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INVITATION FOR TENDER

TENDER NO. KAS/GIBS/07/2020/2021:

PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES

Closing Date and Time:

Wednesday, 6 January 2021, at 10:00 A.M

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SECTION I: INVITATION FOR TENDERS

Date:

TENDER NO. KAS/GIBS/007/2020/2021: PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES.

KASNEB hereby invites Tenderers to submit sealed tenders for the provision of general insurance brokerage services for members of staff and assets on a contractual basis for a period of three (3) years.

Interested Tenderers may obtain further information from and inspect the tender documents at the offices of KASNEB situated in KASNEB Towers, Hospital Road, Upper Hill, NAIROBI during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Interested Bidders may obtain the tender documents from the Supply Chain Management Unit office located at KASNEB Towers, Hospital road, Upper Hill, Nairobi between 8:00 a.m and 4:00 p.m upon payment of a non-refundable fee of shillings one thousand (Sh.1,000) only per tender in form of Cash or Bankers cheque payable to KASNEB. Alternatively, the tender documents may be downloaded from the KASNEB website: www.Kasneb.or.ke or the National Treasury IFMIS portal: supplier.treasury.go.ke at **NO FEE**.

Complete tender documents accompanied by a Tender Security of Shillings two hundred thousand (Sh.200,000) only of the tender sum in the form of a bank guarantee or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) must be enclosed in a plain sealed envelope marked with the tender number and tender name and addressed to:

**Secretary/Chief Executive Officer
KASNEB,
KASNEB Towers, Hospital Road, Upper Hill,
P. O. Box 41362-00100,
NAIROBI.**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY." The tender documents should be deposited in the Tender box placed next to Supply Chain Management Unit Office at KASNEB Towers or be sent to **Secretary/Chief Executive Officer**, so as to reach the Office on or before the closing date and time on **Wednesday, 6 January 2021 at 10:00 a.m.**

Prices shall be quoted in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tenders. The tenders will be opened immediately after the closing date and time on **Wednesday, 6 January 2021 at 10:00 a.m.** at KASNEB Towers. Bidders or bidder representatives are invited (Not Mandatory) to witness the opening taking cognizance of COVID-19 health and safety guidelines.

Yours faithfully

SECRETARY/CHIEF EXECUTIVE OFFICER

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 KASNEB's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and Subtenderers) 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 KASNEB 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 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 KASNEB will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 KASNEB 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 document 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) Premium/Price Schedule
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Underwriters Authorisation Letter
 - (xiii) Anti Corruption Declaration 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 Tenderer making inquiry of the tender documents may notify KASNEB by post, fax or by email at the KASNEB address indicated in the Invitation for tenders. KASNEB 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 KASNEB shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, KASNEB, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, 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 KASNEB, 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 Tenderers 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 2.11.2 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 Tender forms

The Tenderer shall complete the tender form and the appropriate 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. Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11 Tenderers eligibility and qualifications

2.11.1 Pursuant to paragraph 2.1.of this document, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer 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 KASNEB'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 shillings two hundred thousand (Sh.200,000).

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

2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of:

(a) A bank guarantee.

(b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KASNEB 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 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.8 The tender security may be forfeited:

(a) if a Tenderer withdraws its tender during the period of tender validity.

(b) in the case of a successful Tenderer, if the Tenderer fails to:

(i) Sign the contract in accordance with paragraph 2.28 or

(ii) Furnish performance security in accordance with paragraph 2.29.

2.13 Validity of tenders

2.13.1 Tenders shall remain valid for ninety (90) days after the date of tender opening prescribed by KASNEB, pursuant to paragraph 2.18. A tender valid for a shorter period shall be considered non responsive and will be rejected.

2.13.2 In exceptional circumstances, KASNEB 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 may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and signing of the tender

2.14.1 KASNEB shall prepare one copy of the tender. The Tenderer shall submit the tender in two copies. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and marking of tenders

2.15.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to:
**Secretary/Chief Executive Officer
KASNEB,
KASNEB Towers, Hospital Road, Upper Hill,
P. O. Box 41362-00100,
NAIROBI.**
- (b) Bear the tender number and name.

2.15.3 The inner envelope 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, KASNEB 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 deposited in the Tender box placed next to Supply Chain Management Unit Office at KASNEB Towers, or be sent so as to be received at KASNEB Towers on or before the closing date and time on **Wednesday, 6 January 2021 at 10:00 a.m.**
- 2.16.2 KASNEB 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 KASNEB and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit the tender box shall be received by the Supply Chain Management Unit Office.

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 KASNEB 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 e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the tender form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 KASNEB may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 KASNEB shall give prompt notice of the termination to the Tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any Tenderer.

2.18. Opening of Tenders

- 2.18.1 The tenders will be opened immediately after the closing date and time on **Wednesday, 6 January 2021, at 10:00 a.m.** at KASNEB Towers in the presence of Tenderers' representatives who may be present taking cognizance of COVID -19 Protocols.
- 2.18.2 The Tenderers' representatives present shall sign a register evidencing their attendance.

- 2.18.3 The Tenderers names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as at its discretion may consider appropriate, will be announced at the opening.
- 2.18.4 KASNEB 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 KASNEB 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 KASNEB in the 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 KASNEB 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.20.3 KASNEB may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20 KASNEB 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. KASNEB's determination of a tender's responsiveness will 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 and may not subsequently be made responsive by the Tenderer by correction of the non conformity.

2.21 Conversion to single currency

Where other currencies are used, KASNEB 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 KASNEB will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

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

(a) Operational plan proposed in the tender.

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

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

(a) **Operational Plan**

KASNEB 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 KASNEB's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule**

Tenderers shall state their tender price for the payment on the 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. KASNEB 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 KASNEB

2.23.1 Subject to paragraph 2.19 no Tenderer shall contact KASNEB on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a Tenderer to influence the members of staff of KASNEB in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.24 Post-qualification

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

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to paragraph 2.11.2, as well as such other information as KASNEB 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 KASNEB 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 KASNEB 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 the services 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 KASNEB's Right to accept or Reject any or all Tenders

2.26.1 KASNEB 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.

If KASNEB determines that none of the tenders is responsive, KASNEB shall notify each Tenderer who submitted a tender.

2.26.2 KASNEB shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

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

2.27 Notification of Award

2.27.1 Prior to the expiry of the period of tender validity, KASNEB 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 KASNEB pursuant to clause 2.28. 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, KASNEB will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6

2.28 Signing of Contract.

2.28.1 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.

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

2.28.3 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 may be required to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KASNEB.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 KASNEB 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 KASNEB 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the provision of general insurance brokerage 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.

Reference in Instructions to Tenderer	Particulars for Appendix to instructions to Tenderers
2.1	Indicate eligible Tenderers: Only for Companies Licensed by the Insurance Regulatory Authority to provide General Insurance
2.1.3	Qualification Information statement: This shall not be required
2.2.2	Price to be charged for tender documents. Kshs.1,000/= if hard copy is obtained from KASNEB offices Otherwise No fee Charged if downloaded from kasneb WEBSITE or PPIP Portal
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of:- (i) Certificate of Registration under the companies Act (CAP 486) (ii) Copy of valid Registration with the Insurance Regulatory Authority (iii) Certificate of valid Tax Compliance (iv) Must have experience of at least five (5) years (v) Audited Accounts for the last three (3) years (vi) Properly filled and stamped Confidential Business Questionnaire
2.12.1	Particulars of tender security: Shall be valid for an additional ninety (90) days after the expiry of the tender validity period.
2.12.4	Form of Tender Security. The Tender Security shall be in the form of reputable Bank Guarantee or a Guarantee from an Insurance Company approved by the Public Procurement Regulatory Authority (PPRA).
2.13	Validity of Tenders: Tenders shall remain valid for ninety (90) days after the date of opening.
2.16.1	Deadline for Submission of Tenders: Wednesday, 6 January 2021, at 10:00 a.m.
2.16.3	Bulky Tenders that will not fit in the tender box shall be delivered to the Supply Chain Management Unit Office and will be signed for if required.
2.18.1	Date and Time for Tender closing: Wednesday, 6 January 2021, at 10:00 a.m.
2.18.1	Date and Time for Tender Opening: Wednesday, 6 January 2021, at 10:00 a.m.

2.22	<p>Evaluation and Comparison of Tenders: The proposals will be evaluated in three stages as follows:</p> <p>(1) Stage One: Mandatory Requirements The Brokerage firm must provide the following documents:</p> <ul style="list-style-type: none"> (a) Certificate of Registration/Incorporation. (b) Copy PIN Certificate. (c) Valid Tax Compliance Certificate from Kenya Revenue Authority. (d) Must have experience of at least five (5) years (Attach evidence). (e) Audited financial statements for the last three (3) years. (f) Valid registration license/certificate from Association of Kenya Insurance (AKI) / Association of Insurance Brokers (AIB). (g) Letters of Recommendation from at least five of your major clients <p>Failure to submit copies of any of the above listed mandatory requirements shall lead to a firm being declared as non-responsive, hence shall not qualify to proceed for any further evaluation.</p>
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No.	Criteria	Sub-Criteria	Max Scores
1	Firms experience in insurance brokerage business <i>(Attach documentary evidence Copy of Contract/LPO/LSO/Recommendation Letters duly signed or their equivalent)</i>	(a) No of years during which firm has offered insurance brokerage business in the last 5 years. (i) 1 yr-2 marks (ii) 2 yrs-4 marks (iii) 3 yrs-6 marks (iv) 4-yrs-8 marks (v) 5-yrs-10 marks (b) Five major clients excluding (Kasneb) to whom the firm has offered insurance brokerage services in the last three (3) years' worth at least 100 million of premiums in general insurance. (i) 1 firm-2 marks (ii) 2 firms-4 marks (iii) 3 firms-6 marks (iv) 4 firms-8 marks (v) 5 firms -10 marks NB: Must attach evidence	20
2	Firm's financial capacity	(a) 3 Years' copies of audited accounts – (5 marks) (b) Average value of insurance brokerage business handled in the last 2 years (i) Over Sh. 100,000,000 (20 marks) (ii) Up to Sh. 70,000,000 (15 marks) (iii) Below Sh. 50,000,000 (10 marks)	25

3	Qualifications of key staff (Attach copies of both professional and/or academic certificates and CV's)	<p>(a) For the Lead Consultant/Team Leader: Academic background in insurance with a minimum of Master's degree qualification and a minimum of five (5) years' experience in undertaking similar consultancies with a demonstrable level of acceptance of the results. - (10 marks)</p> <p>(b) For support personnel: At least five (5) at senior level and at least fifteen (15) at operational level with a wide and reliable network of branches in the country - (10 marks)</p>	20
4	Adequacy of the proposed methodology and work plan to provide the general insurance brokerage services.	<p>The bidder must provide a detailed work plan and delivery methodology outlining the following:</p> <p>(i) Response to inquiries – (5 marks)</p> <p>(ii) Additional benefits to premiums for new acquisitions – (5 marks)</p> <p>(iii) Claims handling procedures and documentation – (5 marks)</p> <p>(iv) Turnaround time for claim settlement- (5 marks)</p>	20
5	Provided a duly signed and stamped Anti-corruption Declaration statement.		5
6	Completed Confidential Business Questionnaire.		5
7	A valid certification from the National Treasury for the entities owned by youth, women and persons with disabilities.		5
Total Scores			100
To qualify Only brokerage firms that score at least 70% in the technical evaluation will proceed to the financial evaluation of their preferred underwriter.			
(3) Stage Three: Financial Evaluation			
	<ul style="list-style-type: none"> The financial evaluation and final ranking of the bids will take into consideration the scope of the cover, premium, the policy excess amounts (if any), exclusion clauses and other pertinent terms and conditions of tender. The Evaluation Committee will determine whether the financial proposals are complete. The Quality Cost Based (QCB) Method of evaluation shall be used to determine the lowest evaluated bidder. The cost of items not priced shall be assumed to be included in other costs in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail. The financial evaluation section will account for 30% of the total marks. 		
2.25	Award of Contract: The Contract will be awarded: PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES		
2.29	Particulars of performance security if applicable: 10% of the Tender Sum		

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (i) **“The contract”** means the agreement entered into between KASNEB 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.
- (ii) **“The contract price”** means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- (iii) **“The services”** means all of services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to KASNEB under the Contract.
- (iv) **“The Tenderer”** means the individual or firm supplying the goods under this contract
- (v) **“The GCC”** means the General Conditions of Contract contained in this section
- (vi) **“The SCC”** means the Special Conditions of Contract
- (vii) **“Day”** means calendar day

3.2 Application

These general conditions shall apply in all contracts made by KASNEB for the procurement of goods and services.

3.3 Standards

The services provided under this contract shall conform to the standards mentioned in the specifications.

3.4 Use of contract documents and information

- 3.4.1 The Tenderer shall not, without KASNEB’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 KASNEB in connection therewith, to any person other than a person employed by the Tenderer in the performance of the contract.
- 3.4.2 The Tenderer shall not, without KASNEB’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 2.3.1 shall remain the property of KASNEB and shall be returned (all copies) to KASNEB on completion of the Tenderer’s performance under the contract if so required by KASNEB.

3.5 Patent rights

3.5.1 The Tenderer shall indemnify KASNEB against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by KASNEB.

3.6 Performance security

3.6.1 Within fourteen (14) days of receipt of the notification of contract award, the successful Tenderer shall furnish to KASNEB the performance security of 10% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to KASNEB.

3.6.2 The proceeds of the performance security shall be payable to KASNEB as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the contract and shall be in the form of:

- (a) A bank guarantee.
- (b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA).

3.6.4 The performance security will be discharged by KASNEB and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the contract, including any warranty obligations, under the contract.

3.7. Delivery of services and documents

Delivery of the services shall be made by the Tenderer in accordance with the terms specified by KASNEB 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 Tenderer under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by KASNEB, but in no case later than thirty (30) days after submission of a valid invoice or claim by the Tenderer.

3.9 Prices

3.9.1 Prices charged by the Tenderer 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 KASNEB's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written consent 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 the limits of the original contract price specified in the PPAD Act No.33 of 2015.
- 3.9.4 Price variation requests shall be processed by KASNEB within thirty (30) days or within the agreed reasonable time after receiving the request.

3.10 Assignment

The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KASNEB's prior written consent.

3.11 Termination for default

- 3.11.1 KASNEB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderer, terminate this contract in whole or in part:
- (a) If the Tenderer fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KASNEB.
 - (b) If the Tenderer fails to deliver the services of the specified quality.
 - (c) If the Tenderer fails to perform any other obligation(s) under the contract.
 - (d) If the Tenderer, in the judgment of KASNEB, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.11.2 In the event KASNEB terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Tenderer shall pay KASNEB for any excess costs for such similar services. However, the Tenderer shall continue performance of the contract to extent not terminated.

3.13 Termination for Convenience

- 3.13.1 KASNEB by written notice sent to the Tenderer, 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 Tenderer 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 KASNEB may elect to cancel the services and pay to the Tenderer an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 KASNEB and the Tenderer shall make every effort to resolve any disagreement or disputes arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms.

3.15 Governing Language

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

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

3.1.7 Force Majeure

The Tenderer 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.

3.1.8 Notices

3.8.1 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 or Hand Delivery and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

Reference in general conditions of contract	Special condition of contract
3.6 Performance security	10% of tender sum submitted within twenty-one (21) days upon notification of award.
3.7 Delivery of Services and documents	<ul style="list-style-type: none"> • For a Contract period of three (3) years Subject to annual performance appraisal and mutual expressed agreement between KASNEB and the contracted service provider. • Insurance Brokerage Firms shall be required to submit premium quotation from one reputable underwriter of best choice.
3.8 Payment	The premium shall be paid annually or quarterly (or any other mutually agreed timelines) basis upon submission of valid policy documents and signing of the contract.
3.9 Prices	No price adjustments allowed. However, the policy should be able to provide for additional requirements.
3.16 Applicable law	Laws of Kenya
3.18 Notices	<p>All notices by the Tenderer should be sent to:</p> <p>Secretary/Chief Executive Officer KASNEB KASNEB Towers, Hospital Road, Upper Hill P. O. Box 41362-00100 NAIROBI</p>

Please note that: The pages of the Tender Document submitted by the Tenderer **MUST** be serialised/numbered.

SECTION V: SCHEDULE OF REQUIREMENTS

5.1: Value of risk

POLICY	RISK INSURED	Estimated value in Sh.
WIBA Plus GPA	Level 1	
	Death:	Eight years' earnings
	Permanent total disability	Percentage of disability X Eight years' earnings current earnings 5,520,000
	Temporary Total disability	Actual weekly earnings to a maximum of 104 weeks
	Medical expenses	Limited to 500,000
	Last expense	100,000
	Occupational diseases	4,000,000
	Level 2-3	
	Death	Eight years' earnings
	Permanent total disability	Percentage of disability X Eight years earning current earnings 32,199,600
	Temporary Total disability	Actual weekly earnings to a maximum of 104 weeks
	Medical expenses	Limited to 400,000
	Last expense	100,000
	Occupational diseases	4,000,000
	Level 4-6	
	Death:	Eight years' earnings
	Permanent total disability	Percentage of disability X Eight years' earnings current earnings 71,581,560
	Temporary Total disability	Actual weekly earnings to a maximum of 104 weeks
Medical expenses	Limited to 350,000	
Last expense	100,000	
Occupational diseases	4,000,000	

	<p>Level 7-9</p> <p>Death:</p> <p>Permanent total disability</p> <p>Temporary Total disability</p> <p>Medical expenses</p> <p>Last expense</p> <p>Occupational diseases</p>	<p>Eight years' earnings</p> <p>Percentage of disability X Eight years' earnings current earnings 47,091,600</p> <p>Actual weekly earnings to a maximum of 104 weeks</p> <p>Limited to 300,000</p> <p>100,000</p> <p>4,000,000</p>
	<p>Level 10-11</p> <p>Death:</p> <p>Permanent total disability</p> <p>Temporary Total disability (TTD)</p> <p>Medical expenses</p> <p>Last expense</p> <p>Occupational diseases</p>	<p>Eight years' earnings</p> <p>Percentage of disability X Eight years' earnings current earnings 7,982,400</p> <p>Actual weekly earnings to a maximum of 104 weeks</p> <p>Limited to 250,000</p> <p>100,000</p> <p>4,000,000</p>
Employers Liability	<p>Accidents arising out of the general course of employment.</p> <ul style="list-style-type: none"> • Expenses of Litigation • Claimants cost • Legal liability under common law for damages 	<p>40% of WIBA Plus premium –</p> <p>Any one person- 8,000,000</p> <p>Any one event- 25,000,000</p> <p>Any one Year - 50,000,000</p>

POLICY	RISK INSURED	Estimated value in Sh.
Fire and special perils Insurance – kansab Towers I	Loss or damage by fire, lightning, explosion earthquake, riots, strikes malicious damage and special perils to Kasneb assets. Damage to property includes building, lifts, generators, furniture fixtures and fittings, and other office equipment	259,801,636
Fire and special perils Insurance – kansab Towers II	Loss or damage by fire, lightning, explosion earthquake, riots, strikes malicious damage and special perils to Kasneb assets. Damage to property includes building, lifts, generators, furniture fixtures and fittings	959,466,288
Plate Glass kansab Towers I	In the event of breakage of any glass in the premises	2,535,510
Plate Glass kansab Towers II	In the event of breakage of any glass in the premises	48,982,145
All risks	If any part of the property belonging to Kasneb shall be damaged or destroyed ,computers, laptops Ipad tablets, cameras, mobile phones and other related portable items and the switchboard	44,826,993
Burglary – kansab Towers I	If any part of the property shall be lost as a result of burglary or break in or following assault or violence or threat thereof to Kasneb or any employee of Kasneb. furniture, equipment, fixtures and fittings, machinery, books and papers, generators and lifts	23,443,808

POLICY	RISK INSURED	Estimated value in Sh.
Burglary Kasneb Towers II	If any part of the property shall be lost as a result of burglary or break in or following assault or violence or threat thereof to Kasneb or any employee of Kasneb. Kitchen LPG, Sauna, ICT-PABX, Security installations, generator, furniture, equipment fixtures and fittings , and ventilation, AC, Chute and lifts	161,259,099
Public liability – Kasneb Towers I	Public Liability: (a) Any awards of damage given to a member of the public because of an injury or damage to their property caused by Kasneb. (b) Any related legal fee, cost, expenses, and hospital treatment including ambulance cost. (c) All legal and medical cost (Any potential compensation payout including ongoing disability payment costs).	General liability claims Any one claim -1,500,000 Any one period-unlimited -All legal and medical costs Any one claim-100,000,000 Any one period- 100,000,000
Public liability– Kasneb Towers II	Public Liability: (a) Any awards of damage given to a member of the public because of an injury or damage to their property caused by Kasneb. (b) Any related legal fee, cost, expenses, and hospital treatment including ambulance cost. (c) All legal and medical cost (Any potential compensation payout including ongoing disability payment costs).	General liability claims Any one claim -1,500,000 Any one period-unlimited -All legal and medical costs Any one claim-100,000,000 Any one period- 100,000,000

Motor: Private	Description	Car Value Sh.	W/Screen Value Sh.	R/C/CD Value Sh.
	KCP 926K-Toyota Landcruiser Prado	8,760,000	150,000	100,000
	KAW 583Z-Mitsubishi Pajero V31	750,000	30,000	20,000
	KAW 584Z- Toyota Landcruiser Prado	1,580,000	80,000	40,000
	KBL 338G- Volkswagen Passat	1,300,000	40,000	20,000
	KBW 723V- Ford Ranger	2,020,000	40,000	20,000
	KCE 807D-Subaru Forester S15	3,200,000	80,000	20,000
Motor: Commercial	KBN 717E-Isuzu NQR66	1,880,000	40,000	20,000
	KBB 180S-Toyota TRH203 (Van)	1,180,000	30,000	20,000
Fidelity	Fidelity guarantee Any loss caused by an act of: (i) Forgery. (ii) Embezzlement. (iii) Larceny. (iv) Fraudulent conversions of money or stock in trade belonging to Kasneb or held in trust by the insured committed by the employees in connection with their employment.			6,400,000

Please note that:

Bidders shall be required to state any applicable exclusions.

5.2 Submission of proposal

The proposal should provide the following:

- 5.2.1 Full details of the firm, nature of business, when the firm was incorporated, key staff members and their qualifications and the physical address of the firm.
- 5.2.2 Full details of five (5) similar assignments undertaken in insurance brokerage services with a proven track record in public organizations for the past 5 years.
- 5.2.3 References from five (5) public institutions that the firm has served.
- 5.2.4 Documentary evidence that the firm is registered with Insurance Regulatory Authority (IRA) for the current year.
- 5.2.5 Documentary evidence that the firm is currently a certified member of the Association of Kenya Insurers (AKI).
- 5.2.6 Documentary evidence that the firm has paid up claims in the last three (3) years.
- 5.2.7 Copies of PIN and VAT certificates.
- 5.2.8 Valid Tax Compliance Certificate from Kenya Revenue Authority.
- 5.2.9 Certificate of Registration/Incorporation.
- 5.2.10 Audited Accounts for the last three (3) years.
- 5.2.11 Complete the Confidential Business Questionnaire.
- 5.2.12 A work plan and methodology describing briefly how they will implement the contract if awarded.

SECTION VI: DETAILS OF THE GENERAL INSURANCE BROKERAGE SERVICES

6.1 Objective of the Request for Proposal

- (i) The objective of the Request for Proposal is to identify a suitable general insurance brokerage firm with specialised knowledge, experience and qualified personnel capable of providing brokerage services for insurance to Kasneb to ensure that members of staff and assets are adequately insured; on a contractual basis for a period of three (3) years subject to an annual performance appraisal.
- (ii) Insurance Brokerage Firms will be required to submit premium quotation from one reputable underwriter of best choice.

6.2 Specific objectives (Provision of insurance for the following)

- (i) WIBA Plus (GPA)
- (ii) Employers Liability
- (iii) Fire - Building on LR.No.209/522/1, Generators, Furniture, Fixtures and Fittings, Equipment, Machinery, Books and Papers.
- (iv) Fidelity guarantee.
- (v) Plate Glass
- (vi) All risks-ICT equipment, switchboard, mobile phones and tablets.
- (vii) Burglary-Furniture, Equipment, Fixtures and Fittings, Machinery, Generators, Books and Papers.
- (viii) Public Liability: one event, one claim, one period.
- (ix) Motor vehicle.

Note: The following policies to be inclusive of cover against Terrorism

1. Buildings
2. Furniture, Fixtures and Fittings.
3. Lifts.
4. Standby Generators.
5. Desktop Computers, Laptops, Tablets, UPSs

SECTION VII: STANDARD FORMS

Notes on the standard Forms

- 7.1 **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.
- 7.2 **Premium Schedule Form** - The premium schedule form must similarly be completed, signed, stamped and submitted with the tender.
- 7.3 **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.
- 7.4 **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.
- 7.5 **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.
- 7.6 **Performance security Form** - The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 7.7 **Letter of Notification of Award** – The letter shall be written to the successful bidder.
- 7.8 **Underwriter’s Authorisation Letter** – The letter should be written, stamped and submitted.
- 7.9 **Anti-Corruption Declaration Form** – The form should be duly filled, stamped and submitted.

8. **FORM OF TENDER**

Date: ----- 2020
Tender No. KAS/GIBS/007/2020/2021
Provision of General Insurance Brokerage Services

To: **Secretary/Chief Executive Officer**
KASNEB
KASNEB Towers, Hospital Road, Upper Hill
P. O. Box 41362-00100
NAIROBI.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for in conformity with the said tender documents for the sum of shillings.....per year.....or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to provide the services of provision of general insurance services in accordance with the delivery schedule specified in the Schedule of Requirements and details of the services to be sourced and monitored by the medical administrator.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the contract price for the due performance of the contract in the format prescribed by KASNEB.

We agree to abide by this tender for a period of one hundred and twenty (120) 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the contract by the parties.

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 authorised to sign tender for and on behalf of _____

9. PREMIUMS/PRICE SCHEDULE

No.	Type of Insurance Cover/Policy	Premium charged per year inclusive of all applicable costs and taxes. (Shs.)	The Recommended Underwriter
1	Group Personal Accident and Workmen Injury Benefit as per (WIBA).		
2	Employers Liability.		
3	Fire and Special Perils Insurance: Kasneb Towers I Building		
4	Fire and Special Perils Insurance: New Kasneb Towers II Building		
5	Plate Glass - Kasneb Towers I Building		
6	Plate Glass - New Kasneb Towers II Building		
7	All risks		
8	Burglary - Kasneb Towers I Building		
9	Burglary - New Kasneb Towers II Building		
10	Public Liability: Kasneb Towers I Building		
11	Public Liability: New Kasneb Towers II Building		
12	Motor Vehicles.		
	KCP 926K-Toyota Landcruiser Prado		
	KAW 583Z-Mitsubishi Pajero V31		
	KAW 584Z- Toyota Landcruiser Prado		
	KBL 338G- Volkswagen Passat		
	KBW 723V- Ford Ranger		
	KCE 807D-Subaru Forester S15		
	KBN 717E-Isuzu NQR66		
	KBB 180S-Toyota TRH203 (Van)		
Grand Total Premium (Sh.)			
Grand Total Premium in words Kenya Shillings Inclusive of all applicable taxes and costs:			

Name of authorised signatory:.....

Title:..... **Signature:**.....

Date:..... **Telephone Contacts:**.....

Email Address:..... **ID Number**..... **PIN**

Official stamp of the organisation:.....

10. CONTRACT FORM

THIS AGREEMENT is made the _____ day of _____ 2020 between KASNEB of P. O. Box 41362-00100 NAIROBI of the one part and _____ (name of Tenderer) of P. O. Box _____ (City and country of Tenderer) hereinafter called "the Tenderer") of the other part;

WHEREAS KASNEB invited tenders for Provision of _____ and has accepted a tender by the Tenderer for the provision of the services in the sum of: _____

Total Premium Amount (Sh.) per year (Contract price in words and figures) (Hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH 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	(e) The General conditions of contract
(b) Premiums Schedule	(f) The Special conditions of contract
(c) Schedule of requirements	(g) KASNEB's Notification of award
(d) Details of Insurance Cover	
3. In consideration of the payments to be made by KASNEB to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with KASNEB to provide the General Insurance Brokerage Services and to remedy defects therein in conformity in all respects with the provisions of the contract
4. KASNEB hereby covenants to pay the Tenderer in consideration of the provisions 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:

For KASNEB

Signature: _____

Name: _____

Date: _____

In the presence of:

Signature: _____

Name: _____

Date: _____

For Tenderer

Signature: _____

Name: _____

Date: _____

In the presence of:

Signature: _____

Name: _____

Date: _____

11. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are required to give the particulars indicated in part 1 and either 2(a), 2(b) or 2(c) whichever applies to your type of business.

A Tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No.----- Street/Road----- Postal Address-----

Tel.No----- Email Address ----- Nature of Business-----

Current Trade Licence No.-----Expiry date-----

PIN No. ----- VAT No.-----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh. -----

Name of your bankers----- Branch-----

Part 2 (a) – Sole Proprietors

Your name in full-----

Nationality; (State whether Kenyan or Non Kenyan) -----

Part 2 (b) – Partnership:

Give names of partners as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----

Part 2 (c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality	Shares
1.-----	-----	-----	-----
2 -----	-----	-----	-----
3 -----	-----	-----	-----
4 -----	-----	-----	-----

Signed ----- Date -----

(Authorised signatory of the firm)

12. **TENDER SECURITY FORM**

Whereas _____ (name of the Tenderer) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for the provision of _____ KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”), are bound unto KASNEB in the sum of _____ for which payment well and truly to be made to the said KASNEB, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of this obligation are:-

1. If the Tenderer withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by KASNEB during the period of tender validity fails or refuses to execute the Contract or fails or refuses to furnish the performance security in accordance with the Instructions to Tenderers;

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

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 date.

(Seal and signature of the bank)

(Amend accordingly if provided by Insurance Company)

13. **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.....of
...20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....
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

14. **LETTER OF NOTIFICATION OF AWARD**

Secretary/Chief Executive Officer
KASNEB
KASNEB Towers, Hospital Road,
Upper Hill
P. O. Box 41362-00100
NAIROBI

To: _____

RE: Tender No: _____

Tender Name: _____

This is to notify that the contract 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)

FOR: SECRETARY/CHIEF EXECUTIVE OFFICER

15. **UNDERWRITER'S AUTHORISATION LETTER**

We the undersigned,.....(name of Insurance Company), hereby authorise.....(name of the tenderer) to transact on the following business on our behalf:.....
(list of business)

This authorisation letter is valid for the period (to indicate validity of the letter and any other conditionality).

Please note that prospective clients are at liberty to contact us directly on the contents of this letter.

.....

(Signed and sealed by an authorised officer of the underwriter).

Date:

16. **ANTI-CORRUPTION DECLARATION FORM**

Date.....

To:

.....

.....

The tenderer i.e. (name and address).....

.....declare the following:

that the firm;

- (a) Has not been debarred from participating in public procurement.
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....

.....

.....

Title

Signature

Date

(To be signed by authorised representative and officially stamped)