



kenya national
library service

TENDER DOCUMENT

FOR

TENDER FOR PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES

TENDER NUMBER: KNL/HQ/T004/2019-2020

(MAY,2020)

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SECTION I - INVITATION FOR TENDERS

Date: 12th May, 2020

TENDER No. KNL/HQ/T004/2019-2020: TENDER FOR PROVISION OF GENERAL INSURANCE COVER

1.1 Kenya National Library Service (knls) is a state corporation whose mandate is to promote, establish, equip, manage, maintain and develop libraries in Kenya.

Knls invites sealed tenders from eligible candidates for provision of Insurance Services.

Reference Number	Tender Name	Tender Security Amount	Closing date	Eligibility
KNL/HQ/T004/2019-2020	Provision of General Insurance Brokerage Services	Ksh.100,000.00	27 th May 2020 at 10.00am.	Open National Tender

Interested eligible candidates may obtain tender documents at the procurement offices located at Knls BuruBuru Office, 3rd floor, Mumias Road/Oldonyo Sabuk Road Junction, BuruBuru-Nairobi during normal working hours upon payment of a non-refundable tender fee of **Ksh.1000.00 per set** or download free of charge from knls website, www.knls.ac.ke or Public Procurement Information Portal www.tenders.go.ke.

All bidders who download the tender document **MUST** register with procurement office by sending an email to tender@knls.ac.ke.

Tendering will be conducted through the National Competitive bidding procedures specified in the Public Procurement and Disposal Act, 2015 and its Regulations

Enquires can be made via email:tender@knls.ac.ke or telephone number 0728 607 627.

Bidders are advised to regularly visit knls website to obtain any additional information (Addendum on the tender). All addenda/ additional information on the tender shall be posted on knls website as they become available

Tenders must be accompanied by a tender security in the format and amount provided.

Completed tender documents shall be deposited in the tender box located on 3rd floor reception area, Mumias Road/Oldonyo Sabuk Road Junction, BuruBuru-Nairobi on or before **Tuesday 27th May, 2020 at 10.00am**. The tender document will be opened immediately thereafter in the conference room, Mumias Road/Oldonyo Sabuk Road Junction, on **Tuesday 27th May, 2020 BuruBuru-Nairobi**, Director's wing, in the presence of bidders or their representatives who wish to attend.

Late bids shall be rejected.

The Ag. Chief Executive Officer
Kenya National Library Service
Mumias Road/Oldonyo sabuk Road Junction, Buruburu
P.O. Box 30573 -00100
NAIROBI, KENYA.

Prices/premiums quoted should be net inclusive of 14% taxes and all applicable levies and must be in Kenya Shillings, and shall remain valid for 90 days from the closing date of the tender

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 Knls 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 Knls by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. 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 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 Knls 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 nonresponsive 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 Knls 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 Knls 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 Knls as non-responsive.

2.13.2 In exceptional circumstances, Knls 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 initialled 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 initialled 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**” (Technical & financial) and “**COPY OF TENDER**” (Technical & Financial). The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to Knls 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 27th May 2020 at 10:00 AM**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2 Knls 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 Knls at the address specified therein no later than **27th May, 2020 at 10:00 AM**

2.16.2 Knls 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 Knls 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 Knls 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 Knls 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 no later than the deadline for submission of tenders.

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

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

2.18. Opening of Tenders

2.18.1 Knls will open all tenders in the presence of tenderers' representatives who choose to attend, on **27th May, 2020 at 10:00 AM** 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 Knls 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 Knls 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 Knls 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 Knls 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 Knls may waive any minor informality or nonconformity 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, Knls 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 Knls 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, Knls 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 Knls will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 Knls 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) Knls 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. Knls 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 Knls

2.23.1 Subject to paragraph 2.19 no tenderer shall contact Knls 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 Knls 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 Knls 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 Knls 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 Knls 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 Knls 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 Knls 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 Knls determines that none of the tenders is responsive, Knls shall notify each tenderer who submitted a tender.

2.26.2 Knls 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 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 tender validity, Knls 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 Knls 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 Knls 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 Knls notifies the successful tenderer that its tender has been accepted, Knls 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 Knls may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 Knls 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 Knls will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist Knls in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. Knls should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

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PRELIMINARY EVALUATION –MANDATORY

- a. Tender document submitted in the required format
- b. Any tender security submitted in the required form
- c. The tender validity period -90 days from the closing date
- d. The tender has been signed by the person authorised to do so
- e. The tender submission shall have a table of contents, page numbers and the document paginated wholly in the correct sequence and bound

Instructions to Tender Reference	Particulars of Appendix to instructions to tenderers
Eligibility	Insurance brokers registered and operating in the republic of Kenya
Clarification of tender	Address for clarifications The Head of Supply Chain Management Kenya National Library Services P.O Box 30573-00100 NAIROBI Tel number: -0728-607 627 Email:tender@knls.ac.ke
Closing date	Tuesday 27th May, 2020 at 10:00 AM
Price	Price quoted shall be inclusive of 14% VAT and all other applicable levies payable
Tender Security	Tenders must be accompanied by a Tender Security of Kshs. 100,000.00, valid for 120 days
Tender Validity period	The validity period of the Tender shall be 90 days from the closing date of Tenders
Documents comprising the tender	The tenderer shall seal the original and copy of tender in Inner envelope and outer envelope. The inner envelope shall contain two envelopes A and B

<p>Format and signing of tenders and</p>	<p>Envelope A shall contain the Technical submission and shall be clearly marked “Envelope A –TECHNICAL SUBMISSION”</p> <p>Envelope A shall contain NO INDICATION OF TENDER PRICE OR OTHER FINANCIAL INFORMATION.</p> <p>The envelope shall contain the following components:</p>
<p>Sealing and marking of tenders</p>	<p>1. INSURANCE COMPANY/UNDERWRITER</p> <p>Insurance Brokers should ensure that their proposed underwriter forwards copies of the following documents either through them or directly to knls in a clearly marked envelop bearing their name and words “UNDERWRITER DOCUMENTS” to be received on or before the stated closing date and time of tender.</p> <ol style="list-style-type: none"> i. Must be registered with Insurance Regulatory Authority (IRA) for the current year 2020 or a perpetual license and copy of the current license be submitted (Mandatory) ii. Must have paid up capital of at least Kes 300M (General Insurer) or Kes 150M (Long term Insurer). Attach certificate from registrar of Companies(Mandatory) iii. Must have written gross premiums in the previous year of at least Kes 1B with motor insurance not exceeding 20% of the total General premiums (Mandatory). iv. Must submit copies of the following documents <ol style="list-style-type: none"> a Valid Tax Compliance Certificate b Certificate of Registration/Incorporation c Single Business Permit (Mandatory) v. Must be member of the Association of Kenya Insurers(AKI) and copy of current membership certificate be submitted (Mandatory) vi. Indicate anticipated time taken to settle claims after complete documentation (turnaround period) not exceeding 30 calendar days. Provide evidence of claim settled in the past five years(Mandatory) vii. Must give a list of five (5) corporate client whom they have serviced for the last five years with a total premium of not less Kes 30M per annum per client. Evidence in form of copies of debit notes and endorsements and client

	<p>reference letters must be provided ((Mandatory))</p> <p>viii. Must submit copies of audited accounts for the last three years i.e. 2016,2017 and 2018. (Mandatory).</p> <p>2. INSURANCE BROKER</p> <p>i. Must be registered with Insurance Regulatory Authority (IRA) for the current year 2020 and copy of the current license be submitted (Mandatory)</p> <p>ii. Must submit a copy of Professional Indemnity Insurance Cover from a reputable Insurance Company with a minimum limit of Kes 100M valid over the duration of the contract. (Mandatory) NB. Compensation shall be claimed against this cover if the broker fails to perform any of its obligations or provides substandard services or is in breach of any of its material obligations under the contract</p> <p>iii. Must be a current member of the Association of Insurance Brokers of Kenya (AIBK) and a copy be submitted(Mandatory)</p> <p>iv. Must be registered with the Commission of Insurance for current year and copy of the current license be submitted(Mandatory)</p> <p>v. Must provide an underwriters authorisation form (Mandatory)</p> <p>vi. Must give a list of five (5) corporate clients with a total premium of not less than Kes 20M in the last three years (Mandatory)</p> <p>vii. Must submit copies of the audited accounts for the last three years i.e. 2016,2017 and 2018. (Mandatory).</p> <p>viii. Must have Annual Premium turnover of not less than Kes 200M in the last three years(Mandatory).</p> <p>ix. Must submit a duly completed, signed and stamped Confidential Business Questionnaire (Mandatory)</p> <p>x. Litigation History in format provided must be filled and signed(Mandatory)</p>
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	<ul style="list-style-type: none"> xi. Must submit a duly completed, signed and stamped Declaration Form (Mandatory) xii. Must submit a duly completed, signed and stamped Anti-Corruption Declaration Form (Mandatory) xiii. Tenderers shall be required to submit a tender security amounting to Kes 100,000 in the form of a bankers' guarantee or an insurance company guarantee issued by an insurance firm approved by PPRA, cash, letter of credit or guarantee by a deposit taking microfinance institution, SACCO Society, the Youth Enterprise Fund or the Women Enterprise fund valid for 120 days from the date of tender opening in the format provided in the tender document. (Mandatory) xiv. Provide at least three (3) Key Professional staff as follows: <ul style="list-style-type: none"> a. Principal Officer must be a university graduate and an Associate of the Chartered Insurance Institute or its equivalent with Certified copies of certificates with at least seven years' experience as a senior manager in the insurance industry b. The other two must be university graduates with some progress as associate of the chartered Insurance Institute/Local Diploma from the College of Insurance with certified copies of Certificates with at least five years' experience in the insurance Industry. The employer must certify their CVs c. Must submit a letter authorising knls to seek reference from their clients and bankers should need arise. NB: The Insurance Broker may be disqualified if the recommended Underwriter is weak financially or has bad record of not honouring insurance claims ix. Must submit copies of the following documents <ul style="list-style-type: none"> a Valid Tax Compliance Certificate b Certificate of Registration/Incorporation c Single Business Permit <p style="text-align: right;">(Mandatory)</p>
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	<p>ENVELOPE B: FINANCIAL PROPOSAL</p> <p>The Envelope shall contain:</p> <ul style="list-style-type: none"> a) Duly completed price schedules and duly signed form of tender. b) Schedule of prices using the format provided <ul style="list-style-type: none"> • Shall have the tender number clearly indicated and also a complete address of the tenderer to enable knls return the envelope unopened should the tenderer fail to meet the mandatory requirements and qualification pass marks. • The tenderer price schedule for each policy shall be supported by the price quotation from the recommended Underwriter. Broker must submit copies of the quotation indicating premium quoted per class, excess, deductibles, limit of liability, free cover limits (where applicable) and any exclusive clauses which enhance the cover above that provided by standard policy. Excess, free cover limits and limit of liability should be clearly indicated. <p>Note: The tenderer shall complete the price schedule and all other documents furnished in the tender document indicating the policies quoted for and applicable premiums from 1st July 2020 from 0000hrs.</p>
<p>Evaluation and Comparison of tenders</p>	<ul style="list-style-type: none"> • Knls shall take into consideration past claims and underwriting performance of both tenderer and underwriter in determining the substantial responsiveness at tender award. The factors to consider for tenderers shall include ability to satisfactorily conclude claims and satisfy agreed benchmarks. • For underwriters' arbitrary rejection of contested settle able claims will be considered. • Knls will not accept any award conditions whatsoever as this will be considered as failure, alterations or refusal to adhere to specifications by the Underwriter and knls will be entitled to call on the tender security

APPENDIX 2 - TECHNICAL EVALUATION CRITERIA
MARKS AWARDS

1. INSURANCE BROKER

Number	Description	Specific requirements	Marks	Max marks	
1.	Staff Qualifications			20	
	Principal Officer	University graduate	2	2	
		ACII /AIK	2	2	
		10 years' experience or more	2	2	
		7-9 years	1	1	
		CV certified by employer	2	2	
		Other two (2) staff	University graduate	@ 1	2
	Part ACII /AIK		@ 1	2	
	7 years' experience or more		@2	4	
	3-6 years		@0.5	1	
	CV certified by employer		@1	2	
	2	BROKER'S EXPERIENCE			25
		A list of five(5) Corporate clients for whom they have handled insurance business and each client's premium in the previous year must not be less than 20 Million	Name of the corporate client, address and contact person	@1	5
Evidence in form of copies notes of debit notes & endorsement letters of awards and client reference letters must be provided			@1	5	
Total premium is not less than 20 million for each client			@2	10	
Training , Risk Survey and Valuation of Assets and other add-ons		Evidence of having conducted training of clients	2	2	
		Risk Survey and or Valuation of assets	2	2	
		Any other services	1	1	

3	PROFESSIONAL INDEMNITY INSURANCE COVER			10
	Must submit a copy of Professional Indemnity Insurance cover from a reputable insurance company with a minimum limit of Kes 100 Million valid over the duration of the contract	Kes 100 million and above valid for duration of contract	10	10
4	PREMIUM TURNOVER			20
		Kes 300 Million and above in each of the last three years 2016, 2017, 2018 bidders to provide evidence.	10	10
		Brokers authority to confirm premium from clients or banks	5	5
		Brokers authority to confirm service delivery from clients	5	5
	TOTAL MARKS			75
Pass mark is 60 Marks to qualify for the financial evaluation				

INSURANCE COMPANIES(UNDERWRITER)

1	FINANCIAL STRENGTH			15
	Audited accounts for years 2017, 2018 and 2019	a). Gearing Ratio –Debt over Equity ❖ Less than 60% ❖ more than 60%	4 3	4
		b). R.O.I – ❖ .10%-13% ❖ .Below 10%	4 3	4
	Certification of accounts	Certified audited accounts	2	2
	Premium turnover	Kes 1B and 20% of the total general of motor vehicle insurance	5	5
2	CLAIMS PROCESSING			10
	Provide evidence from their reference clients e.g. notification letter, proof of payment etc.	Settlement of 5 claims within one month each from a different class of insurance within the past 3 years	@2	10

	TOTAL MARKS			25
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Pass mark is 20 marks to qualify for the financial evaluation

AWARD CRITERIA:

Knls will award the contract to the bidder with the lowest evaluated tenderer. In case of a tie the highest technical bidder shall be awarded the tender.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between Knls 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 Knls 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 superseded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of 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 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 Knls and shall be returned (all copies) to Knls 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 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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to 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 Knls as compensation for a 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 Knls 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 Knls 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 Knls in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than 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 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 Procuring entity's prior written consent.

3.11. Termination for Default

3.11.1 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 Procuring entity.

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

3.11.2 In the event 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 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 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 procuring entity.

3.13. Termination for Convenience

3.13.1 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 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 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 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 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

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist Knls in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of Knls and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. *(Modify as necessary)*

4.2. Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of the premium in the form of a bank guarantee valid for 37 months from 1 st July ,2020 0000hrs
3.7 Delivery of Services	<ul style="list-style-type: none"> a The appointed underwriter shall be required to sign a service level agreement with knls whose terms and conditions shall be determined by knls b The appointed broker shall be required to sign a service level agreement with knls whose terms and conditions shall be determined by knls. c The provision of insurance services will be on yearly basis from 1st July 2020 or any other date specified in the tender document and renewable thereafter depending on performance each individual policy and Library devolution effective date for the next three years. d Where there is variation between the policy document submitted by the insurer and the provisions of the tender document, then the provisions of the tender document shall prevail. e The performance of the insurers and brokers shall be evaluated semi-annually with reference to the SLA and evaluation criteria contained herein.
3.8 Payment	The payment period shall be within sixty (60) days upon receipt of invoice

3.9 Price adjustment	<ul style="list-style-type: none">• Price adjustments not applicable except for changes in government taxes or other legislation affecting Insurance in Kenya. Approval must be obtained from Ag.CEO in accordance with the Public Procurement and Disposal Act,2015 and its regulations.
3.16 Applicable law	<ul style="list-style-type: none">• Laws of Kenya
3.18 Notices	<ul style="list-style-type: none">• Notices to Kenya National Library Service shall be to Ag.CEO, P.O. Box 30573 - 00100 Nairobi.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of requirements shall be included in the tender documents by Knls and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS
1. DETAILS OF INSURANCE COVERS

NO	CLASS	COVER	ITEM TO BE COVERED	VALUE TO BE INSURED	PROPOSED UNDERWRITER
1	Fire and special perils	Fire, lightening, bush fire, full explosion, earthquake (fire shock and volcanic eruption) riot, strike, malicious damage, impact damage and special perils as per the policy.	a 62 knls Buildings including branches across the country and contents therein	Kshs. 650,000,000	
			b Furniture, fittings and fixtures	Kshs 250,000,000	
			c Plant and equipment	Kshs 20,000,000	
			d Book stock in Head Office and all branches countywide	Kshs 350,000,000	
			e Consequential loss	Kes 50,000,000	
2	Money	<ul style="list-style-type: none"> • Indemnity to insured against loss of money (Money includes cash, negotiable instruments, NHIF stamps, postal orders, cheque (unaddressed and bearer) by any cause occurring during the period of insurance. • Indemnity against loss of or damage to safes, strong room or till containing money by theft or attempted theft 	<ol style="list-style-type: none"> 1. Cash in transit 2. Cash in premises 3. Estimated annual carry 	<i>Kshs. 300,000</i> <i>Kshs. 300,000</i> <i>Kshs. 1,200,000</i>	

3	Burglary	Compensation in respect of loss or damage to property arising from forcible or violent entry and/or exit from owned or leased or donated premises and/or vehicles insured	Book collection , furniture, computers and electronic accessories in knls premises	Kshs. 600,000,000 First loss sum insured Kshs 100,000,000	
4	Fidelity Guarantee	Indemnity of the insured against loss of money or goods, the property of the insured or for which the insured is legally responsible by the reason of any employee(s) committing any acts of fraud or dishonesty.	Accountants/cashiers/procure rs No. of staff 70 <ul style="list-style-type: none"> ✦ Any person Kes 200,000.00 ✦ Any one claim Kes 150,000.00 ✦ Any one period Kes 250,000.00 ✦ Automatic reinstatement of loss ✦ Collusion endorsement ✦ Discovery period 12 months ✦ Loss of stores, stocks and any pecuniary loss by employee ✦ Retroactive cover for 24 hours ✦ Goods held in trust 	Total Guaranteed limit Aggregate Kshs 1,000,000	
5	Public Liability	Legal liability in respect to accidental death, bodily injury/illness, loss or damage to property of third parties including legal expenses.	1. General Liability Any one claim/any one period	Kshs. 10,000,000	
			2. Food and Drink any one claim/any one period	Kshs. 5,000,000	
6	Electronic Equipment/Computers	Loss, theft or sudden, accidental and unforeseen damage to electronic equipment.	Personal computers, knls Servers, Printers, photocopying machines, UPS's Computer board, software, network accessories, projectors, ICT equipment's	Kshs 31,726,357	

			(See Annex 1)		
7	All Risks	Indemnity against loss or damage to the specified property from any cause	Generators, 3M Machines, Laptops, and other office equipment	Kshs. 18,420,849	
9	Group Personal Accident/Work Injury Benefits Act Policy/-(WIBA plus)	Indemnity against knls legal liabilities for accidental bodily injury disablement or death or illness arising out of and in the course of employment during the period of the policy	<p>Events covered</p> <ul style="list-style-type: none"> ✦ Death -8years annual earning (Salary and allowance) ✦ Permanent Total Disability on percentage awarded on 8years earning ✦ Temporary total Disability-Daily earning up to 365 days ✦ Medical expenses – actual expenses incurred subject to a maximum of Kes 500,000.00 per person per accident. ✦ Disappreance – 8 years' earnings ✦ Occupational diseases ✦ Funeral expenses Kes 100,000.00 per person per accident 	Total sum assured Kes 468,772,627 annual gross earnings	
10	Motor insurance Private and Commercial	Indemnity against loss of or damage to moto vehicles and motorcycles and legal liability arising out of staff vehicles owned or operated by knls as per schedule annexed hereof:	<ol style="list-style-type: none"> 1. Protection, recovery and removal-Kes 50,000.00 2. Repair Authority-Kes 50,000.00 3. Radio Cassette –Kes 50,000.00 4. Windscreen/window glass-Kes 50,000.00 	See Annex 1	

			<p>5. Personnel effect-Kes 50,000.00</p> <p>6. Medical expenses Kes 50,000.00</p>		
11	Employers Liability	Legal liability in respect of accident ,death, body injury ,illness ,damage to employee property	<p>Any one person 3,000,000</p> <p>Any one occurrence Kshs 25,000,000</p> <p>Any one year Kshs 25,000,000</p>	Kshs 30,000,000	
12	Directors' and Senior Management Liability	<p>Provide indemnity for claims against directors and senior management for their wrongful acts attributable to negligence, error, omissions, commissions in executing their mandate in their official capacity.</p> <p>Provide cover for personal liability of the Knls Directors and senior officers as individuals and will therefore cover reimbursement in case it has paid claim of a third party and defense costs on behalf of its managers in order to protect them</p>	<p>No. of Directors 2 and 20 senior management benefits will include.</p> <ul style="list-style-type: none"> • Advancement of defence and claim costs • Past, present and future directors • Loss of documents • Employment practices liability • Libel and slander • Claims by former directors, officers or employee 	Kshs 10,000,000	
13	Group Life Assurance Cover (All staff)	Provide benefits to employees in the event of death from illness either by natural causes or accidental while in service	<ul style="list-style-type: none"> • Benefits includes • Death-equivalent of 5years earnings • Permanent Total Disability –equivalent to 5years earnings • Last/funeral expenses Kes 200,000.00 • Critical illness diagnosed during the period of insurance • Reimbursement of medical expenses –Actual expenses incurred 	Total sum assured Kes 468,772,627.00	

			<ul style="list-style-type: none"> • Critical illness -30% of the death benefit • No accumulation limits or the benefits payment • No limit per person per event or per annum 1.e 100% of benefit are payable in the event of the insured risk arising 		
14	Group Credit Insurance	Indemnity against risk on credit facilities to all staff i.e salary advance, salary in advance, fridge advance	<ul style="list-style-type: none"> • Death in Service • Disability extension • Critical illness 	Kshs 200,000.00	

Note:

- i. The period of cover for all class of risks is valid from 1st July 2020 to 30th June 2023 subject to performance appraisal and Library Devolution effective date.
- ii. Kenya National Library service is under no obligation to award these policies or any other as a package or at the stated percentages

Annex One (1)

NO.	MOTOR REG.NUMBER	MODEL	LOCATION	VALUE
MOTOR VEHICLES				
1.	KBN 082E	Mitsubishi Trooper	HQ	3.3M
2.	KCK 501U	Toyota Hiace	HQ	3.6M
3.	KBW 075V	Mitsubishi Pajero	HQ	2.73M
4.	KBQ 502D	Land Rover Defender	HQ	1.92M
5.	KAN 874U	Isuzu Truck-NHR 55	HQ	0.53M
6.	KCK 944Q	Mitsubishi Pajero	HQ	4.39M
7.	KAW 026Z	Isuzu Truck-FRR	HQ	1.92M
8.	KAW 025Z	Isuzu Truck-FRR	Kisumu	1.04M
9.	KAW 024Z	Isuzu Truck-FRR	Embu	2.34M
10.	KAW 023Z	Isuzu Truck-FRR	Mombasa	1.7M
MOTOR CYCLES				
1.	KAV 978E	Chui Jialing	Thika	Kes 180,000.00
2.	KAV 979E	Chui Jialing	Garrisa	Kes 180,000.00
3.	KAC 778P	Yamaha	Lagam	Kes 45,000.00
4.	KAY 980V	Chui Jialing	Moyale	Kes 224,300.00
5.	KMCB 609U	Chui Jialing	Kithasyu	Kes 55,000.00
6.	KBU 560T	Yamaha YBR	HQ	Kes 228,000.00

FIRM'S REFERENCES (FORM X)**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each 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 Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Months of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: _____

Name and title of signatory; _____

(May be amended as necessary)

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ **Nationality:** _____

Membership in Professional Societies: (Attach Copies of Certificates)

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]. (Attach copies of relevant certificates)

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: _____

TEAM COMPOSITION AND TASK ASSIGNMENTS

Proposed Technical Officers for the assignment

1. Principal Officer

Name	Position	Task

2. Two other Staff

Name	Position	Task

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.

FORM OF TENDER

To: _____ Date _____
Name and address of Knls _____
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 _____ 2020

[Signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

NO	CLASS	COVER	Rate per Unit	Total Premium In Kes
1	Fire and special perils	<ul style="list-style-type: none"> ✦ Fire, lightening, bush fire, full explosion, earthquake (fire shock and volcanic eruption) riot, strike, malicious damage, impact damage and special perils as per the policy. 		
2	Money	<ul style="list-style-type: none"> • Indemnity to insured against loss of money (Money includes cash, negotiable instruments, NHIF stamps, postal orders, cheque (unaddressed and bearer) by any cause occurring during the period of insurance. • Indemnity against loss of or damage to safes, strong room or till containing money by theft or attempted theft 		
3	Burglary	<ul style="list-style-type: none"> ✦ Compensation in respect of loss or damage to property arising from forcible or violent entry and/or exit from owned or leased or donated premises and/or vehicles insured 		
4	Fidelity Guarantee	<ul style="list-style-type: none"> ✦ Indemnity of the insured against loss of money or goods, the property of the insured or for which the insured is legally responsible by the reason of any employee(s) committing any acts of fraud or dishonesty. 		
5	Public Liability	<ul style="list-style-type: none"> ✦ Legal liability in respect to accidental death, bodily injury/illness, loss or damage to property of third parties including legal expenses. 		
6	Electronic Equipment/Computers	<ul style="list-style-type: none"> ✦ Loss, theft or sudden, accidental and unforeseen damage to electronic equipment. 		
7	All Risks	<ul style="list-style-type: none"> ✦ Indemnity against loss or damage to the specified property from any cause 		

8	Group Personal Accident/Work Injury Benefits Act Policy/-(WIBA plus)	<ul style="list-style-type: none"> ✦ Indemnity against knls legal liabilities for accidental bodily injury disablement or death or illness arising out of and in the course of employment during the period of the policy 		
9	Motor insurance Private and Commercial	<ul style="list-style-type: none"> ✦ Indemnity against loss of or damage to moto vehicles and motorcycles and legal liability arising out of staff vehicles owned or operated by knls as per schedule annexed hereof: 		
10	Employers Liability	<ul style="list-style-type: none"> ✦ Legal liability in respect of accident ,death, body injury ,illness ,damage to employee property 		
11	Directors' and Senior Management Liability	<ul style="list-style-type: none"> ✦ Provide indemnity for claims against directors and senior management for their wrongful acts attributable to negligence, error, omissions, commissions in executing their mandate in their official capacity. ✦ Provide cover for personal liability of the Knls Directors and senior officers as individuals and will therefore cover reimbursement in case it has paid claim of a third party and defense costs on behalf of its managers in order to protect them 		
12	Group Life Assurance Cover (All staff)	<ul style="list-style-type: none"> ✦ Provide benefits to employees in the event of death from illness either by natural causes or accidental while in service 		
13	Group Credit Insurance	<ul style="list-style-type: none"> ✦ Indemnity against risk on credit facilities to all staff i.e salary advance, salary in advance, fridge advance 		

Note:

- a. The period of cover for all class of risks is valid from 1st July 2020 to 30th June 2023 subject to performance appraisal and Library Devolution effective date.
- b. Kenya National Library service is under no obligation to award these policies or any other as a package or at the stated percentages

The Tenderer shall provide the following details for each item to be insured

- The broker's underwriter (including Telephone & Box No.)
- Applicable clauses
- Applicable rates (3rd column in price schedule)
- Premium and associated costs (last column in price schedule)
- Excess charges
- Cover extensions
- Cover Exemptions/exclusions

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 Knls invited tenders for the GPA cover 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 Knls to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Knls to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Knls 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

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

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 Knls on the Form; or
2. If the tender, having been notified of the acceptance of its tender by Knls 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 Knls up to the above amount upon receipt of its first written demand, without Knls having to substantiate its demand, provided that in its demand 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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)

NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT

Address of Knls

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

DECLARATION FORM

Each firm within the Consortium shall be required to provide its own separate forms duly filled and signed.

“This Company/firm is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing. The company or its directors have not been debarred from participating in public procurements or ineligible on account of corruption or fraudulent practices.

This Company/Firm has not been involved in any corrupt practices and is not the subject of investigation by THE CLIENT.

The directors/partners of the Company/Firm proposed for the project are qualified to enter into contract with the Client in respect of section 33 of the Public Procurement and Disposal Act 2003.

Finally, the company has the necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured.”

Name:.....

Signature.....

Position.....

Date.....

Stamp.....

Yours sincerely,

_____ *[Authorized Signature]:*

_____ *[Name and Title of Signatory]*

:

_____ *[Name of Firm]*

:

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 PPAD Act, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare 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 connection with

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

LETTER OF ACCEPTANCE

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Contract Data Sheet] for the Contract Price of the equivalent of [amount in numbers and works] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that [insert name proposed by the procuring entity] to be the Adjudicator.

We accept that [name proposed by Tenderer] be appointed as Adjudicator.

Or

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature: _____
Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Form of Contract

LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD AGAINST OR FOR	NAME OF CLIENTNT, CAUSE OF LITIGATION AND MATTER DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT

Authorized Signature: _____

Name and Title of Signatory: _____

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN..... APPLICANT
AND
.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address:
Physical address..... Fax No.....Tel. No.....Email, hereby request the
Public Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely: -

- 1.
- 2

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

- 1.
- 2

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED.....

Board Secretary