



**TENDER DOCUMENT**

**FOR**

**PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES**

**TENDER NUMBER: KNL/HQ/T016/2014-2015**

**(JUNE 2015)**

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## SECTION I .TENDER NOTICE

Date: **9th JUNE, 2015**

### **TENDER NO.KNL/HQ/T016/2014-2015: FOR PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES FOR 2015-2016 FINANCIAL YEAR.**

The **Kenya National Library Service** invites sealed bids from eligible and competent Insurance Brokerage firms for the provision of General Insurance Brokerage Services.

Interested firms should obtain the Tender documents from the Supply Chain Department on 3<sup>rd</sup> floor, **Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi** upon payment of a non-refundable fee of Kshs. **1,000.00** either in cash or bankers cheque or downloaded free of charge from Kenya National Library Service website : [www.knls.ac.ke](http://www.knls.ac.ke) or Treasury portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)

Bid documents shall be accompanied by the following **Mandatory (Statutory)** requirements for preliminary evaluation:-

1. Valid Tax compliance certificate
2. List of Directors with respective shareholding & details of citizenship.
3. Audited Accounts for the last three years (i.e. within the period of 2012 to 2015 which must be signed by the auditors and the director.)
4. Evidence/proof of having done annual gross premiums in previous year (2014) of not less than Kshs. 100 Million.
5. Evidence/proof of recommended underwriter having paid-up capital of at least Kshs. 150 Million (authenticated by IRA)
6. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years
7. Current Registration Certificate as Insurance brokerage firm issued by the Insurance Regulatory Authority (IRA) for the current year 2015. A copy must be attached.
8. Current Membership certificate (2015) with Association of Insurance Brokers (AIB). A copy must be attached.
9. Bank Bid Bond of Kenya Shillings two Hundred (200) thousand valid for 120 days from the closing date of the bid.
10. Company profile and key staff CVs including at least one medical personnel
11. Professional Indemnity cover of not less than 5 million shillings.
12. Company profile and key staff CVs.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **90** days from the closing date of the bid.

Completed Bid documents in a plain sealed outer envelope enclosing separately sealed envelopes (in “**Original**” and “**Copy**”) all clearly marked **TENDER NO.KNL/HQ/T016/2014-2015 – FOR PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES FOR 2015-2016 FINANCIAL YEAR** as per instructions in the TENDER documents and addressed to:

**The Director,**  
**Kenya National Library Service**  
Mumias Road/Ol Donyo Sabuk Road Junction, Buruburu  
**P.O. Box 30573-00100**  
**NAIROBI**

Should be deposited in the Tender Box situated on the 3<sup>rd</sup> floor, ,**Mumias Road/Oldonyo Sabuk Road Junction, Buruburu, Nairobi, on or before 11.00 a.m. local time on 22nd June, 2015.** Tender documents will be opened immediately thereafter at the Conference Room on 2nd floor, Director's Wing Mumias Road/OI Donyo Sabuk Road Junction, Buruburu, Nairobi in the presence of Bidders representatives who choose to attend.

**Kenya National Library Service reserves the right to accept or reject any bid in whole or in part without giving reasons for its decision.**

## **SECTION II - INSTRUCTIONS TO BIDDERS**

### **2.1. Eligible bidders**

- 2.1.1 This Invitation for TENDER is open to all bidders eligible as described in the Appendix to Instructions to bidders. Successful bidders shall provide the services required for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the bid documents.
- 2.1.2 Knls employees, Board of Directors and their relatives (spouse and children) are not eligible to participate in the bid unless where specially allowed under section 131 of the Act.
- 2.1.3 Bidders shall provide the qualification information statement that the bidder (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 Knls 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 bids.
- 2.1.4 Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Bidding**

- 2.2.1 The Bidders shall bear all costs associated with the preparation and submission of its bid, and the Knls, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
- 2.2.2 Knls shall allow the bidder to review the tender document free of charge before purchase or download the document free of charge from knls website or treasury portal.

### **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 bidders.
  - a) Instructions to Bidders
  - b) General Conditions of Contract
  - c) Special Conditions of Contract
  - d) Schedule of Requirements
  - e) Details of Insurance Cover
  - f) Form of Tender
  - g) Price Schedules
  - h) Contract Form
  - i) Confidential Business Questionnaire Form
  - j) Bid security Form
  - k) Performance security Form
  - l) Declaration Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the Knls by post, fax or by email at the Knls address indicated in the Invitation for bids. The Knls 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 bids prescribed by the Knls. Written copies of the Knls 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 Knls shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the bidder to make timely submission of its bid.

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of the bids, the Knls, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bid documents by issuing an addendum.

2.5.2 All prospective bidders 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 bidders reasonable time in which to take the amendment into account in preparing their bids, the Knls, at its discretion, may extend the deadline for the submission of bids.

## **2.6 Language of Bids**

2.6.1 The bid Prepared by the bidder as well as all correspondence and documents relating to the bid exchanged by the bidder and the Knls, shall be written in English language. Any printed literature furnished by the bidder 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 bid, the English translation shall govern.

## **2.7. Documents Comprising the Bid**

2.7.1 The bid prepared by the bidder shall comprise the following components:

- a) A Bid 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 bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c) Bid security furnished in accordance with paragraph 2.12 (if applicable)
- d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Bid Prices**

2.9.1 The Bidder shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total bid 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, VAT and other taxes payable.

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

## **2.10. Bid Currencies**

Prices shall be quoted in Kenya Shillings

## **2.11. Bidders Eligibility and Qualifications**

Pursuant to paragraph 2.1 the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Knls satisfaction that the bidder has the financial and technical capability necessary to perform the contract.

## **2.12. Bid Security**

2.12.1 The bidder shall furnish, as part of its bid, a bid security for the amount and form specified in the Appendix to Instructions to Bidders.

2.12.2 The bid security shall 200 thousand shillings only

2.12.3 The Bid security is required to protect the Knls against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current licence from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to Knls and valid for thirty (30) days beyond the validity date of the tender

- 2.12.5 Any Bid not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Knls as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity
- 2.12.7 The successful Bidder's bid security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity.
  - (b) In the case of a successful bidder, if the bidder fails:  
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
  - (c) If the bidder reject correction of an arithmetic error in the bid.

## 2.13 Validity of Bidders

- 2.13.1 Bids shall remain valid for 90 days after date of bid opening pursuant to paragraph 2.18. A bid valid for a shorter period shall be rejected by the Knls as non-responsive.
- 2.13.2 In exceptional circumstances, the Knls may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under paragraph 2.12 shall also be suitably extended. A bidder granting the request will not be required nor permitted to modify its bid.

## 2.14. Format and Signing of Bidders

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

## 2.15 Sealing and Marking of Bidders

- 2.15.1 The bidder shall seal the original and the copy of the bid 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 Knls at the address given in the Invitation to Bid.
- (b) Bear bid number and name in the invitation to bid and the words, "**DO NOT OPEN BEFORE 22nd June, 2015 at 11.00 am local time.**"

2.15.3 The inner envelopes shall also indicate the name and address of the bidder to enable the bid 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 Knls will assume no responsibility for the bid's misplacement or premature opening.

## **2.16 Deadline for Submission of Bids**

2.16.1 Bids must be received by the Knls at the address specified under paragraph 2.15.2 not later than **22nd June, 2015 at 11.00 am local time.**

2.16.2 Knls may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Knls and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky bids which will not fit the Tender box shall be received by the Knls as provided for in the appendix on page 16.

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

2.17.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Knls prior to the deadline prescribed for submission of bids.

2.17.2 The Bidder'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 bids.

2.17.3 No bid may be modified after the deadline for submission of bids.

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

## **2.18 Opening of Bids**

2.18.1 The Knls will open all bids in the presence of bidders' representatives who choose to attend, after **11.00 am on 22nd June, 2015** and in the location specified in the invitation for bids. The bidders' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 Knls will prepare minutes of the bid opening, which will be submitted to bidders that signed the bid opening register and will have made the request.

## **2.19 Clarification of Bids**

2.19.1 To assist in the examination, evaluation and comparison of bids the Knls may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

2.19.2 Any effort by a bidder to influence Knls in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bidder's bid.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 Knls will examine the bids 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 bids are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis.

(a) 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.

(b) If the candidate does not accept the correction of the errors, its bid will be rejected, and its bid security forfeited.

(c) If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 Knls may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.

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

2.20.5 If a bid is not substantially responsive, it will be rejected by the Knls and may not subsequently be made responsive by the bidder by correction of the non-conformity.

## **2.21 Conversion to single currency**

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

## **2.22 Evaluation and Comparison of Bids**

2.22.1 Knls will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Knls evaluation of a bid will take into account, in addition to the bid price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the bid;

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

2.22.4 Deviation in payment schedule

Bidders shall state their bid price for the payment on schedule outlined in the special conditions of contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Knls may consider the alternative payment schedule offered by the selected bidder.

2.22.5 The bid evaluation committee shall evaluate the bid within 15 days from the date of opening the bid.

## **2.23. Contacting Knls**

2.23.1 Subject to paragraph 2.19 no bidder shall contact the Knls on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

2.23.2 Any effort by a bidder to influence the Knls in its decisions on bid evaluation, bid comparison, or contract award shall result in the rejection of the Bidders' bid.

## **2.24 Post-qualification**

2.24.1 The Knls will verify and determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the Bidder's bid, in which event; Knls will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

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

2.25.2 To qualify for contract awards, the bidder 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 Knls Right to accept or Reject any or all Bids**

2.26.1 The Knls reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Knls action. If the Knls determines that none of the bids is responsive, the Knls shall notify each bidder who submitted a bid.

2.26.2 The Knls shall give prompt notice of the termination to the bidders and on request give its reasons for termination within 14 days of receiving the request from any bidder.

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of bid validity, the Knls will notify the successful bidder in writing that its bid 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 bidder and the Knls pursuant to clause 2.9. Simultaneously the other bidders shall be notified that their bids were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 the Knls will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Knls notifies the successful bidder that its bid has been accepted, the Knls will simultaneously inform the other bidders that their bids have not been successful.
- 2.28.2 Within seven (7) days of receipt of the Notification of Award, the successful bidder shall sign and date the acceptance of award and return it to the Knls.
- 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 bidder shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Knls.
- 2.29.2 Failure by the successful bidder 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 bid security, in which event the Knls may make the award to the next lowest evaluated bid or call for new bids.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Knls requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 The Knls will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further a bidder 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 Bidders**

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

Instruction to bid reference	<i>Particulars of Appendix to instructions to bidders</i>
2.1	Eligible bidders shall be Kenyan registered Insurance firms facilitating General Insurance Brokerage Service with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya
2.4.3	Preference not applicable
2.14.2	The number of copies to be submitted shall be four (for technical proposal and one original, one copy) for financial proposal bound.
2.15.2 (b)	The bid shall be closing on <b>22nd June, 2015 at 11.00 am local time.</b>
2.16.1	Not later than 11.00 am local time on 22nd June, 2015
2.16.3	Bulky bid documents shall be received in properly sealed envelopes as per instruction at the Principal Supply Chain Officer office on 3 <sup>rd</sup> Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the bidder shall be required to place the bid documents at the Tender Box in a designated area.
2.18.1	<b>After 11.00 am local time on 22nd June, 2015</b>
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

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

#### **3.1. Definitions**

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

- (a) "The Contract" means the agreement entered into between the Knls and the bidder, 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 bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Services" means services to be provided by the bidder including any documents, which the bidder is required to provide to the Knls under the Contract.
- (d) "TENDER" means bidding document for the said service
- (e) "The Knls" means Kenya National Library Service, the organization procuring the services under this Contract
- (f) "The Contractor" means the organization or firm providing the services under this Contract.
- (g) "GCC" mean the General Conditions of Contract contained in this section.
- (h) "SCC" means the Special Conditions of Contract
- (i) "Day" means calendar day

#### **3.2. Application**

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

#### **3.3. Standards**

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

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

- 3.4.1 The Contractor shall not, without the Knls 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 Knls 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 Knls 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 Knls and shall be returned (all copies) to the Knls on completion of the contract's or performance under the Contract if so required by the Knls.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify the Knls 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 seven (7) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Knls 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 Knls as compensation for any loss resulting from the Bidder'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 Knls and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Letter of credit.

3.6.4 The performance security will be discharged by the Knls and returned to the bidder 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 Knls 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 Knls, 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 bidder in its bid or in the Knls request for

bid 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 by the Knls 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 Knls prior written consent.

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

3.11.1 The Knls 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 Knls
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the Knls has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event the Knls 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 Knls 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 Knls 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 Knls.

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

3.13.1 The Knls 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 entity's convenience, the extent to which performance 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 Knls 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 Knls 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.

### **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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.18 Notices**

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the effective date of the notice, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### 4.1 Biding Notes

- 4.1.1 The Bidder is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Knls must be informed at once and have the same rectified.
- 4.1.2 Should the Bidder be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform the Knls that the correct meaning can be decided upon before the date for submission of the Bid.
- 4.1.3 No liability whatsoever will be admitted or its claim allowed in respect of errors in the Bidder's Bid due to mistakes which should have been rectified in the manner described above.
- 4.1.4 It is the sole responsibility of the bidder to ensure all the documents submitted are well bounded and the Knls shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.1.5 The Bidder shall not alter or otherwise qualify the text of this Bid Document. Any alteration or qualification made without authority will be ignored and the text of the Bid Document as printed will be adhered to.
- 4.1.6 The Bidder shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the bid.
- 4.1.7 The Insurance Brokerage firm shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation.
- 4.1.8 ***Please note that this will form part of Knls assessments on performance through the contract period and failure to meet the above may jeopardise future business with Knls. Any Insurance firm with past adverse service in terms premium remission shall be eliminated at preliminary stage.***
- 4.1.9 **The duration of the contract shall be two (2) years renewable annually on the due date and subject to annual performance appraisal of the service provider and provision of a revised list of beneficiaries by the Kenya National Library Service. The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance Brokerage Firm.**
- 4.2 The bid is open to Insurance Brokers for direct participation and each shall be evaluated based on their applicable evaluation criteria as shown below:
- 4.3 The successful bidder will be required to give a performance security of 10% of the total contract price.
- 4.4 Bidders must provide history of any litigation, dispute or arbitration resulting from contracts executed in the last five years and currently under execution.
- 4.5 The cover is for Kenya National Library Service

## 5.0 EVALUATION CRITERIA

### **UNDERWRITERS EVALUATION CRITERIA**

#### **5.1 CONDITIONS TO BE MET BY THE RECOMMENDED UNDERWRITER**

The recommended underwriter shall meet the following conditions and Broker must submit copies of relevant documents together with their bid.

- 5.1.1 Must be registered with the Insurance Regulatory Authority for the current year 2015 and a copy of the current license shall be submitted.
- 5.1.2 Must attach a copy of current membership certificate with Association of Kenya Insurers (AKI).
- 5.1.3 Must have done annual gross premiums in previous year of not less than **Kshs. 1 Billion**
- 5.1.4 Must have paid-up capital of at least **Kshs. 150 million**
- 5.1.5 Must submit copies of the audited accounts for the last three years (**within the period of 2012 to 2015 which must be signed by the auditor and the director**) with current ratio of 2:1 at least for the 3<sup>rd</sup> year.
- 5.1.6 Must submit copies of the following documents;
  - (a) Valid Tax Compliance Certificate.
  - (b) Certificate of Registration/Incorporation

### **STAGE ONE**

#### **5.2 Preliminary evaluation for Tenders**

The Tender Processing committee shall first conduct a preliminary evaluation to determine whether:

- (a) the bid has been submitted in the required format;
- (b) any bid security submitted is in the required form, amount and validity period;
- (c) the bid has been signed by the person lawfully authorised to do so;
- (d) the required number of copies of the bid have been submitted;
- (e) the bid is valid for the period required;

#### **5.3 Statutory / Mandatory requirements**

- 1. Valid Tax compliance certificate
- 2. List of Directors with respective shareholding & details of citizenship.
- 3. Audited Accounts for the last three years (i.e. within the period of 2012 to 2015 which must be signed by the auditors and the director.)
- 4. Evidence/proof of having done annual gross premiums in previous year (2015) of not less than Kshs. 200 Million.
- 5. Evidence/proof of recommended underwriter having paid-up capital of at least Kshs. 150 Million (authenticated by IRA)
- 6. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years
- 7. Current Registration Certificate as Insurance brokerage firm issued by the Insurance Regulatory Authority (IRA) for the current year 2013. A copy must be attached.
- 8. Current Membership certificate (2013) with Association of insurance Brokers (AIB). A copy must be attached.
- 9. Bank Bid Bond of Kenya Shillings two Hundred (200) thousand valid for 120 days from the closing date of the bid.

10. Company profile and key staff CVs
11. Professional Indemnity cover of not less than 5 million shillings.

**Bids which do not satisfy any of the above requirements shall be rejected and shall not be considered further.**

## **STAGE TWO**

### **5.4 Technical Evaluation requirements**

#### **5.4.1 Key Personnel Qualifications and Company's past Experience/Operation performance (20 points) - Broker**

##### **(a) Key Personnel Qualifications and experiences – 20 points (Broker)**

List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience:

- a) Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) degree in Insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 2 points for each certificate – total 4 points] with not less than seven years experience as a senior manager in the insurance industry {2 points or prorated for less years of experience} – **(total 6 points)**
- b) The other three must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 points each] with at least five years experience in the insurance industry handling Medical Insurance related covers {2 point each or prorated for less years of experience} – **(total 12 points)** and;
- c) Certified CVs signed by both the employer and the employee {0.25 point each} – **(total 2 points)**

#### **5.4.2 Company's past Experience/Operation performance – (30 points) - Broker**

- The company must have offered General Insurance and brokerage Service to at least 4 large corporate clients and have serviced them for at least three (3) years (within 2012-2015) that can best demonstrate past experience in providing similar services-. Provide details of client as below:
- a) Names **{0.5 point each}**,
  - b) addresses **{0.5 point each}**
  - c) Contact persons **{0.5 point each}**
  - d) Clients employee number of not less than one hundred (100) each of the three clients **{0.5 point each or zero for less} (1.5 points)**
  - e) Attaching any evidence like letters of engagement, Contract, award letters etc from the said clients **{3 points each or zero for none}**  
(Failure to attach documentary evidence will attract nil points)

Provide actual turn around time for settling claims (attach evidence) – **6 points**

Present the total number falling within the limits given below:

- 1 – 5 days – 10 points
- 6 – 10 days – 8 points

- 11 – 15 days – 6 points
- 15 – 30 days – 4 points
- Beyond 30 days – 0 points

**N/B – Knls reserves the right to carry out independent confirmations on turnaround time either from the clients or hospitals and should any bidder be found to have given false information shall have their bid rejected.**

**5.4.3 Scope of General Insurance Brokerage Services  
Strength of the recommended Underwriter (30 points)**

- (a) Bidder shall furnish copies of the quotation from the recommended underwriter indicating the premium quoted and any extensive clauses which enhance the utility of the Insurance cover above the cover provided by the standard policy issued by the underwriter. **N/B Excess, free cover limits and limits of liability should be clearly shown in the quotation documents obtained from Underwriters (15 points).**
- (b) **Financial Strength, experience and Audited Accounts of the recommended Underwriter (15 points)**

Bidders shall recommend an **underwriter who must** meet the following conditions **{Note: Brokers would be awarded 15 points only if the recommended underwriter meets all these requirements. Failure to meet any means the broker shall be awarded nil points. Also the broker shall be disqualified if the recommended underwriter is found to be financially weak}**:

- Must be registered with the Insurance Regulatory Authority for the current year 2015 and a copy of the current license shall be submitted.
- Must have current membership certificate to Association of Kenya Insurers (AKI).
- Must have done annual gross premiums in previous year of at least **Kshs. 1 billion**
- Must have paid up capital of at least **Kshs. 150 Million**
- Must submit copies of the audited accounts for the last three years (within the period of 2012 to 2015 which must be signed by the auditor and the director) with current ratio of 2:1 at least for the 3<sup>rd</sup> year.
- Must submit copies of the following documents;
  - Valid Tax Compliance Certificate
  - Certificate of Registration/Incorporation

**5.4.4 Business support – 20 points**

**(a) Reinsurance Cover (10 points) - Underwriter**

The bidder recommended underwriter must have a Reinsurance policy in place from a well-known and registered Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – **10 points**

**(b) Professional Indemnity Cover (3 points) - Broker**

Bidders shall be expected to have a Professional Indemnity cover with a limit of not less than **Kshs. 5 million**. The Indemnity Insurance cover shall have been obtained from an independent financially stable and reputable insurance company.

**A copy of the current policy indicating the amount and expiry date of indemnity cover must be attached. The policy should be valid for the period of the bid validity and if awarded the contract, it shall be upgraded (if**

**less) to an equivalent of 10% of the premium payable and shall remain so for the term of the contract (total 3 points).**

Compensation shall be claimed against this cover if the bidder fails to perform any of its obligations or provides services falling below the standard set out therein or is in breach of any of its material obligations under the contract.

- (c) Bidders' appointed Bankers – 1 point and authority to seek references – 1 point (authority should be given in writing) – total **2 points**
- (d) Information regarding any litigation, current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount. If none, state so – **2 Points. If none, score is zero.**

**Note:**

**Only bidders scoring a minimum of 75% of the total technical score (stage two) shall proceed to stage three for financial/quotation comparisons.**

**STAGE THREE**

5.5. Financial (Premium) Comparison and checking for arithmetic errors if any

**RECOMMENDATION (S)**

5.6 The insurance broker/company that present the best affordable offer shall be deemed to be the lowest evaluated bidder(s) and shall be recommended for award as appropriate.

## 6.0 EXPECTED OUTPUT / DELIVERABLES

### 1. FIDELITY GUARANTEE INSURANCE

Cover: Provide indemnity to the employer in respect of all pecuniary loss as a result of infidelity of employees / position declared.

Persons covered:

<u>OCCUPATION</u>	<u>NO.</u>	<u>LIMITS OF LIABILITY PER PERSON</u>
Director	1	Kshs 30,000.00
Deputy Directors	3	Kshs 30,000.00
Head of Libraries	60	Kshs. 30,000.00
Heads of Departments	13	Kshs. 30,000.00
Cashiers-Headquarters	2	kshs.300, 000.00
Total	72	

Aggregate Annual limit: Kshs.1, 000,000.00

### 2. CASH IN TRANSIT (MONEY INSURANCE)

Cover: Loss of money and damage to safes as declared. Money deemed to include cash, currency notes, postage, revenue and NHIF stamps and money orders, uncrossed and bearer cheques.

• Cash with senior staff on safari	Kshs.50,000.00
• Cash on premises, out of safe and out of business hour	Kshs.70,000.00
• Contents of franking machines	Kshs. 3,000.00
• Loss / damage to safe	Kshs. 50,000.00
• Cash in premises during business hours	Kshs.300,000.00
Estimated Annual carry	<b>Kshs.5, 000,000.00</b>

3. **PUBLIC LIABILITY INSURANCE**

Cover: Legal liability in respect of accidental death, bodily injury / illness or loss or damage to property of third parties including legal expenses. Excluding professional indemnity and products liability risks.

Limits of indemnity

Any one claim	any one claim	
General liability claims	Kshs.1, 000, 000.00	Unlimited
Food and drink claims	Kshs. 50,000.00	Kshs.50,000.00

4. **ANNUAL EMPLOYERS LIABILITY INSURANCE**

Cover: Provides indemnity to the employer against liability under common law for damages and claimants' costs and expenses for litigation in respect of death, bodily injury and diseases caused to employees during the period of insurance and arising out of and in course of employment.

Persons covered	No.	Estimated annual earnings
Management and unionsable staff	684	Kshs. <b>223,773,972.00</b>
Limits of liability		
Any one person		Kshs. 4,000,000.00
Any one occurrence		Kshs.25, 000.000.00
Any one year		Unlimited

5. **ELECTRONIC DATA PROCESSING EQUIPMENT INSURANCE**

Cover : Indemnity in respect of loss or damage due to unforeseen physical loss or damage by fire, explosion, impact of aircraft, singeing, smouldering, soothing, charring electrical damage, burglary, robbery, plundering, sabotage, malicious damage, leakage of water, flood 25 inundations, faulty operation, error in design and defects in material.

Cover: to cover all computers in head office and all branches against all risks

All Risks **Kshs. 2,865,000.00**

Item	Particulars	Amount
Computers	Headquarters 35 pcs @20,000	1,100,000.00
	E resource pcs 20 pcs @20,000	
	25 Computers @ 10,000	250,000.00
	20 Computers @ 15,000 – Buruburu and nakuru	300,000.00

Laptops	DIR 1 pc @ 10,000	10,000.00
	DDTS 1 pc DDfa 1pc @ 15,000	30,000.00
	Kisumu 1 @ 20,000	20,000.00
	ICT 4 @ 10,000	60,000.00
Projector	Kisumu 1, Headquarters 1 @ 20,000	40,000.00
ICT	7 Server (netopacs, Finance, Hr, Amlib) @ 140,000	980,000.00
Network Switches	2 Cabinets @ 10,000	20,000.00
Printers	HQ10 pcs @ 10,000	100,000.00
	Knls branches 20 Printers @ 5,000	100,000.00
Scanners	10 Scanners @ 9,000	90,000.00
	5 blue tooth Scanners @ 25,000	125,000.00
PABX and associated extensions	Knls Head Office and Branches Countrywide	100,000.00
Tablet	50 pcs @ 20,000	1,000,000.00
	<b>TOTAL</b>	<b>4,235,000.00</b>

(The list is bound to change during the period of cover)

## 6. COMPREHENSIVE MOTOR VEHICLE INSURANCE.

### LIMIT

Third party persons	:	Unlimited
Third party property	:	Kshs.5, 000,000/-
Towing charges	:	Kshs.20, 000/-
Repair authority	:	Kshs.20, 000/-
Windscreen	:	Kshs.10, 000/-

### i) Commercial vehicles

REGISTRATION MARKS	MAKE	VALUE (KSHS)
KAN 666U- Hqs	Nissan Urvan	500,000.00
KAN 874U – Hqs	Isuzu NHR Cargo	800,000.00
KAW 026Z – Hqs	Isuzu FRR Mobile	1,730,000.00
KAW 024Z – Embu	Isuzu FRR Mobile	1,730,000.00
KAW 025Z – Kisumu	Isuzu FRR Mobile	1,730,000.00
KAW 023Z – Mombasa	Isuzu FRR mobile	1,730,000.00
<b>Total amount insured</b>		<b>8,000,000.00</b>

ii) **Motor Private Vehicles**

REGISTRATION MARKS	MAKE	VALUE (KSHS)
KBN 082E	Mitsubishi Pajero	1,800,000.00
KBQ 502D	Land Rover Defender 110	4,000,000.00
KBW 075V	Mitsubishi Pajero	4,,200.000.00
<b>Total amount insured</b>		<b>10,000,000.00</b>

iii) **Motor cycles**

REGISTRATION MARKS	MAKE	VALUE (KSHS)
KBU 650T – Hqs	Yamaha 125cc	114,000.00
KAH 838F – Karatina	Yamaha RX100	40,000.00
KAN 702U – Mwingi	Chui Jialing	75,000.00
KAV 979E – Garissa	Chui Jialing	80,000.00
KAV 978E – Thika	Chui Jialing	80,000.00
KAC 778P – Lagam	Yamaha DT 125	40,000.00
KAV 980V – Moyale		80,000.00
KMCB 609V – Kithasyu		50,000.00
<b>Total amount insured</b>		<b>475,000.00</b>

7. **FIRE & PERILS**

Cover: provides indemnity for loss or damage caused by fire, lightning, explosion, riot and strike, malicious damage, special perils (A to H), earthquake fire & shock and bush fire.

Interest and sum insured

<i>Item No.</i>	<i>Description</i>	<i>sum insured</i>
1.	On various constructed buildings, the property of Property of the insured anywhere in the Republic of Kenya.	467,500,000.00/-
2.	On stock of library books at any premises in Kenya.	250,000,000.00/-
3.	On various equipment, furniture, fittings & fixtures and Any other contents in the republic of Kenya	230,000,000/-
	<b>Total sum insured</b>	<b><u>947,500,000/-</u></b>

**8. BURGLARY INSURANCE**

Cover : Indemnity for loss or damage to the insured property arising out of theft or attempt threat accompanied by actual forcible and violent entry or exist including hold up.

Interest and sum insured

Property of the insured on various constructed buildings, the property of the insured anywhere in the Republic of Kenya.

**Item Description**

	<b>Sum insured</b>
<b>No.</b>	
a. Stocks of library Books at any premises in Kenya	Kshs. 250,000,000.00/-
b. On various equipment, fixtures, fittings & furniture and And any other contents in the republic of Kenya	Kshs. 230,000,000.00/-
Total sum insured	<b>Kshs. 480,000,000.00/-</b>

**First loss sum insured**

**9. MACHINERY BREAKDOWN**

4 Generators	Kshs. 8,700,000.00
3M Machines	Kshs. 8,300,000.00
2 Passenger Lifts	Kshs. 8,000,000.00
<b>Total Sum Insured</b>	<b>Kshs. 25,000,000.00</b>

**10. GROUP PERSONAL ACCIDENT**

Cover: Indemnity in respect of bodily injury, death and medical expenses caused solely and directly by violent external, accidental and visible means.

No.	Designation	Death	Permanent Disablement	Temporary Disablement	Medical Expenses Kshs.	Estimated annual earnings (Basic)
1	1 Board members	1 million	1 million	No cover		-----
2	1 Executive Director	5 years' salary	5 years' salary	Actual weekly earnings	1,000,000.00	4,800,000.00
3	3 Deputy Directors	5 years' salary	5 years' salary	Actual weekly earnings	600,000.00 each	6,633,835.00
4	351 management staff	5 years' salary	5 years' salary	Actual weekly earnings	400,000.00 each	201,025,696.00
5	318 other staff -	5 years' salary	5 years' salary	Actual weekly earnings	300,000.00 each	57,117,528.00

11.

#### **MOTOR CONTINGENT LEGAL LIABILITY**

Cover: Vicarious legal liability attaching to the insured for injury to third party and damage to third party

property arising out of the use of any vehicle owned by the insured but used in connection with the insured's business and whilst been driven on the insured's order or with his consent.

LIMITS	Unlimited
Third party persons	Kshs.2, 000,000.00 in any one event
Third party property	
Passengers	Kshs.2, 000, 000.00 per seat
Geographical limits	Kenya

#### 12. **GROUP LIFE ASSURANCE**

Group Life Assurance scheme for the financial year 2015-2016

Benefits – Five (5) years for 684 members' basic salary. – Kshs 1,157,814,120.00

Annual 2014/2015 wage Roll Kshs.231, 562,824.00

(The list is bound to change during the period of cover)

13. **WORKMANS INJURY BENEFITS ACT (WIBA)**

Cover for 684employees for monthly wage roll of **Kshs.19, 296,902.00** for **8** eight years.

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The Form of Tender must be completed by the bidder and submitted with the bid documents. It must also be duly signed by duly authorized representatives of the bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the bid.
3. **Contract Form** - The contract form shall **not** be completed by the bidder at the time of submitting the bid. 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 bidder and submitted with the bid documents.
5. **Bid Security Form** -When required by the bid document the bidder shall provide the bid security either in the form included hereinafter or in another format acceptable to the Knls
6. **Declaration Form** – Must be completed by the bidder and submitted with the bid documents
7. **Performance Security Form** -The performance security form should not be completed by the bidder at the time of bid preparation. Only the successful bidder will be required to provide performance security in the form provided herein or in another form acceptable to the Knls.

**KENYA NATIONAL LIBRARY SERVICE – PREMIUM SUMMARY**

**NAME OF INSURER:**

<b>NO</b>	<b>RISK</b>	<b>SUM INSURED (KSHS)</b>	<b>PREMIUM (KSHS)</b>	<b>SPECIAL CLAUSE</b>	<b>EXCESS</b>
1.	Fidelity Guarantee				
2.	Money				
3.	Public Liability				
4.	Employers Liability				
5.	Electronic data processing equipment				
6.	Motor vehicle				
7.	Fire & Perils				
8.	Burglary				
9.	Machinery Breakdown				
10.	Group Personal Accident				
11.	Motor contingent liability				
12.	Group Life Assurance				
13.	WIBA				
	<b>TOTAL PREMIUM</b>				

**FORM OF TENDER**

To:

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

**THE DIRECTOR  
KENYA NATIONAL LIBRARY SERVICE  
P.O. Box 33008-00100  
NAIROBI.**

Gentlemen and/or Ladies:-

1. Having examined the Bid documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide General Insurance Brokerage Services under this bid in conformity with the said Bid document for the sum of .....[Total Bid amount in words and figures Inclusive of VAT]or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to provide Group Personal Accident Service in accordance with the conditions of the bid.
3. We agree to abide by this Bid for a period of **90** [number] days from the date fixed for Bid opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Bid, 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 bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

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

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

**PRICE SCHEDULE FORM**  
**Provision of General Insurance Brokerage Services**

<b>CLASS/RISK</b>	<b>SUM INSURED (KSH)</b>	<b>SCOPE OF COVER</b>	<b>INDEMNITY/LIABILITY LIMITS</b>
1. Fidelity Guarantee			
2.Cash In Transit Insurance			
3. Public Liability			
4.Employers Liability			
5. Electronic data processing equipment			
6. Motor vehicle			
7. Fire &Perils			
8. Burglary			
9. Machinery Breakdown			
10. Group Personal Accident			
11. Motor Contingent Liability			
12. Group Life Assurance			
13.WIBA			
<b>TOTAL PREMIUM PER ANNUM</b>			
Settlement of claims must be within 24 hours pending documentation			

**PRICE SCHEDULE SUMMARY FORM**

Please summarize the quoted Annual Premiums for Provision of general Insurance Brokerage services in the table below:

Class/Risk No.	Description of Insurance Cover	Total Premium (Kshs.)	Proposed Underwriter Insurance Co.	State the following if any			
				Excess	Free cover limit	Liability limit	others
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							

KENYA NATIONAL LIBRARY SERVICE, TENDER FOR PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES,  
TENDER NO.KNL/HQ/T016/2014-2015

						13.	
<b>GRAND TOTALS</b>							

**Note: No provisional premiums are acceptable and where the quotation from Underwriter is lower than the Broker, a written explanation must be attached by the Broker and certified by the Underwriter.**

Signature of bidder \_\_\_\_\_

Official Rubber Stamp \_\_\_\_\_

*Note:*

In case of discrepancy between the unit rate and the total premium, the unit rate shall prevail.

## Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ----- [name of Procurement entity] of ----- [country of Procurement entity] (hereinafter called "the Knls") of the one part and ----- [name of bidder] of ----- [city and country of bidder] (hereinafter called "the bidder") of the other part:

WHEREAS the Knls invited bids for Staff Group Personal Accident services and has accepted a bid by the bidder 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 bidder;
  - (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 Knls's Notification of Award
3. In consideration of the payments to be made by the Knls to the bidder as hereinafter mentioned, the bidder hereby covenants with Knls to provide the Group Personal Accident covers and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Knls hereby covenants to pay the bidder 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 Knls)

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

\_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 General:

Business Name ..... Location of business premises

..... Plot No. & Name of Premise

..... 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 Bidder .....

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

**Part 2 (d) – Interest in the Firm:**

Is there any person/persons in **Kenya National Library Service** in general who has interest in this firm?  
Yes/No (Delete as necessary).

I certify that the above information is correct.

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

**\*Attach proof of citizenship**

**TENDER SECURITY FORM**

Whereas [*name of Bidder*] (hereinafter called <the bidder> has submitted its bid dated [*date of submission of bid*] for the provision of staff Provision of General Insurance Brokerage services (hereinafter called <the bid?)

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of building/premises*] (hereinafter called <the bank> in the sum of [*state the amount*] for which payment well and truly to be made to the said Knls, 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 bidder withdraws its bid during the period of bid validity specified by the Knls on the Form; or
2. If the bid, having been notified of the acceptance of its bid by the Knls during the period of bid 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 bids.

We undertake to pay to the Knls up to the above amount upon receipt of its first written demand, without the Knls having to substantiate its demand, provided that in its demand the Knls 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 bid guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

---

[Authorized Signatories and official stamp of the Bank]

**PERFORMANCE SECURITY FORM**

To: .....

*[Name of Knls]*

WHEREAS ..... *[Name of bidder]*

(Hereinafter called "the bidder") 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 bidder shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the bidder, 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 bidder to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

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

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

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

**LETTER OF NOTIFICATION OF AWARD**

Address of Knls

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Bid No. \_\_\_\_\_

Bid Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned bid 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 7 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

## **APPENDICES**

All bidders are advised to submit all the required documents and information as appendices in the following manner:

APPENDIX 1 – All the Mandatory (Statutory) Requirements

APPENDIX 2 - KEY PERSONNEL DETAILS AND COPIES OF ACADEMIC AND PROFESSIONAL CERTIFICATES MINIMUM THREE

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION (academic & professional level) AND EXPERIENCE

APPENDIX 3 - CURRICULUM VITAE (CV) in the format shown below

APPENDIX 4 - BIDDERS' RELEVANT EXPERIENCE

APPENDIX 5 - COPY OF PROFESSIONAL INDEMNITY COVER

APPENDIX 6 - ANNUAL PREMIUM TURNOVER

(To be certified by the Principal Officer and the firm's External Auditors)

APPENDIX 7 - AUDITED ACCOUNTS FROM BIDDERS (BROKERS/UNDERWRITERS) FOR THE LAST THREE FINANCIAL YEARS (i.e. between year 2007 and 2011)

(Copies should be certified by the External Auditor and the Principal Officer)

APPENDIX 8 – ALL THE REQUESTED DOCUMENTS AND INFORMATION

APPENDIX 9 - ANY OTHER INFORMATION INCLUDING BIDDERS EXPLANATION OF THE SCOPE OF COVER AND FACILITIES

**FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF**

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

**Name of Firm:** \_\_\_\_\_

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

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

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

**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

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

Detailed Tasks, which will be assigned;

i).....

ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

i).....

ii).....

iii).....

**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].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

**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.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

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

**[Signature of staff member]**

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

**[Signature of authorized representative of the firm]**

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

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

**FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE**

**Relevant five assignments carried out in the Last Three Years that best illustrates your experience (At least 3 Corporate Clients).**

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your	
Name of Client:		Firm/Entity(profiles):	
Address:		Sum Insured (Kshs):	
Start Date (Month/Year):		Duration of Policy with Client	
Completion Date (Month/Year):	Date:	Premium (in Kshs)	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:			
Narrative Description of Service:			
Full Description of Actual Services Provided by Your Staff:			

Firm's Name: \_\_\_\_\_

Name and title of signatory: \_\_\_\_\_

**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT THE BIDDER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Bid No.** ..... To supply goods, render services and/or carry out works for Kenya National Library Service and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt 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 Kenya National Library Service, which is the procuring entity.

4. THAT the aforesaid Bidder, 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 Library Service

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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