



**COUNTY GOVERNMENT OF NYANDARUA**

**DEPARTMENT OF FINANCE & ECONOMIC DEVELOPMENT**

**TENDER DOCUMENT FOR**

**THE PROVISION OF GENERAL INSURANCE BROKERAGE SERVICES**

**TENDER NO. NYA/CG/PT/FIN/002/2020-2021**

**IFMIS NEGOTIATION NO. 828004-2020/2021**

**OCTOBER, 2020**

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## INTRODUCTION

- 1.1 This standard tender document for procurement of insurance services has been prepared for use by public entities in Kenya in the procurement of all types of insurance covers as per the Public Procurement and Disposal Act 2005.
- 1.2 The following general directions should be observed when using the document;
  - (a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - (b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.
- 1.3
  - (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
  - (c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.
- 1.4 The cover of the tender document should be modified to include:
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.
  - IV. Delete name and address of PPOA.

## SECTION I - INVITATION FOR TENDERS

**Tender Number: NYA/CG/PT/FIN/002/2020-2021**

**IFMIS Negotiation Number: 828004-2020/2021**

**Tender Name: Provision of General Insurance Brokerage Services**

- 1.1 The Nyandarua County Government through the Department of Finance & Economic Development, invites sealed tenders from eligible candidates for the **Provision of General Insurance Brokerage Services**.
- 1.2 A complete set of tender documents may be downloaded by interested candidates from Nyandarua County website [www.nyandarua.go.ke](http://www.nyandarua.go.ke) or from the IFMIS supplier portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) and thereafter submitted **ELECTRONICALLY** through the **INTEGRATED FINANCIAL MANAGEMENT INFORMATION SYSTEM (IFMIS)**.
- 1.3 Prices quoted should be net inclusive of all taxes, delivery (where applicable), must be in Kenyan shilling and shall remain valid for **one twenty (120) calendar days** from the closing date of tender.
- 1.4 Completed tender documents **MUST BE SUBMITTED THROUGH THE IFMIS PLATFORM**. **ALL** tenders should be **SUBMITTED Online** through the IFMIS platform using IFMIS Negotiation number provided in the tender document and tender advert. The tenderers shall upload copies of all the relevant certificates and documents to support their bids. The tenders shall sign statements, documents and certificates uploaded to take responsibility for their correctness and authenticity.
- 1.5 The **EXACT REPLICA** of the **uploaded complete tender document MUST be submitted in hardcopy**. **In case of discrepancy between the submitted tender document in the IFMIS platform and the submitted hardcopy, the details of the uploaded copy SHALL PREVAIL**. The Complete tender document **MUST** be enclosed in plain sealed envelope marked with Tender name and tender number and deposited in the Tender Box at the Nyandarua County Government Headquarters in Ol'Kalou Reception Area or to be addressed to:

**THE CHIEF OFFICER FINANCE  
DEPARTMENT OF FINANCE & ECONOMIC DEVELOPMENT  
COUNTY GOVERNMENT OF NYANDARUA  
P.O BOX 701-20303  
OLKALOU**

- so as to be received on or before **13<sup>th</sup> November, 2020**
- 1.6 Opening of bids will take place immediately at the Nyandarua County Reception area in the presence of the candidates or their representatives who choose to attend. Applicable COVID-19 regulations **MUST** be observed.

**Director Supply Chain Management Services  
For: County Secretary & Head of Public Service**

## 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. 5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Insurance Cover
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

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

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

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing 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 120 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 *Friday, 13<sup>th</sup> November, 2020.*
- 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 *Friday, 13<sup>th</sup> November, 2020.*
- 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 *11:00am on Friday, 13<sup>th</sup> November, 2020*, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
  - (b) deviations in payment schedule from that specified in the Special Conditions of Contract
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule
  - (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

### **2.24 Post-qualification**

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

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

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

## **2.25 Award Criteria**

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

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

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

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

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

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, 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 procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.



## Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1.1	<i>Registered Insurance Brokers Licensed and Operating in Kenya. All Brokers must attach the bid supporting documents of their proposed underwriters, failure to which will lead to automatic disqualification.</i>
2.12.2	<i>Tenders must be accompanied by a security from a Bank or insurance company approved by PPRA of KES 250,000.00 (Kenya Shillings Two Hundred and Fifty Thousands only). Self-guaranteed tender security not allowed.</i>
2.16.3	<i>Bulky tenders will be received at the Supply Chain Management Offices, Department of Finance &amp; Economic Development, located at the Governor's offices during normal working hours (8.00AM5:00PM) and recorded and signed for in a register by the representative of the County Government.</i>
2.2.2	<i>Bidders to download the tender document from the County Government website <a href="http://www.nyandarua.go.ke">www.nyandarua.go.ke</a> and or the national government procurement information web-portal <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> (free of charge)</i>
2.15	<i>The underwriters and the brokers documents should be sealed in one envelop Marked Original tender and a Copy Tender</i>

### 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 superseded by provisions of other part of the contract

### **3.3.    Standards**

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

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

3.4.1    The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of 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. CONDITIONS TO BE MET BY THE INSURANCE BROKER

	MANDATORY REQUIREMENTS FOR BROKERS	YES/NO
(a)	Tenders must be accompanied by a security from a Bank or insurance company approved by PPRA of KES 250,000.00 (Kenya Shillings Two Hundred and Fifty Thousands only)	
(b)	Submit Confidential Business Questionnaire Form dully filled, signed and stamped by Authorized signatory	
(c)	Submit duly completed, signed and stamped form of tender with tender validity of <b>120</b> days	
(d)	Submit Schedule of requirements & prices duly completed, signed and stamped (Schedule A, B & Grand Summary)	
(e)	Submit properly bound, well presented document. All the pages of the tender document should be serialized or serially numbered in the format required. <b>NB. The Broker and Underwriters documents to be sealed in one envelop clearly marked as “original” and “copy”.</b>	
(f)	Submit a Declaration and commitment to the Code of Ethics that the tenderer will not engage in any corrupt or fraudulent practice signed by the Chief Executive Officer/ Principal officer.	
(g)	Submit registration certificate with the Insurance Regulatory Authority (IRA) for the current year.	
(h)	Submit current membership certificate of the Association of Insurance Brokers (AIBK).	
(i)	Submit a copy of Tax Compliance Certificate from KRA valid as at the date of submission	
(j)	Submit a copy of PIN Certificate with both VAT and income obligations	
(k)	Submit a copy of current Business Permit/ trade license	
(l)	Submit a copy of firm’s Registration certificate	
(m)	Must have paid up capital of at least Kshs. 3 million as required by the Insurance Regulatory authority in the form of a bank guarantee. (Attach evidence)	
(n)	Must have a Professional Indemnity Insurance Cover of at least Kenya Shillings two hundred (200) million. Attach evidence.	
(o)	Audited accounts for the last three (3) years (2017, 2018 and 2019)	
(p)	Must have an average annual gross underwritten premium of at least Kshs. 200 Million over the last three consecutive years i.e. 2019,2018 & 2017.	
(q)	Must have current CR12 form from the Registrar of Companies for Limited Companies that is not more than 6 months old from tender closing date	

(r)	Must attach an authorization form from the Insurance Underwriter authorizing the Insurance broker to participate in the tender indicating the cover addressed to <b>The County Government of Nyandarua</b> (as per the address given in the invitation to tender).	
(s)	Must attach proof from at least five (5) corporate clients of having handled business of a similar nature and magnitude of a total of at least Kshs. 30 million over the last three years by providing copies of duly signed LSOs/LPOs/ Letters of Award/ Contract forms.	
(t)	Must submit CV's /resumes of at least four (4) key professional members of staff.	
	<b>NB: - Insurance Brokers must meet all the mandatory requirements to qualify for technical evaluation.</b>	

#### 4.2. CONDITIONS TO BE MET BY THE PROPOSED INSURANCE COMPANY

	<b>MANDATORY REQUIREMENTS FOR UNDERWRITERS</b>	<b>YES/NO</b>
(a)	Submit Registration (License) with the Insurance Regulatory Authority (IRA) as an Insurance underwriter	
(b)	Audited accounts for the last three (3) years (2017, 2018 and 2019)	
(c)	Submit Quotation indicating Ridders, Deductibles/Excess and Benefit Limits per category of cover	
(d)	Submit current certificate of registration issued by the Association of Kenya Insurers (AKI)	
(e)	Submit firm's Registration certificate or certificate of incorporation	
(f)	Must have current CR12 form from the Registrar of Companies for Limited Companies that is not more than 6 months old from tender closing date	
(g)	Submit a copy of Tax Compliance Certificate from KRA valid as at the date of submission	
(h)	Submit a copy of PIN Certificate with both VAT and income obligations	
(i)	Submission of a claim settlement declaration statement signed by CEO/Principal officer and give details of claims settlement procedure and claims Settlement Turnaround Time	
(j)	Submit a copy of current Business Permit/ trade license	
(k)	Must have an average annual gross underwritten premium of at least Kshs. 500 million over the last three consecutive years i.e. 2019,2018 & 2017.	
(l)	Submit evidence of paid up capital of at least Kshs. 500 million or as required by the Insurance Regulatory Authority at the time of tender submission	
	<b>NB: - Insurance Brokers must meet all the mandatory requirements to qualify for technical evaluation</b>	

	<b>TECHNICAL EVALUATION</b>	<b>Scores</b>
<b>a)</b>	<p>Methodology, Operational Plan and Work Plans on Assignment:</p> <p>(i) Assignment Methodology i.e. Execution from tender award to after expiry of the contract.</p> <p>(ii) Assignment Operational Plan in table form detailing execution of the details of service.</p> <p>(iii) Assignment work plan indicating the personnel, their timeframes for executing responsibilities under the assignment</p>	<p>5 Marks</p> <p>5 Marks</p> <p>10 Marks</p> <p><b>20 Marks</b></p>
<b>b)</b>	<p>i) Deductibles/Excess. The bidder with the lowest Deductibles or Excess will obtain the maximum score while the rest will be prorated based on the bidder with the lowest deductibles or Excess.</p> <p>ii) Riders: The bidder with the highest rider or benefit will obtain maximum score while the rest will be prorated based on the bidder with the highest rider or benefit.</p> <p>iii) Benefit Limit: the bidder with the highest benefits limit will obtain the maximum score while the rest will be prorated based on the bidder with the highest benefit.</p> <p style="text-align: right;"><b>Total</b></p>	<p>10 Marks</p> <p>10 Marks</p> <p>10 Marks</p> <p><b>30 Marks</b></p>
<b>c)</b>	<p>List of 5 Corporate Clients and recommendation letters for each year in the last 3 years. (Attach LSOs/LPOs/ Letters of Award/ Contract forms) @ 1 Mark</p>	<b>5 Marks</b>
<b>d)</b>	<p>Qualification and experience of Key staff proposed for the assignment:</p> <p>i) Team leader – University Degree 3 Marks  - Diploma – ACII /AIK 2 Marks  - Experience -10 years &amp; above 2 Marks  - Experience 3 - 10 years 1 Mark  - CV Certified by employer 2 Marks</p> <p>ii) 2 Assistant's - University Degree 1.5 Marks  - Diploma – ACII /AIK 1 Marks  - Experience -10 years &amp; above 1 Marks  - Experience 3 - 10 years 0.5 Mark  - CV Certified by employer 1Marks</p>	<b>20 Marks</b>

d)	Financial strength of the broker and underwriter			
		Underwriter	Broker	
	i) Net profit Margin – 10% and above – 10 Marks		5 Marks	
	- 5% - 10%	- 5 Marks	2.5 Marks	
	- 1% - 5%	- 2.5 Marks	1.25 Marks	
	ii) Current Ratio - Above 2	10 Marks	2.5 Marks	
	- 1.5 – 2	5 Marks	2 Marks	
	- 1 – 1.5	2.5 Mark	1.25 Marks	
	- Below 1	0	0	
	iii) Debt to Equity Ratio – Below 0.5	- 5 Marks	2.5 Marks	
	- 0.5 – 1	- 2.5 Marks	2 Marks	
	- Above 1	- 0	0	
	<b>15 Marks for the Underwriter; 10 Marks for the Broker</b>		<b>Total</b>	<b>25 Marks</b>
	NB; Only bidders ( Brokers) who score <b>70% and above</b> will proceed to the financial evaluation stage.			

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of the contract sum
3.1.1 Contract	The successful tenderer shall provide the service immediately after the Procuring Entity issues an order/LPO and signing of contract. The contract period shall be for a period of <b>12 months</b> from the date of signing the Contract.
3.8 Payment	The contractor/Supplier shall be paid after signing the contract and issuing the insurance policies. <b>Advance payment may not be granted</b>
3.9 Price adjustment	The premium rates shall not vary for new motor vehicles acquired by the Procuring Entity during the contract period.
3.16 Applicable law	Laws of Kenya
3.18 Notices	Nyandarua County Government, P.O Box 701-20303, Ol Kalou.

## **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 & PRICES

(DETAILS OF INSURANCE COVERS)

### SCHEDULE A

No.	Risks to be covered	Particulars of Insurance	Value to be insured	Prices
1.	<b>All Risks</b> (Indemnity of moveable Assets against loss damage to property as a result of any cause)	On all office equipment including Electronic, ICT, Laboratory Equipment and generators NB: <b>On replacement (new for old)</b>	Kshs. 58,489,516.00	
2.	<b>Fire &amp; Perils</b> (Loss of or damage to The County Government of Nyandarua property through all types of fires)	<ul style="list-style-type: none"> <li>• County Buildings</li> <li>• All Office Equipment Office Partitions, Furniture, Fixtures and Fittings.</li> </ul>	Kshs. 1,081,055,744.00 Kshs. 58,489,516.00	
3.	<b>Burglary</b> (Loss of or damage to The County Government of Nyandarua property arising from burglary, forcible or violent entry and or exit from the premises)	Office Furniture, fittings, electronic Equipment and Other Contents	Kshs. 58,489,516.00	
4.	<b>Group Personal Accident and Work Injury Benefits Policy for Employees</b> (Cover is indemnity against liability under the WIBA Act 2007 Payment of benefits. This includes compensation for death or disablement resulting from accidental bodily injury sustained by the insured's employees anytime and anywhere in the world.  Cover for <b>1526</b> employees.)	<b>Benefits</b> <ol style="list-style-type: none"> <li>a) Accidental Death- WIBA 8 years' salary, GPA 3 years' salary</li> <li>b) Permanent total disability –WIBA 8 years' salary and GPA 3 years' salary</li> <li>c) Temporary total Disability actual weekly earnings up to 104 weeks</li> </ol>	Monthly basic salary for staff is approximately Ksh. 137,032,777.00	

**SCHEDULE B****MOTOR VEHICLES, MOTOR CYCLES, PLANT, EQUIPMENT & MACHINERY**

No.	Vehicle Registration Number	Model	Value	Cover	Price
<b>MOTOR PRIVATE</b>					
1.	GVN 018	PRADO	6,975,000.00	COMP	
2.	GK A563S	MERCEDES E 200	5,133,174.30	COMP	
3.	18 CG 001A	FORESTER	3,285,000.00	COMP	
4.	18 CG 003A	LAND CRUISER	4,663,800.00	COMP	
5.	18 CG 005A	EVEREST	2,925,000.00	COMP	
6.	18 CG 007A	EVEREST	3,015,000.00	COMP	
7.	18 CG 010A	EVEREST	3,024,000.00	COMP	
8.	18 CG 011A	EVEREST	2,943,000.00	COMP	
9.	18 CG 019A	D/CABIN	2,952,000.00	COMP	
10.	18 CG 020A	D/CABIN	2,907,000.00	COMP	
11.	18 CG 021A	D/CABIN	2,970,000.00	COMP	
12.	18CG 022A	D/CABIN	2,880,000.00	COMP	
13.	18 CG 023A	D/CABIN	3,006,000.00	COMP	
14.	18 CG 025A	D/CABIN	2,970,000.00	COMP	
15.	18 CG 028A	PRADO	4,663,800.00	COMP	
16.	18 CG 032A	D/CABIN	2,923,200.00	COMP	
17.	18 CG 029A	EVEREST	3,015,000.00	COMP	
18.	18 CG 036A	D/CABIN	2,923,200.00	COMP	
19.	18 CG 037A	D/CABIN	2,952,000.00	COMP	
20.	18 CG 038A	D/CABIN	3,150,000.00	COMP	
21.	18 CG 040A	D/CABIN	3,150,000.00	COMP	
22.	18 CG 048A	TFS86	2,923,200.00	COMP	
23.	18 CG 050A	T-BLAZER	3,600,000.00	COMP	
24.	18 CG 051A	T-BLAZER	3,555,000.00	COMP	
25.	18 CG 059A	T-BLAZER	3,280,500.00	COMP	
26.	18 CG 076A	FORD RANGER	3,444,489.00	COMP	
27.	18 CG 068A	HILUX	3,063,258.00	COMP	
28.	18 GC 071A	HILUX	1,084,903.20	COMP	
29.	18 CG 072A	D/CABIN	2,790,000.00	COMP	
30.	18 CG 078A	D/CABIN	4,212,000.00	COMP	
31.	18 CG 079A	D/CABIN	4,212,000.00	COMP	
32.	18CG067A	TOYOTA PRADO	1,890,000.00	COMP	
33.	18 CG 081A	D/CABIN	4,212,000.00	COMP	
34.	18CG 085A	PRADO	9,887,400.00	COMP	
35.	18CG089A	PRADO	12,442,500.00	COMP	
36.	18CG088A	TOYOTA D/CABIN	5,238,000.00	COMP	
37.	18CG 203A	TOYOTA FORTUNER	7,585,000.00	COMP	
38.	18CG 204A	TOYOTA FORTUNER	7,585,000.00	COMP	

39.	18CG 212A	TOYOTA FORTUNER	7,585,000.00	COMP	
40.	18CG 213A	TOYOTA FORTUNER	7,585,000.00	COMP	
41.	18CG 214A	TOYOTA FORTUNER	7,585,000.00	COMP	
42.	18CG 215A	TOYOTA FORTUNER	7,585,000.00	COMP	
43.	18CG 216A	TOYOTA FORTUNER	7,585,000.00	COMP	
44.	18CG 217A	TOYOTA FORTUNER	7,585,000.00	COMP	
45.	18CG 218A	TOYOTA FORTUNER	7,585,000.00	COMP	
46.	18 CG 210A	ISUZU DMAX	5,200,000.00	COMP	
47.	18CG 249A	ISUZU S/CABIN	3,165,400.00	COMP	
48.	18CG 248A	ISUZU S/CABIN	3,165,400.00	COMP	
49.	18CG 247A	ISUZU S/CABIN	3,165,400.00	COMP	
50.	18CG 246A	ISUZU S/CABIN	3,165,400.00	COMP	
<b>MOTOR COMMERCIAL</b>					
51.	18 CG 058A	EXHAUSTER	8,523,000.00	COMP	
52.	18 CG 054A	AMMBULANCE	3,690,000.00	COMP	
53.	KCL 780 E	MOBILE CLINIC	6,480,000.00	COMP	
54.	18 CG 013A	AMBULANCE	2,645,541.00	COM	
55.	18 CG 015A	AMBULANCE	2,700,000.00	COMP	
56.	18 CG 016A	AMBULANCE	2,565,000.00	COMP	
57.	18 CG 066A	AMBULANCE	2,790,000.00	COMP	
58.	18 CG 250A	LANDCRUISER	8,784,750.00	COMP	
59.	18 CG 255A	ISUZU DMAX	5,213,000.00	COMP	
60.	18CG 271A	LANDCRUISER	9,500,000.00	COMP	
61.	18CG 205A	LANDCRUISER	7,000,000.00	COMP	
62.	18CG 208A	FORD RANGER	5,400,000.00	COMP	
63.	18CG 209A	ISUZU FSR	14,000,000.00	COMP	
64.	18 CG 082A	ISUZU FVZ	9,090,000.00	COMP	
65.	18 CG 083A	ISUZU FVZ	8,910,000.00	COMP	
66.	18 CG 084A	ISUZU FVZ	9,045,000.00	COMP	
67.	18 CG 026A	ISUZU FRR33	3,411,355.50	COMP	
68.	KCF 275 D	ISUZU NPR	6,265,755.00	COMP	
69.	18 CG 034A	FTR33H	4,905,450.00	COMP	
70.	18 CG 035A	FTR33H	4,873,050.00	COMP	
71.	18 CG 061A	HILUX	2,479,288.50	COMP	
72.	18 CG 041A	ISUZU P/UP	2,158,204.50	COMP	
73.	18 CG 014A	FSR33H	4,590,000.00	COMP	
74.	18 CG 082A	ISUZU FVZ	9,090,000.00	COMP	
75.	18 CG 083A	ISUZU FVZ	8,910,000.00	COMP	
76.	18 CG 084A	ISUZU FVZ	9,045,000.00	COMP	
77.	18CG 080A	ISUZU FSR 51 SEATER BUS	4,590,000.00	COMP	
78.	KCA 006F	ISUZU FVZ EXHAUSTER	8,100,000.00	COMP	



79.	18 CG 230A	FVZ TIPPER	10,958,350.00	COMP	
80.	18 CG 231A	FVZ TIPPER	10,958,350.00	COMP	
81.	19 CG 251A	FVZ TIPPER	10,958,350.00	COMP	
82.	18 CG 228A	FVZ TIPPER	10,958,350.00	COMP	
83.	18 CG 232A	FVZ TIPPER	10,958,350.00	COMP	
84.	18 CG 233A	FVZ TIPPER	10,958,350.00	COMP	
85.	18 CG 235A	FVZ TIPPER	10,958,350.00	COMP	
86.	18 CG 234A	FVZ TIPPER	10,958,350.00	COMP	
87.	18 CG 241A	FVZ TIPPER	10,958,350.00	COMP	
88.	18 CG 242A	FVZ TIPPER	10,958,350.00	COMP	
89.	18 CG 244A	FVZ TIPPER	10,958,350.00	COMP	
90.	18 CG 243A	FVZ TIPPER	10,958,350.00	COMP	
91.	18 CG 240A	FVZ TIPPER	10,958,350.00	COMP	
92.	18 CG 229A	FVZ TIPPER	10,958,350.00	COMP	
93.	18 CG 239A	FVZ TIPPER	10,958,350.00	COMP	
94.	18 CG 245A	MINI BUS	4,014,500.00	COMP	
95.	18 CG 238A	FSR TANKER	8,797,000.00	COMP	
96.	18 CG 201A	FIRE ENGINE	52,000,000.00	COMP	
<b>MOTOR CYCLES</b>					
97.	18 CG 101A	YAHAMA 125	121,500.00	COMP	
98.	18 CG 104A	YAHAMA 125	130,500.00	COMP	
99.	18 CG 105A	YAMAHA 125cc	130,000.00	COMP	
100.	KBY 287C	YAMAHA	60,000.00	COMP	
101.	KAW 261Z	YAMAHA	60,000.00	COMP	
102.	KCD 539 G	YAHAMA 125	123,300.00	COMP	
103.	KCD 540 G	YAHAMA 125	126,000.00	COMP	
104.	KCD 541 G	YAHAMA 125	117,000.00	COMP	
105.	KCD 542 G	YAHAMA 125	124,200.00	COMP	
106.	KCD 543 G	YAHAMA 125	118,800.00	COMP	
107.	KCD 542 G	YAHAMA 125	129,600.00	COMP	
108.	KCD 544 G	YAHAMA 125	127,800.00	COMP	
109.	KCD 545 G	YAHAMA 125	130,500.00	COMP	
110.	KCD 546 G	YAHAMA 125	126,000.00	COMP	
111.	18 CG 102A	YAHAMA 125	121,500.00	COMP	
112.	GKA 016W	TIGER JIANSHE	100,000.00	COMP	
<b>PLANT, MACHINERY &amp; EQUIPMENT</b>					
113.	18 CG 017A	ROLLER	3,324,912.75	COMP	
114.	18 CG 018A	GRADER	5,208,813.75	COMP	
115.	18 CG 064A	BACKHOE	3,309,265.50	COMP	
116.	18 CG 069A	BACKHOE	2,517,905.25	COMP	
117.	18CG 087A	BACK HOE	7,905,000.00	COMP	
118.	18CG 237A	PRIME MOVER WITH LOW BED	15,900,000.00	COMP	
119.	18 CG 219A	SINGLE DRUM ROLLER	8,000,000.00	COMP	

120	18 CG 220A	SINGLE DRUM ROLLER	8,000,000.00	COMP	
121	18 CG 221A	SINGLE DRUM ROLLER	8,000,000.00	COMP	
122	18 CG 222A	MOTOR GRADER	25,250,000.00	COMP	
123	18 CG 223A	MOTOR GRADER	25,250,000.00	COMP	
124	18 CG 224A	MOTOR GRADER	25,250,000.00	COMP	
125	18 CG 225A	MOTOR GRADER	25,250,000.00	COMP	
126	18 CG 226A	MOTOR GRADER	25,250,000.00	COMP	
127	18 CG 227A	TRACK EXCAVATOR	25,000,000.00	COMP	
128	18 CG 252A	TRACK EXCAVATOR	25,000,000.00	COMP	
129	18 CG 253A	TRACK EXCAVATOR	25,000,000.00	COMP	
130	18 CG 254A	TRACK EXCAVATOR	25,000,000.00	COMP	
131	CX290B	CASE EXCAVATOR	25,000,000.00	COMP	
<b>TRACTORS</b>					
132	18CG090A	NEW HOLLAND	2,702,340.00	TPO	
133	18CG091A	NEW HOLLAND	2,702,340.00	TPO	
134	18CG092A	NEW HOLLAND	2,702,340.00	TPO	
135	18 CG 056A	TRACTOR	2,697,755.40	TPO	
136	18 CG 060A	TRACTOR	522,145.80	TPO	
137	KCE 003 D	TRACTOR	2,790,000.00	TPO	
138	KCE 004 D	TRACTOR	2,697,755.40	TPO	

**GRAND SUMMARY**

SCHEDULE	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
A	ALL RISKS, FIRE & PERILS, BURGLARY, GPA & WIBA	
B	MOTOR VEHICLES, MOTOR CYCLES, PLANT, EQUIPMENT & MACHINERY	
<b>GRAND TOTAL FOR ALL PREMIUMS</b>		

**Company Name & Stamp**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

**Notes;**

- Riders: Indicate details;
- Give details of rescue and evacuation;
- Automatic Addition and Deletion of staff;
- Provide benefits limits including additional benefits; and
- Deductibles/Excess

## **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. **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.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **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.
5. **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 \_\_\_\_\_

**Declaration and Commitment to the Code of Ethics**

COMMITMENT. (To be submitted as part of any quotation or tender or proposal)

I ..... (Person)

on behalf of (Name of the Business/Company/Firm

.....

..... declare that I have read and fully understood the contents of the Public Procurement and Asset Disposal

Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset

Disposal and my responsibilities under the Code. I do hereby commit to abide by the provisions of the

Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory.....

Sign.....Position.....

Office address.....Telephone/Mobile.....

Email.....

.....

Name of the Firm/Company.....

Date.....

(Company Seal/Rubber Stamp where applicable)

Witness

Name .....Sign.....

Date.....

## 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

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. Tenderers are advised that it is a serious offence to give false information on this form.

### **Part 1 – General**

Business Name.....

Location of business premises.....

Plot No. ....Street/ Road .....

Postal Address ..... Postal Code .....

Tel No.....

Mobile No.....

E-mail: .....

Nature of your business .....

Registration Certificate No.....

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

Name of your Bankers .....Branch... ..

Names of Tenderer's contact person(s) .....

Designation/ capacity of the Tenderer's contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer's contact person(s) .....

.....

.....

### **Part 2 (a) Sole Proprietor**

Your name in full .....

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

### **Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	Shares (%)
-------	-------------	------------

1.....

2.....

3.....

4.....

5.....

### **Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

\*Nominal in KSh. ....

\*Total Issued KSh. ....

Give details of all directors as follows

Name	Nationality	Shares (%)
------	-------------	------------

1.....

2.....

3.....

4.....

5.....

Name of duly authorized person to sign for and on behalf of the Tenderer. ....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....



## 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)*

**LETTER OF NOTIFICATION OF AWARD**

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

**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