



**TENDER FOR PROVISION OF GENERAL INSURANCE  
BROKERAGE SERVICES**

**TENDER NO. KRC/PLM/008/2017- 2018**

**CLOSING DATE: TUESDAY SEPTEMBER 12, 2017  
CLOSING TIME: 10.00AM**

**The Managing Director  
Kenya Railways  
P.O. Box 30121-00100  
NAIROBI, KENYA.**

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## **INTRODUCTION**

Kenya Railways Corporation (KRC) is a State Corporation established under the Kenya Railways Corporation Act (cap 397) of the Laws of Kenya.

Following concession of freight and passenger transport services to Rift Valley Railways in November 2006, the corporation is now concentrating on its new mandate which includes;

1. Management of the Concession
2. Management of the Non-Conceded Assets
3. Promotion, facilitation and participation in national and metropolitan railway development.
4. Management of the Railway Training Institute.

Kenya Railways Corporation now invites tenders from competent Insurance Brokers for provision of Insurance Brokerage Services for various Insurance Policies for staff and assets.

**SECTION I - INVITATION FOR TENDERS**



**TENDER NO. KRC/PLM/008/2017-2018**

To: \_\_\_\_\_ (Name and Address of Bidder)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TENDER NAME: PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES**

The Kenya Railways (KR) invites sealed bids for the following Services: **Tender for Provision of General Insurance Brokerage Services**

1. The request for Tender Document Consists of following documents:
  - Section I - Letter of invitation
  - Section II - Instruction to Tenderers
  - Appendix to instruction to tenderers
  - Section III - General Conditions of Contract
  - Section IV - Special Conditions of Contract
  - Section V - Schedule of Requirement
  - Section VI - Standard Forms
2. Interested candidates may obtain further information and inspect tender documents at The Procurement Manager Office, 1<sup>st</sup> Floor of the Kenya Railways Headquarters during normal working hours.

Contact address:  
The Procurement Manager,  
Kenya Railways Headquarters,  
Haile Selassie Avenue  
Procurement Office on the first floor  
**NAIROBI.**

P. O. Box 30121 00100, NAIROBI  
Tel: +254-20 - 2215211, 2215796, 0728603581, 0728603582,  
077044612/4

**E-MAIL: [procure@krc.co.ke](mailto:procure@krc.co.ke)**

**WEBSITE: [www.krc.co.ke](http://www.krc.co.ke) and [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)**

3. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs 1,000/-** in cash or Bankers Cheque payable to Kenya Railways for hard copy. Downloaded or soft copies of tender document will be free of charge.
4. Bidders who download the document from KRC Website **MUST** register their interest immediately by sending an email to [procure@krc.co.ke](mailto:procure@krc.co.ke) stating their names, email, postal and telephone address.
5. Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
6. The tender must be accompanied by a security in the form of the amount specified in the Tender Document
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at The Procurement Manager, 1st Floor of the Kenya Railways Headquarters so as to be received on or before **Tuesday September 12, 2017 at 10.00 am.**
8. Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the ***Conference Room on the 1<sup>st</sup> Floor, Kenya Railways Headquarters, Workshop Road, Nairobi.***
9. No bids other than the printed bids submitted as per paragraph 7 above shall be considered for evaluation.

**L Njoroge**  
**Procurement Manager**  
**FOR: MANAGING DIRECTOR**

## 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of Tender Document**

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

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

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

## **2.4 Clarification of Tender Documents**

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



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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring

entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

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

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

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

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

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

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

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or

- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

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

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

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

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

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

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

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

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

TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE (**Tuesday 12<sup>th</sup> September, 2017 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, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (**Tuesday 12<sup>th</sup> September, 2017 at 10:00 AM**).

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

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

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

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

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (**Tuesday 12<sup>th</sup> September, 2017 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 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

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

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

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

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

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

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

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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



schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

### **2.23. Contacting the Procuring entity**

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

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

### **2.24 Post-qualification**

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

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

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

### **2.25 Award Criteria**

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

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The contract will be definitive upon its signature by the two parties.
- 2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

- 2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.
- 2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in

which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

### **2.30 Corrupt or Fraudulent Practices**

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

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

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

# **Appendix to Instructions to Tenderers**

## **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity 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. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procurig 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.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Indicate eligible tenderers</i>
2.15.2 (b)	<b>Tuesday 12<sup>th</sup> September, 2017 at 10:00 AM</b>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

*(Complete as necessary)*

## APPENDIX 1 – QUALIFICATION AND EXPERIENCE OF KEY STAFF FOR THE ASSIGNMENT

**Table 2.1 Detailed Qualifications and Experience of Key Staff for This Assignment**

<b>Responsibility</b>	<b>Experience</b>	<b>Qualification</b>
1. Insurance/ Actuarial Expert (Team Leader)	<p>i) The Experts should provide details of assignments in the last 5 years which demonstrate ability to provide services in underwriting, claim management, negotiation of ex-gratia claims,</p> <p>ii) The Expert should describe the nature of the assignment, the role of the expert in the undertaking of the project and the nature and duration of the assignment</p>	<p>Bachelor Degree in Business/commerce with specialisation in Insurance/Actuarial Science</p> <ul style="list-style-type: none"> <li>• Should demonstrate experience in management of Insurance brokerage firms</li> <li>• Demonstrate understanding in insurance underwriting in general insurance Business</li> <li>• Demonstrate understanding in claims processing and management</li> <li>• In addition the team Leader must be a holder of ACII Qualification</li> </ul>
2. Deputy Team Leader (Management Staff)	<p>(i)The Experts should provide details of assignments in the last 5 years which demonstrate ability to deputize the team leader in underwriting, claims processing and negotiations with underwriters on ex-gratia claims</p> <p>ii) The Expert should describe the nature of the assignment, the</p>	<p>Bachelor Degree in Business/commerce with specialisation in Insurance/Actuarial Science</p> <ul style="list-style-type: none"> <li>• Should demonstrate experience in management of Insurance brokerage firms</li> <li>• Demonstrate understanding in insurance underwriting in general insurance Business</li> </ul>

	role of the expert in the undertaking of the project and the nature and duration of the assignment.	<ul style="list-style-type: none"> <li>• Demonstrate understanding in claims processing and management</li> </ul>
3. Two support Staff	The staff should provide experience in the last 3 years which demonstrate ability to offer basic insurance underwriting and claim processing	Diploma in Insurance <ul style="list-style-type: none"> <li>• Should demonstrate understanding of insurance business documentation, basic underwriting and claim processing documentation</li> </ul>

**NOTE:**

Bidders **Must** attach and submit the following in the tender document;

1. CV for all Key Staff Listed – CV's must be signed by the proposed staff.
2. Bidders must attach all Academic and Professional Certificates for Key Staff proposed for this assignment.
3. Current Practicing Licence from the relevant Professional Bodies for the Key Staff



## APPENDIX 2 - EVALUATION CRITERIA

KRC shall evaluate the tenders on the basis of their responsiveness to the requirements set out below;

### **Table 2.2 Mandatory and Eligibility Evaluation Criteria**

The bidder firm Must provide the details and documents required from the bidding firm together with those from the proposed underwriter as follows;

<b>A. MANDATORY REQUIREMENT FOR INSURANCE BROKER</b>		
	<b>REQUIREMENT</b>	<b>COMPLIED</b>
1	Registration under the Companies Act Cap. 486 (The Insurance broker must have been in existence for not less than 5 years) Copy of Valid Certificate of Incorporation / Registration. This should include change of particulars where applicable.	Mandatory
2	Copy of a Valid Tax compliance Certificate	Mandatory
3	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm ( Confidential Business Questionnaire filled and signed accompanied by CR12 document)	Mandatory
4	Certified Audited Accounts for the last 3 consecutive years, (2014 ,2015, 2016)	Mandatory
5	Provide a current NSSF Compliance Certificate and returns for the last three consecutive months	Mandatory
6	Current NHIF Compliance Certificate and returns for the last three consecutive months	Mandatory
7	Registration as an Insurance Broker with the IRA for the last 3 years inclusive of 2014 (As a proof attach a certified copy of current IRA Registration Certificate)	Mandatory
8	Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted	Mandatory
9	Must be a registered member of the Association of Insurance Brokers of Kenya (AIBK) for the last three years. (Provide Current Membership Document /Certified copy of license)	Mandatory
10	Provide Tender Security Kshs 350,000.00 from a Recognized Bank Registered in Kenya or PPRA approved Insurance Firms valid for 120 days from the date of tender opening	Mandatory
11	Must have a Professional Indemnity Insurance Cover from a reputable insurance company of at least Kshs.50 Million annual limit. A Copy of the current policy must be attached.	Mandatory
12	Provide a Company Profile clearly detailing the management structure.	Mandatory

13	Litigation History in format provided must be filled and signed	Mandatory
14	Declarations (Must be duly filled and signed)	Mandatory
<b>B. MANDATORY REQUIREMENT FOR PROPOSED INSURANCE UNDERWRITER</b>		
	<b>REQUIREMENT</b>	<b>COMPLIED</b>
1	Registration under the Companies Act Cap. 486 (The Insurance Underwriter must have been in existence for not less than 5 years) Copy of Valid Certificate of Incorporation / Registration. This should include change of particulars where applicable.	Mandatory
2	Copy of a Valid Tax compliance Certificate	Mandatory
3	Must provide a Contact address: Physical, Postal, Telephone and Email address of the Firm ( Confidential Business Questionnaire filled and signed accompanied by CR12 document)	Mandatory
4	Certified Audited Accounts for the last 3 consecutive years, (2014 ,2015, 2016)	Mandatory
5	Registration as an Insurance Underwriter with the IRA for the last 3 years inclusive of 2014 (As a proof attach a certified copy of current IRA Registration Certificate)	Mandatory
6	Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted	Mandatory
7	Must be a registered member of the Association of Insurance Brokers of Kenya (AIBK) for the last three years. (Provide Current Membership Document /Certified copy of license)	Mandatory
8	Provide evidence of a Gross Premium per year of over Kshs. 500 Million non-motor business; on General Insurance (Over the last two years)	Mandatory
9	Provide an Underwriters Authorization Form	Mandatory
10	Provide a Company Profile clearly detailing the management structure.	Mandatory
11	Litigation History in format provided must be filled and signed	Mandatory
12	Declarations (Must be duly filled and signed)	Mandatory
14	<b>Bidders Must have set of their documents paginated (Serialized) to ensure compliance with section 78(5) of Public procurement and Assets Disposal Act, 2015. (From the first page In format 1,2,3,4.....to the last page)</b>	Mandatory

**Only Bidders who meets all the Mandatory and Eligibility evaluation requirement will proceed to the next stage of evaluations; Technical Evaluation stage**

**Table 2.3 Technical Evaluation Criteria**

<b>A. TECHNICAL EVALUATION</b>		
1	<p><b>Specific experience of the firm</b></p> <p>i) The firm must demonstrate experience in carrying Insurance brokerage services and should provide at least <b>Five (5)</b> reference sites where they have undertaken similar assignments in public and private sector. At least <b>five (5)</b> of the listed assignments must have been carried out in the last three <b>(3) years</b>.</p> <p>Bidders must attach copies of contracts and reference letters for each assignment listed.</p>	25 Marks
2.	<p><b>Proposed Work Plan and Methodology for Claim Settlement</b></p> <p>a. <b>Methodology and work plan for claim settlement.</b> The broker must illustrate the methodology and work plan that will be used to carry out the assignment and indicate the proposed claims turn around period as more particularly described in the scope of services.</p> <p>b. <b>Risk Management Capacity</b> - The broker shall indicate their risk management capacity. The broker shall also illustrate the methodology to be used to carry out loss surveys and recommendations noting the viability of the recommendations with regard to time and cost.</p> <p>c. <b>Proposed cover value additions</b> e.g.</p> <ul style="list-style-type: none"> <li>i. Claim turnaround period</li> <li>ii. Payment of large claims</li> <li>iii. Capacity to negotiate ex-gratia claims</li> </ul> <p>The broker <b>Must</b> propose claim turnaround period.</p> <p>d. <b>Information Management &amp; Technology Systems</b> in place e.g. on line claims reporting/acknowledgement/claim status.</p>	20 Marks  5 Marks  5 Marks  10 Marks

	e. Client claim reporting period.	5 Marks												
3	<p><b>Qualification of Key Personnel and Experience</b></p> <p>a. The bidder must Propose a team of Five (5) staff to handle this assignment <b>(format is annexed)</b></p> <p>b. For the proposed staff above the bidder Must provide evidence of professional, technical Training and Experience of Bidders staff;</p> <p>c. As evidence of relevant training, the bidder Must provide CVs, Academic, professional and practicing license of all the Key technical staff who will be engaged in the assignment in format provided in the tender document</p> <p>d. The CVs must be in the format provided in the tender document and signed by the proposed professional staff and the authorized representative submitting the proposal.</p> <p>i. Current Practicing Licence from the relevant Professional Bodies for the Key Staff</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Qualification</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification</td> <td>9</td> </tr> <tr> <td>2 Deputy Team Leader (Management Staff)</td> <td>Degree - Insurance/Actuarial Science  Diploma in Insurance ( 5 Marks for each expert)</td> <td>10</td> </tr> <tr> <td>Two non Management Staff</td> <td>Diploma in Insurance (3 Marks for each expert)</td> <td>6</td> </tr> </tbody> </table>	Position	Qualification	Marks	Team Leader	Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification	9	2 Deputy Team Leader (Management Staff)	Degree - Insurance/Actuarial Science  Diploma in Insurance ( 5 Marks for each expert)	10	Two non Management Staff	Diploma in Insurance (3 Marks for each expert)	6	25 Marks
Position	Qualification	Marks												
Team Leader	Degree in Insurance/Actuarial Science Diploma in Insurance ACII Qualification	9												
2 Deputy Team Leader (Management Staff)	Degree - Insurance/Actuarial Science  Diploma in Insurance ( 5 Marks for each expert)	10												
Two non Management Staff	Diploma in Insurance (3 Marks for each expert)	6												
	<b>TOTAL SCORE</b>	<b>100 Marks</b>												

**Notes on Technical evaluation criteria:**

When responding to the Tender Document, the bidders should note the following:

1. Only firms attaining over 70% Technical score ( $S_t$ ) during Technical Evaluation will proceed to Financial Evaluation.
2. Bidders should provide details of company experience and that of the nominated personnel separately in format given in the tender document;
3. Information will be given in the formats shown in the tender document.

## 2.4 EVALUATION OF FINANCIAL PROPOSAL

### Table 2.4 Financial Evaluation

The firms meeting the technical evaluation requirement will be subjected to the following financial evaluation based on document and evidence provided

<b>A. FINANCIAL EVALUATION CRITERIA</b>		<b>MUST COMPLY</b>
1	a. The professional indemnity cover provided should be valid for the full period of the tender validity	
2.	b. The insurance broker shall submit documentary evidence indicating that their gross premium underwritten over the last two consecutive years was at least 500 million per year. The information should include a list of accounts constituting the declared premiums underwritten. c. Must have paid up capital of at least Kshs.2,000,000.00	
3	d. Must have a Bank Guarantee of Kshs. 3 million deposited with the IRA. (attach certified Copy)	

Firms meeting the above financial requirement will then be scored as follows;

### Formula for Financial Evaluation Score

The financial score ( $S_f$ ), for each bidder will be determined based on the lowest financial bid as follows

$$S_f = 100 \times F_m / F$$

**Where:**

$S_f$  = Financial Score

$F$  = Financial Bid of the Bidder under consideration.

$F_m$  = Lowest Financial Bid.

The Combined Score (S) will be calculated as follows:

$$S = (S_t \times T P\%) + (S_f \times FP \%)$$

$$TP = 70\%$$

$$FP = 30\%$$

**AWARD CRITERIA:**

KR will award the contract to the bidder with the highest combined cost (Technical + Financial) as follows;

$$S = (S_t \times T P\%) + (S_f \times FP \%)$$

**DUE DILIGENCE**

Kenya Railways (KR) may undertake a due diligence Exercise to verify the information provided by the bidder and documents submitted for authentication with the listed clients or the relevant organisation without reference to the bidder.

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

### **3.2. Application**

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



### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

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

### **3.8. Payment**

- 3.81. 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 the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

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

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

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

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

3.11.2 In the event the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs

for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

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

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

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

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

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity 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 the procuring entity 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	Applicable/not applicable (10% of the contract sum)
3.7 Delivery of Services	(Specify as necessary)
3.8 Payment	(Specify as necessary)
3.9 Price adjustment	(No price adjustments in terms of during the contract unless in case of a variation)
3.16 Applicable law	Laws of Kenya
3.18 Notices	Notices to Kenya Railways shall be to Managing Director, P.O. Box 30121 - 00100 Nairobi.

*(Modify as necessary)*

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Notes for preparing Schedule of Requirements.**

1. The schedule of Requirements shall be included in the tender documents by the procuring entity 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

	CLASS	COVER	ITEM TO BE COVERED	VALUE TO BE INSURED
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.	1. Kenya Railways Headquarters and Estates in major towns, railway stations, escalators	<b>Kshs. 3,128, 702, 290.00</b>
			Kenrail Towers	<b>2,100,000,000.00</b>
			2. Kenya Railways – Other Regional buildings, housing units spread countrywide	<b>Kshs. 1,000,000,000.00</b>
			3. Spares & other general Stock at Headquarters, other Regional offices and housing units.	<b>Kshs. 1,000,000,000.00</b> Actual figure to be advised on completion of ongoing stock valuation exercise
2	Money	Indemnity to insured against loss of money by any cause occurring during the period of insurance.	1. Cash in transit 2. Cash in premises 3. Estimated annual carry	<b>Kshs. 500,000.00</b>  <b>Kshs. 1,800,000.00</b>  <b>Kshs. 30,000,000.00</b>
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	Museum Artifacts, furniture, computers and electronic accessories in Corporation's premises	<b>Ksh. 200,000,000.00</b>
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.	<b>All Staff</b>	<b>Total amount Guaranteed</b>  <b>Kshs. 30,000,000.00</b>
5	Public Liability	Legal liability in respect to accidental death, bodily injury/illness, loss or	1. General Liability Any one claim/any one period	<b>Kshs. 100,000,000.00</b>

		damage to property of third parties including legal expenses.	2. Food and Drink Any one claim/any one period	<b>Kshs. 10,000,000.00</b>
6	Electronic Equipment/Computers	Loss, theft or sudden, accidental and unforeseen damage to electronic equipment.	Personal computers, NCR Server, Printers, photocopying machines, UPS's Computer board, software, network accessories, projectors, ICT equipments at Syokimau (See Annex 5)	<b>KR - Kshs. 99,607,437.24</b> <b>RTI - 12,240,000</b>
7	All Risks	Indemnity against loss or damage to the specified property from any cause	Generators, Ticketing system, Laptops, and other office equipment	<b>Ksh. 30,503,809.83</b>
8	Group Personal Accident (Directors)	Compensation in respect of accidental death and/or bodily injury to the insured persons	12 Directors  63 KRC & 46 RTI support staff on 24 hrs cover basis	<b>Death - Kshs 5,000,000.00</b> <b>PTD - Kshs. 5,000,000.00</b>  <b>Death - Kshs 3,000,000.00</b> <b>PTD - Kshs. 3,000,000.00</b>
9	Work Injury Benefits Act (WIBA)/GPA	Compensation in respect of accidental death and/or bodily injury to the insured persons as stipulated in the law	Annual Salary KR - Kshs. 256,918,167.60 RTI - Kshs 74,125,756.76	Death - 8 years annual Salary TPD - 8 years annual Salary TPD - Actual weekly - 52 weeks Medical Expenses - Kshs. 500,000.00 Last Expense - Kshs. 30,000.00
10	Motor Private (Corporation vehicles)	Comprehensive cover	See Annex 3 Extensions 1. No blame no excess 2. Maximum excess - Kshs. 50,000.00 3. Terrorism 4. Excess Protector	<b>110,623,987.00</b>
11	Motor Commercial (Corporation's Vehicles)	Comprehensive cover	See Annex 3 Extensions 1. No blame no excess 2. Maximum excess - Kshs. 50,000.00 3. Terrorism 4. Excess Protector	<b>14,534,683.00</b>
12	Professional Indemnity Cover - Officers	Professional legal liability of staff/Officers in respect of claims made against them arising from	Actual or alleged wrongful acts attributable to negligence, errors of omission and	<b>50,000,000.00</b>

		<p>discharge of their duties.</p> <ul style="list-style-type: none"> <li>- Engineers</li> <li>- Accountants</li> <li>- Surveyors</li> <li>- Lawyers</li> <li>- Valuer</li> </ul>	<p>commission. Cover includes civil damages, party and party costs and cost of legal representation.</p>	
13	Directors Liability Cover	<p>Personal legal liability of Directors and Officers in respect of claims made against them arising from discharge of their duties</p>	<p>Actual or alleged wrongful acts attributable to negligence, errors of omission and commission. Cover includes civil damages, party and party costs and cost of legal representation.</p>	<b>50,000,000.00</b>
14	Group Life Cover (staff)	<p>See Annex 4 Basic Annual Salary</p>	<ul style="list-style-type: none"> <li>• Death in Service</li> <li>• Disability extension</li> <li>• Critical illness</li> <li>• Last expense</li> </ul>	Three years basic salary
15	Travel Insurance	<p>Worldwide cover to provide insurance abroad for employees and/or Board members while travelling overseas on official business.</p>	<p>Include but not limited to emergency repatriation, extra passport replacement, accommodation expenses, emergency cash, legal advice and expenses, loss of money, hijack, loss of luggage, missed departures, bodily injury, persona liability</p> <p>Annual travel – 20 staff</p>	Deposit Premiums

**TECHNICAL SPECIFICATIONS FROM SCHEDULE OF REQUIREMENTS**

ITEM NO.	ITEM OF COVER	DESCRIPTION	COMPLIED/NOT COMPLIED
1	<p><b><u>FIRE &amp; SPECIAL PERILS</u></b></p> <ul style="list-style-type: none"> <li>▪ Kenya Railways Headquarters, Kenrail Towers, New &amp; old railway stations and other Regional buildings spread nationwide (offices and housing units)</li> <li>▪ All general Stock at Headquarters, Regional offices and housing units.</li> </ul>	<p>Buildings of each and every description including fittings, appurtenances, auxiliary structures, staff quarters, sheds, boundary walls, gates, fences, stones, concrete or tarmac flagstones, dams. Canal, water intake, fuel and water tanks. Anywhere in Kenya</p> <p>All general stock including all items in the museum, unused stationery, spare parts, fuels, tools, tyres, batteries, weighing scales and all other contents not specially insured – owned by the insured or held in trust or on commission, including equipment with staff away from the premises. At the</p>	

		Headquarters and other regional offices	
<b>2</b>	Motor Vehicle Schedule	See Annex 3	
<b>3</b>	Group Personal Accident (staff)	See Annex 4	
<b>4</b>	Group Personal Accident (Directors)	12 Directors	
<b>5</b>	Group Life Cover	See Annex 4	

**N.B Complying statement**

The tenderer shall state whether the Insurance cover to be provided shall comply with the Item to be insured in relation to the item description by apportioning either of the two words in the last column (complied or not complied) and reasons for not complying may be provided, if any.

1) State your operations telephone Contacts.....  
Signature of tenderer (Authorised)\_\_\_\_\_

Name of tenderer (Authorised)\_\_\_\_\_

Stamp

Date \_\_\_\_\_

## 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):	Approx. Value of Services (Kshs)
Completion Date (Month/Year):	
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.**

\_\_\_\_\_  
***[Signature of staff member]*** Date: \_\_\_\_\_

\_\_\_\_\_  
***[Signature of authorized representative of the firm]*** Date: \_\_\_\_\_

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

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

## TEAM COMPOSITION AND TASK ASSIGNMENTS

### Proposed Key Staff for the assignment

#### 1. Technical/Managerial Staff

Name	Position	Task

#### 2. Support 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: \_\_\_\_\_  
Name and address of procuring entity

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_  
Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

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

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

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

# Price Schedule Form

## ANNEX 2

	<b>CLASS</b>	<b>COVER</b>	<b>RATE (To be filled by Tenderer)</b>	<b>ANNUAL PREMIUM (To be filled by Tenderer)</b>
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.		
2	Money	Indemnity to insured against loss of money by any cause occurring during the period of insurance.		
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		
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.		

	<b>CLASS</b>	<b>COVER</b>	<b>RATE (To be filled by Tenderer)</b>	<b>ANNUAL PREMIUM (To be filled by Tenderer)</b>
5	Public Liability	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	Loss or sudden, accidental and unforeseen damage to electronic equipment. (See Annex 5)		
7	All Risks	Indemnity against loss or damage to the specified property from any cause		
8	Group Personal Accident (staff)	Compensation in respect of accidental death and/or bodily injury to the insured persons		
9	Group Personal Accident (Directors)	Compensation in respect of accidental death and/or bodily injury to the insured persons		
10	Motor Private (Corporation vehicles)	Comprehensive cover (See Annex 3)		
11	Motor Commercial (Corporation)	Comprehensive cover (See Annex 3)		

	<b>CLASS</b>	<b>COVER</b>	<b>RATE (To be filled by Tenderer)</b>	<b>ANNUAL PREMIUM (To be filled by Tenderer)</b>
	on vehicles)			
12	Professional Indemnity Cover Officers	Professional legal liability of staff/ Officers in respect of claims made against them arising from discharge of their duties		
13	Directors Liability Cover	Personal legal liability of Directors in respect of claims made against them arising from discharge of their duties		
14	Group Life Cover (staff)	Life cover based on three years basic annual salary (See Annex 4)		
15	Travel Insurance	As per Schedule of requirements. Estimated number of travelers (annual) 20. Provide schedule of compensation and rate per individual/day		

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 ( 3<sup>rd</sup> column in price schedule)
- Premium and associated costs (last column in price schedule)
- Excess charges
- Cover extensions
- Cover Exemptions/exclusions

### **ANNEX 3**

#### **SCHEDULE OF MOTOR VEHICLES**

	<b>Total No.</b>	<b>Total Value</b>
<b>(Commercial)</b>	<b>= 3</b>	<b>Kshs. 14,534,683.00</b>
<b>(Private)</b>	<b>= 16</b>	<b>Kshs. 110,026,615.00</b>

**Actual details and data to be availed at contract stage.**

### **ANNEX 4**

#### **GROUP LIFE COVER**

**Insured:**

**KRC - 120 Employees - Annual Basic Salary: Kshs.  
136,230,567.60**

**RTI - 76 Employees - Annual Basic Salary: Kshs.  
49,407,086.76**

**Benefits:**

- **Death in service – 3 years basic salary**
  - **Last expense**
  - **Critical illness etc.**
- } **propose maximum limits**

**Note: Actual data on staff members plus their salaries will be provided at the contract stage. The bidder is required to indicate the factor used in arriving at the quoted annual premium.**

## **ANNEX 5**

### **SCHEDULE OF ICT EQUIPMENT**

KRC ICT Equipment Total Value	=	<b>99,607,437.24</b>
RTI ICT Equipment Total Value	=	<b>12,240,000.00</b>
<b>TOTAL VALUE</b>	=	<b>111,847,437.24</b>

**Actual data and details to be availed at contract stage.**

# Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of \_\_\_\_\_ [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and  
[name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter  
called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for 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 the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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



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

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, 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 Procuring Entity

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

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

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

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

*(FULL PARTICULARS)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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**

*[Letter head paper of the Procuring Entity]*

[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 FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN 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 of .....20.....in the matter of Tender No.....of .....20...

**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.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

SIGNED  
Board Secretary