the insured. This policy should cover all premises where KRB staff are working.	Any one claim Kshs5,000,000  Annual insurance claims– Unlimited

**NOTE :**

- ✓ Provide details of what is covered
- ✓ Provide details of cover exclusions
- ✓ Enclose sample insurance policies.

## SECTION VII STANDARD FORMS

### Notes on the Standard Forms

1. **Form of Tender-** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form -** The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form -** The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form-** When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form -** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Anti-Corruption Declaration Pledge**
8. **Form for broker's references-** This form must be completed by the tenderer and submitted with the tender documents.
9. **Format of Curriculum Vitae (C.V's) for Professional Staff -** this form must be completed by the tenderer and submitted with the tender documents.
10. **Self-declaration form for debarment**

**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 Services under this tender in conformity with the said Tender document for the sum of .....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**2. PRICE SCHEDULE**

POLICY	TOTAL COSTS PAYABLE BY CLIENT						EXCESS PER CLAIM	RECOMMENDED LEAD UNDER WRITER
	Premium Rate in %	Premium	Taxes (SHOW SEPARATELY ALL APPLICABLE TAXES)			Remuneration (Indicate if Commission or Fees)		
Fire and Special Perils								
Burglary Insurance								
All Risks Insurance								
Computer Insurance/Electronic equipment insurance								
Motor Cycles Insurance								
Motor Commercial								
Motor Private Vehicle								
Motor Vehicle Excess Policy								
Money Policy								
Fidelity Guarantee								
Public Liability								
Weighbridges								

### 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 the Procuring entity invited tenders for general insurance brokerage services  
and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_

\_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

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

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

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

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

#### 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) Which ever applies to your type of business

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

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

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

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

Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

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

Nationality ..... Country of origin .....

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

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

## 5. TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity (**validity of tender security is 150 days from date of submission of tender**), and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**6. PERFORMANCE SECURITY FORM**

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

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*



**7. ANTI CORRUPTION DECLARATION PLEDGE**

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed by .....Chief Executive Officer or authorized representative

## 8. FORM FOR BROKER'S REFERENCES

### Relevant Services carried out in Five (5) reputable Firms in the last Five years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your Broker/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country: Kenya
Location within country:		Professional staff provided by Your Broker/entity (profiles):
Name of Client:		Sum Insured (in Kshs.)
Address:		Duration of policy
Start Date (Month/Year)	Completion Date (Month/Year)	Premium (in Kshs.)
Name of Senior Staff ( Director/Manager, Technician) involved and functions performed:		
Full description of actual services provided by your staff :		

Broker's Name: \_\_\_\_\_

**9. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Broker: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Broker/entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

\_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. **N.B** Use about one page.]*

\_\_\_\_\_

**Education**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. **N.B** Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

*For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about one and a half pages.]*

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*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading and writing]*

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**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking; reading and writing]*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:** \_\_\_\_\_

*[Signature of staff member and authorized representative of the Broker]*  
*Day/Month/Year*

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**NOTE: CV's not signed by the owner or the authorized representative shall not be evaluated. Copies of certificates must be attached.**

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

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

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

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