

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYERI.

TENDER NO. CGN/FIN/INS/274/2018-2019

**FOR PROVISION OF INSURANCE COVER
FOR THE COUNTY GOVERNMENT VEHICLES AND MOTOR
CYCLES
FOR THE PERIOD ENDING JUNE 2021.**

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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 County Government of Nyeri.
 - IV. Delete name and address of PPOA.

SECTION I - INVITATION FOR TENDERS
Date: 3RD JUNE 2019

TENDER REF. NO. CGN/INS/FIN/274/2018-2019

TENDER NAME: PROVISION OF INSURANCE COVER FOR THE COUNTY GOVERNMENT VEHICLES AND MOTOR CYCLES FOR A PERIOD ENDING JUNE 2021.

- 1.1 The (County Government of Nyeri) invites sealed tenders from eligible candidates for provision of insurance cover for the county government vehicles and motor cycles for a period ending JUNE, 2021.
- 1.2 Interested eligible candidates may obtain further information from the office of the Director Procurement and inspect the tender documents from the county website(www.nyeri.go.ke)
- 1.3 A complete set of tender documents may be obtained by interested candidates from the county website (www.nyeri.go.ke) free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender name and number and be deposited in the Tender Box at The County Headquarters ground Floor and if sent by post be addressed to:
THE COUNTY SECRETARY
P.O. Box 1112-10100
NYERI.
so as to be received on or before **19th June 2019 at 11.00 A.M.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Governor's boardroom.

County Secretary
County Government of Nyeri.

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 County Government of Nyeri'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 County Government of Nyeri 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 County Government of Nyeri, 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 County Government of Nyeri 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) Form of Tender
- (vi) Price Schedules

- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) 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 County Government of Nyeri by post, fax or by email at the County Government of Nyeri's address indicated in the Invitation for tenders. The County Government of Nyeri 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 County Government of Nyeri. 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 County Government of Nyeri 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 County Government of Nyeri, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County Government of Nyeri, 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 County Government of Nyeri, 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 County Government of Nyeri'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 be kshs 800,000.00(NOT SELF INSURED)

2.12.3 The tender security is required to protect the County Government of Nyeri 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 County Government of Nyeri as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29.

(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 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Nyeri as non-responsive.

2.13.2 In exceptional circumstances, the County Government of Nyeri 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 County Government of Nyeri 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 19th June 2019 at 11.00 A.M.**

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 County Government of Nyeri 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 County Government of Nyeri at the address specified under paragraph 2.15.2 not later than **19th June 2019 at 11.00 A.M.**

2.16.2 The County Government of Nyeri 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 County

Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri will open all tenders in the presence of tenderers' representatives who choose to attend, on 19TH JUNE 2019 at 11.00 A.M. 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 County Government of Nyeri, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri in the County Government of Nyeri'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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri'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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The County Government of Nyeri'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;
- (c) 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 County Government of Nyeri 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 County Government of Nyeri'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 County Government of Nyeri may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.23. Contacting the County Government of Nyeri

2.23.1 Subject to paragraph 2.19 **NO** tenderer shall contact the County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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. County Government of Nyeri's Right to accept or Reject any or all Tenders

2.26.1 The County Government of Nyeri 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 County Government of Nyeri's action. If the County Government of Nyeri determines that none of the tenders is responsive, the County Government of Nyeri shall notify each tenderer who submitted a tender.

2.26.2 The County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri notifies the successful tenderer that its tender has been accepted, the County Government of Nyeri will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government of Nyeri.

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 County Government of Nyeri.

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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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

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)	19 th June 2019 at 11.00 A.M
2.16.1	As 2.15.2 (b) Above
2.18.1	As 2.15.2 (b) Above

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 County Government of Nyeri 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 County Government of Nyeri under the Contract.
- (d) “The County Government of Nyeri” 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 County Government of Nyeri’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 County Government of Nyeri 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 County Government of Nyeri'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 County Government of Nyeri and shall be returned (all copies) to the County Government of Nyeri on completion of the contract's or performance under the Contract if so required by the County Government of Nyeri.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by the County Government of Nyeri, 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 County Government of Nyeri'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 County Government of Nyeri 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 County Government of Nyeri's prior written consent.

3.11. Termination for Default

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

3.11.2 In the event the County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri.

3.13. Termination for Convenience

- 3.13.1 The County Government of Nyeri 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 County Government of Nyeri 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 County Government of Nyeri 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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

CONDITIONS TO BE MET BY THE BIDDERS

MANDATORY PRELIMINARY EVALUATION CRITERIA FOR UNDERWRITERS

Must submit **certified (Original certification) by commissioner of oaths** copies of the following documents;

- (a) PIN Certificate
- (b) Valid Tax Compliance Certificate
- (c) Certificate of Registration/Incorporation
- (d) Copy of Current CR12
- (e) Certificate of registration with IRA for the current year (2019) and a copy of the current license be submitted.
- (f) Certificate of registration with the Association of Kenya Insurance (AKI) for the current year 2019
- (g) Duly filled and signed Confidential Business Questionnaire
- (h) Duly filled and signed form of tender
- (i) Must attach a bid bond of kshs.800,000.00(NOT SELF INSURED)

Failure to submit any of the above documents will lead to automatic disqualification.

MANDATORY PRELIMINARY EVALUATION CRITERIA FOR INSURANCE BROKERS

Must submit certified (Original certification) by commissioner of oaths copies of the following documents;

- (a) PIN Certificate
- (b) Valid Tax Compliance Certificate
- (c) Certificate of Registration/Incorporation
- (d) Copy of Current CR12
- (e) Certificate of registration with IRA for the current year (2019) and a copy of the current license be submitted.
- (f) Certificate of registration with the Association of Kenya Insurance (AKI) for the current year 2019
- (g) Certificate of membership with the Association of Insurance Brokers (AIB)
- (h) Duly filled and signed form of tender
- (i) Duly filled and signed Confidential Business Questionnaire
- (j) Must provide a bank guarantee of kshs.4Million deposited with the Commissioner of Insurance and a certified copy be submitted
- (k) Must have a Professional Indemnity Insurance Cover of at least Kshs 100Million and a certified copy be submitted
- (l) Must attach a bid bond of kshs.800,000.00(NOT SELF INSURED)

Failure to submit any of the above documents will lead to automatic disqualification.

TECHNICAL EVALUATION

	Technical requirements	Max Score
1.	<p>Number of years in operation</p> <p>a) Less than 1 year-1marks</p> <p>b) 1-3 years-2marks</p> <p>c) 4-6 years-3marks</p> <p>d) >7years-5marks</p>	5
2.	<p>List of past clients(5 clients-Government Ministries or state Corporations for the past 5years (Attach copies of LSO's,Contracts,) 4marks for each client with attached evidence 2marks for each client with no attached evidence</p>	20
3.	<p>Average motor vehicle premium turnover for the last 2years(2017-2018)(3points for every 50million and above handled</p>	12
4.	<p>Audited financial accounts for the past two years(2018-2017) 2years-5marks 1year-4marks No audited accounts-0marks</p>	5
5.	<p>Management staff atleast 10No-Academic and professional qualifications and experience in relevant field- Attach copies of certificates and CVs Masters degree-6marks Bachelors Degree4-marks Diploma-2marks For experience,1mark each per year of experience upto a maximum of 4years-4marks</p>	16
6.	<p>Financial capability for the last 3years Liquidity ratio: 2:1 ratio -4marks per year 1:1 ratio-2mark per year Less-0marks</p>	12

7.	Period used to settle previous claims upon presentation of all required documents(attach evidence) for the past two years(2marks for each claim settled within one month to a max of 6 months)	12
8.	Additional benefits to the premium (2marks for each benefit up to a maximum of four benefits)	8
9.	Certificate of good conduct	5
10.	Serialization of tender document Fully serialized 5marks Partially filled-3mark Not serialized-0marks	5
	TOTAL	100

NB:

1. The pass mark for technical stage is 70%.Any bidder who scores 70% and above proceeds to the financial evaluation.

2. Any bidder with a poor past experience will automatically be disqualified (i.e failure to honour claims)

Financial Evaluation

The most responsive bidder who will be within the market rates and the County Budget Estimate will be awarded the tender.

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	Performance Bond of 10% of tender sum from a reputable bank and valid for a period of two years
3.7 Delivery of Services	Within contract period
3.8 Payment	Payments shall be made upon signing of the contract and within 30 days upon receipt of invoice(s).
3.9 Price adjustment	As allowed by Public Procurement and Disposal Act 2015 and regulations
3.16 Applicable law	Laws governing and regulating Provision of Insurance Services, Laws governing contract management and Public

	Procurement and Disposal Act 2015 and Regulations
3.18 Notices	County Secretary County Government of Nyeri P.O. Box 1112-10100 Nyeri.

N/B: The premium should be flexible to allow inclusion of new county government motor vehicles and motorcycles and any other county government motor vehicle and also any exclusion (i.e vehicles disposed off).

SECTION V - SCHEDULE OF REQUIREMENTS

(Price Schedule Form)

	TYPE MAKE	VEHICLE REGISTRATION NO.	QUANTITY	NET BOOK VALUE Kshs.	PREMIUM
1.	Toyota Prado	GKA451S	1	3,000,000.00	
2.	Nissan Double Cabin	GK A68Q	1	650,000.00	
3.	Toyota Land Cruiser	GK B888B	1	2,000,000.00	
4.	Toyota Land Cruiser	GK A412S	1	2,000,000.00	
5.	Toyota Land Cruiser	GK A830Q	1	2,000,000.00	
6.	Ford Everest	19CG005A	1	3,500,000.00	
7.	Land Rover 110	GK A453P	1	800,000.00	
8.	Isuzu Trooper	GK A105G	1	800,000.00	
9.	Toyota Rav 4	KAS 362T	1	500,000.00	
10.	Isuzu Dmax Double Cabin	GKB113B	1	1,100,000.00	
11.	Nissan Double Cabin	GK A859F	1	800,000.00	
12.	Nissan Patrol	GK A100B	1	800,000.00	
13.	Nissan Double Cabin	GK A286C	1	800,000.00	
14.	Isuzu Lorry Beyond Zero Truck	KCB 344Y	1	4,000,000.00	
15.	Nissan	GKA163N	1	800,000.00	
16.	Nissan	GKA745L	1	900,000.00	
17.	Isuzu Dmax	GK B081A	1	1,100,000.00	
18.	Toyota Hilux	GKA987X	1	1,200,000.00	
19.	Toyota Prado	GKA933B	1	600,000.00	

20.	Nissan Caravan	GKA114N	1	450,000.00	
21.	Toyota Hiace Ambulance	19CG029A	1	4,500,000.00	
22.	Nissan Pick Up	KAD 096T	1	450,000.00	
23.	Toyota Hilux Double Cabin	GKA769G	1	1,000,000.00	
24.	Land Rover Defender Ambulance	GKA448L	1	750,000.00	
25.	Nissan Ambulance Caravan	GK A549R	1	450,000.00	
26.	Double Cabin	GK A248G	1	750,000.00	
27.	Nissan Double Cabin	GK A944L	1	450,000.00	
28.	Nissan Caravan	GKA121N	1	450,000.00	
29.	Nissan	GKA789U	1	450,000.00	
30.	Toyota Land Cruiser	GKA789U	1	1,000,000.00	
31.	Land Rover	GKA546P	1	800,000.00	
32.	Ford Ranger Ambulance	KBY 031C	1	1,200,000.00	
33.	Ford Ranger Ambulance	KBY 032C	1	1,200,000.00	
34.	Ford Ranger Ambulance	KBY 033C	1	1,200,000.00	
35.	Ford Ranger Ambulance	KBY 035C	1	1,200,000.00	
36.	Ford Ranger Ambulance	KBY036C	1	1,200,000.00	
37.	Ford Ranger Ambulance	KBY 037C	1	1,200,000.00	
38.	Land Rover Ambulance	GKA202Z	1	900,000.00	
39.	Ford Ranger Ambulance	KBY034C	1	1,200,000.00	
40.	Ford Ranger Ambulance	KBY301C	1	1,200,000.00	
41.	Toyota Land Cruiser	GKA760Q	1	1,100,000.00	
42.	Isuzu FSR	19CG044A	1	8,000,000.00	

43.	Fuso	19CG024A	1	5,000,000.00	
44.	Fuso	19CG025A	1	5,000,000.00	
45.	Isuzu FSR	KBY 844C	1	5,000,000.00	
46.	Isuzu FSR	KAW 825Z	1	6,000,000.00	
47.	Isuzu FSR	KAW 225Z	1	5,000,000.00	
48.	Isuzu FSR	KAR 121L	1	5,000,000.00	
49.	Isuzu FSR	KAM 076T	1	4,000,000.00	
50.	Nissan Diesel	KUL 974	1	3,000,000.00	
51.	Ford Side Loader	KSM 482	1	600,000.00	
52.	Renault Compactor	KAB 293 Q	1	4,000,000.00	
53.	Nissan Diesel	KUL 975	1	500,000.00	
54.	Tractor Mersey Ferguson	KBQ 185D	1	600,000.00	
55.	Tractor Ford	KAQ 748	1	300,000.00	
56.	Tractor Ford	KSP 456	1	250,000.00	
57.	Tractor Ford	KUL386	1	250,000.00	
58.	Tractor Mersey Ferguson	KBJ 724 U	1	400,000.00	
59.	Tractor Ford	KAB 340Q	1	200,000.00	
60.	Ford Tipper	KUL 353	1	300,000.00	
61.	Toyota Pick Up	KAB 125Q	1	200,000.00	
62.	Toyota Pick Up	KAM O15T	1	200,000.00	
63.	Peugeot	KAB 171Q	1	120,000.00	
64.	Ford Everest	19CG009A	1	3,500,000.00	
65.	Toyota Double Cab	GK U298	1	1,000,000.00	

66.	Ford Everest	19CG0015A	1	3,500,000.00	
67.	Isuzu Dmax Double Cabin Pick Up	KCD 236 G	1	4,000,000.00	
68.	Toyota Hilux Double Cabin Pick Up	19CG0043A	1	5,663,000.00	
69.	Ford Everest	19CG007A	1	3,500,000.00	
70.	Toyota Double Cab	19CG046A	1	6,000,000.00	
71.	Saloon Nze	KAV 341 E	1	400,000.00	
72.	Corrolla Saloon	GKB 663G	1	1,000,000.00	
73.	Ford Everest	19CG 003A	1	3,500,000.00	
74.	Toyota Hilux Double Cab	19CG 027A	1	5,663,000.00	
75.	Ford Everest	19 CG 014 A	1	3,500,000.00	
76.	Toyota Pick Up Double Cabin	19 CG 028 A	1	4,800,000.00	
77.	Sinotruck Fire Engine Truck	KCD 948 G	1	48,000,000.00	
78.	Man Fire Engine Truck	GKB 196 B	1	65,000,000.00	
79.	Isuzu Fire Engine Truck	KAN 096 P	1	18,000,000.00	
80.	Mercedez Fire Engine Truck	KUL 918	1	22,000,000.00	
81.	Fire Engine Landrover	GKA 399 P	1	8,000,000.00	
82.	Fire Engine Landrover TDI		1	8,000,000.00	
83.	Ford Everest	19CG 010A		3,500,000.00	
84.	Toyota Hilux Pick Up	KBQ 174D	1	1,500,000.00	
85.	Toyota Hilux Pick Up	KBQ 175D	1	1,500,000.00	
86.	Mitsubishi Double Cabin Pick Up	GK B761F	1	1,500,000.00	
87.	Ford Everest	19CG 012A	1	3,500,000.00	
88.	Toyota Hilux -	KUL 376	1	150,000.00	

	Pickup				
89.	Isuzu Dmax - Matatu Pickup	KBY 179C	1	2,800,000.00	
90.	Toyota Hilux - Matatu Pickup	KAR 132L	1	700,000.00	
91.	Toyota Hilux - Matatu Pickup	KBJ 781U	1	1,500,000.00	
92.	Toyota Hiace - Van	KAR 135L	1	700,000.00	
93.	Land Rover - 110	KAB 355Q	1	400,000.00	
94.	Isuzu Dmax - Double Cab Pickup	KBJ 757U	1	1,200,000.00	
95.	Toyota Hilux - Matatu Pickup	KBQ 104D	1	1,000,000.00	
96.	Peugeot 504 - Station Wagon	KSP 187	1	100,000.00	
97.	Toyota Hilux - Matatu Pickup	KAB 198Q	1	550,000.00	
98.	Toyota Hiace - Van	KAV 805E	1	850,000.00	
99.	Toyota Hilux - Matatu Pickup	KBQ 103D	1	1,000,000.00	
100.	Mitsubishi Pajero	GK 490E	1	900,000.00	
101.	Tiger Motorcycle	KMDG 640Q	1	65,000.00	
102.	Tiger Motorcycle	KMDG 537C	1	65,000.00	
103.	Tiger Motorcycle	KMDG 576C	1	65,000.00	
104.	Tiger Motorcycle	KMDG 574C	1	65,000.00	
105.	Tiger Motorcycle	KMDG 551C	1	65,000.00	
106.	Tiger Motorcycle	KMDG 541C	1	65,000.00	
107.	Tiger Motorcycle	KMDG 546C	1	65,000.00	
108.	Tiger Motorcycle	KMDG 540C	1	65,000.00	
109.	Tiger Motorcycle	KMDG 525C	1	65,000.00	
110.	Tiger Motorcycle	KMDG 672 L	1	65,000.00	

111.	Tiger Motorcycle	KMDG 702L	1	65,000.00	
112.	Tiger Motorcycle	KMDG 627Q	1	65,000.00	
113.	Tiger Motorcycle	KMDG 573C	1	65,000.00	
114.	Tiger Motorcycle	KMDG 510C	1	65,000.00	
115.	Tiger Motorcycle	KMDG 536C	1	65,000.00	
116.	Tiger Motorcycle	KMDG 564C	1	65,000.00	
117.	Tiger Motorcycle	KMDG 559C	1	65,000.00	
118.	Tiger Motorcycle	KMDG 566C	1	65,000.00	
119.	Ford Everest	19CG 004 A	1	3,500,000.00	
120.	Toyota Hilux (Double Cabin	19CG 041 A	1	5,800,000.00	
121.	Ford Everest	19CG 013 A	1	3,500,000.00	
122.	Double Cabin Mitsubishi L200	19CG017A	1	1,700,000.00	
123.	Double Cabin Mitsubishi L201	19CG018A	1	1,700,000.00	
124.	Double Cabin Mitsubishi L202	19CG019A	1	1,700,000.00	
125.	Double Cabin Mitsubishi L203	19CG020A	1	1,700,000.00	
126.	Double Cabin Ford Ranger	KBP502Q	1	1,500,000.00	
127.	Double Cabin Isuzu Truffer	GKY584	1	800,000.00	
128.	Double Cabin Isuzu Truffer	GKA246G	1	950,000.00	
129.	Station Wagon Ford Everest Uw	19CG006A	1	3,500,000.00	
130.	Station Wagon Ford Everest Uw	KBL260A	1	3,500,000.00	
131.	Low Bed	ZE1638	1	2,700,000.00	
132.	Station Wagon Land Rover	GKE 921	1	350,000.00	
133.	Lorry Truck	19CG021A	1	4,900,000.00	

	Mitsubishi FJ				
134.	Lorry Truck Mitsubishi FJ	19CG022A	1	4,900,000.00	
135.	Lorry Truck Mitsubishi FJ	19CG023A	1	4,900,000.00	
136.	Lorry Truck Shack Man	19CG047A	1	8,430,000.00	
137.	Lorry Truck Shack Man	19CG048A	1	8,430,000.00	
138.	Lorry Truck Shack Man	19CG049A	1	8,430,000.00	
139.	Lorry Truck Shack Man	19CG050A	1	8,430,000.00	
140.	Lorry Truck Shack Man	19CG051A	1	8,430,000.00	
141.	Lorry Truck Daewoo	GKA 391M	1	3,900,000.00	
142.	Low Bed Truck Daewoo	KBY 843C	1	4,700,000.00	
143.	Grader Powerplus	KBZ 945D	1	8,400,000.00	
144.	Grader Powerplus	KBZ947D	1	8,400,000.00	
145.	Grader Powerplus	KBZ948D	1	8,400,000.00	
146.	Grader Powerplus	KBZ944D	1	8,400,000.00	
147.	Grader Powerplus	GKA678H	1	6,400,000.00	
148.	Lorry Truck Isuzu NQR	19CG045A	1	8,500,000.00	
149.	Roller Powerpac	KBY 948D	1	3,800,000.00	
150.	Excavator Zoomlion	KBY784C	1	19,500,000.00	
151.	Excavator Zoomlion	KBY783C	1	19,500,000.00	
152.	Roller Powerpack	KCF 856F	1	3,800,000.00	
153.	M/Grader Power Plus	19C9052A	1	13,580,000.00	
154.	Toyota Prado	GVN 019B	1	11,000,000.00	
155.	Toyota Prado	19CG 032A	1	5,000,000.00	

156.	Toyota Fortuner	19CG 026A	1	4,000,000.00	
157.	Subaru Outback	19CG 033A	1	3,500,000.00	
158.	Toyota Prado	19CG 042A	1	10,000,000.00	
159.	Ford Everest	19CG 008A	1	3,500,000.00	
160.	Ford Everest	GKB 565E	1	3,500,000.00	
161.	Toyota Prado	GKA 907C	1	500,000.00	
162.	Mitsubishi Pajero	19CG 001A	1	2,500,000.00	
163.	Ford Everest	19CG 002A	1	3,500,000.00	
164.	Peugeot 406saloon	KAN 941U	1	300,000.00	
165.	Mitsubishi L200pick Up	KAM 867X	1	500,000.00	
166.	Land Rover Pick Up	GKB 566E	1	2,000,000.00	
167.	Land Rover pick Up	GKB 567E	1	2,000,000.00	
168.	Land Rover pick Up	GKB 568E	1	2,000,000.00	
169.	Land Rover pick Up	GKB 569E	1	2,000,000.00	
170.	Land Rover pick Up	GKB 570E	1	2,000,000.00	
171.	Land Rover pick Up	GKB 571E	1	2,000,000.00	
172.	Land Rover pick Up	GKB 572E	1	2,000,000.00	
173.	Land Rover pick Up	GKB 573E	1	2,000,000.00	
174.	Toyota Corolla saloon	KBZ 918D	1	1,000,000.00	
175.	Toyota Corolla saloon	KBZ 920D	1	1,000,000.00	
176.	Toyota Corolla saloon	KBZ 921D	1	1,000,000.00	
177.	Ford Everest	19CG 011A	1	3,500,000.00	
178.	Toyota Hilux D/C	19CG 037A	1	5,500,000.00	
179.	Toyota Hilux	19CG 038A	1	5,500,000.00	

180.	Toyota Hilux	19CG 039A	1	5,500,000.00	
181.	Toyota Avanza	19CG 040A	1	1,200,000.00	
182.	Eicher Lorry	KCD 237G	1	4,500,000.00	
183.	M/F 440 Model Tractor	KCD 736G	1	4,000,000.00	
184.	Motorcycle Yamaha DT 125cc	19CG 101A	1	450,000.00	
185.	Motorcycle Yamaha DT 125cc	19CG 102A	1	450,000.00	
186.	Motorcycle Yamaha DT 125cc	19CG 103A	1	450,000.00	
187.	Motorcycle Yamaha DT 125cc	19CG 104A	1	450,000.00	
188.	Motorcycle Yamaha DT 125cc	19CG 105A	1	450,000.00	
189.	Motorcycle Yamaha DT 125cc	19CG 106A	1	450,000.00	
190.	Motorcycle Yamaha DT 125cc	19CG 107A	1	450,000.00	
191.	Motorcycle Yamaha DT 125cc	19CG 108A	1	450,000.00	
192.	Motorcycle Yamaha DT 125cc	19CG 109A	1	450,000.00	
193.	Motorcycle Yamaha DT 125cc	19CG 110A	1	450,000.00	
194.	Motorcycle Yamaha DT 175cc	KAT 080X	1	450,000.00	

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 County Government of Nyeri.
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 County Government of Nyeri.

Form of Tender

Date:

To:
.....
.....

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 _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Contract Form

THIS AGREEMENT made the day of20 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 County Government of Nyeri’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)

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 of20.....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