



**COUNTY GOVERNMENT OF  
NAKURU  
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CLERK TO THE ASSEMBLY**

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**TENDER FOR**

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**PROVISION OF GENERAL INSURANCE COVER FOR THE  
FINANCIAL YEAR 2019/2020**

**TENDER NO. CAN/T/006/2019/2020**

***INVITATION DATE. 2<sup>ND</sup> DECEMBER, 2019***

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**SECTION I-INVITATION FOR TENDERS**  
**TENDER REF.NO: CAN/T/006/2019/2020**  
**TENDER NAME: PROVISION OF GENERAL INSURANCE COVER**  
**FOR THE FINANCIAL YEAR 2019/2020.**

The County Assembly of Nakuru, (CAN) invites sealed tenders from the eligible Insurance Brokers for the Provision General Insurance Cover for period of one (1) year renewable for a further period of one year subject to satisfactory performance.

A complete set of tender documents with detailed terms and conditions shall be downloaded from the supplier portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke) and the Assembly Website: [www.assembly.nakuru.go.ke](http://www.assembly.nakuru.go.ke) free of charge.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Completed serialized tender documents with all attachments shall be submitted back in both soft and hardcopies. The softcopies should be submitted through supplier portal and hard copies in plain sealed envelope indicating tender number and description as described in the Tender Document should be deposited in the Tender box located at County Assembly reception or send by post to:

**The Clerk**  
**County Assembly of Nakuru**  
**P.O. Box 907(20100)**  
**Nakuru.**

The closing date for the submission of the Tender documents will be on 16<sup>th</sup> December at 11.00 .am.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at *County Assembly of Nakuru Committee Room located at Ground Floor of the New Block( Ugatuzi Plaza).*

*Enterprise(s)/Firm(s) owned Youth, Women and Persons living with Disability are encouraged to Apply.*

**THE CLERK,**  
**NAKURU COUNTY ASSEMBLY.**

## SECTION II - INSTRUCTION TO TENDERERS

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## **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 CAN 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 66 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 CAN 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 CAN, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 A complete set of tender documents with detailed terms and conditions shall be downloaded from the supplier portal: [supplier.treasury.go.ke](http://supplier.treasury.go.ke) and the Assembly Website: [www.assembly.nakuru.go.ke](http://www.assembly.nakuru.go.ke) free of charge.
- 2.2.3 Tenderers can review and download tender documents free of charge from our website before filling in and submitting them.

## **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) Bank/Insurance Guarantee for Advance Payment 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 **Fifty Thousand Kenya Shilling (50,000/=) only.**

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.
- e) Or any other form approved by the PPRA

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 and submit tender documents in both soft and hard copy. The softcopies should be submitted through supplier portal and hard copies in plain sealed envelope indicating tender number and description as described in the Tender Invitation Notice.

2.14.2 The 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 Hardcopy of the tender in a plain envelope, marked as "HARDCOPY 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 **16th December 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 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 **16th December 2019 at 11.00 a.m.**

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 **16<sup>th</sup> December, 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 tenderer's' 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. Computation of arithmetic errors shall only be done for basis for Evaluation and not Award.
- 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 taking in to account the scope of the cover in relation to the premium, the policy excess amount, exclusion clauses among other pertinent terms and conditions 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

The following information for the procurement of General Insurance Cover 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.

### (I) Provisions in the Appendix to instructions to Tenderers

Instruction to tender reference	Particulars to Appendix to instructions to Tenderers
2.1 Eligible Tenderers	Open to Insurance Brokers
2.12 Tender Security	<b>Kshs. 50,000/=</b> in form of Bank guarantee or Reputable Financial Institution Approved by PPRA. The tender security shall be valid for <b>an additional thirty (30) days after the expiry of the tender validity period.</b>
2.14.1 Mode of submission	The tenderer shall prepare and submit tender documents in both soft and hard copy. The softcopies should be submitted through supplier portal and hard copies in plain sealed envelope indicating tender number and in the manner described in the Invitation Notice.
2.15.2 (b) State day, date and time of tender closing	<b>16<sup>th</sup> December, 2019 at 11.00 A.M.</b>
2.16.3 Bulk Hardcopies documents.	To be delivered to the Procurement Office, County Assembly of Nakuru.
2.18.1 Tender opening	<b>16<sup>th</sup> December, 2019 at 11.00 A.M.</b>
2.20.2 Arithmetic Errors	Computation of arithmetic errors shall only be done for basis for Evaluation and not Award.
2.22 The Evaluation Criteria	See (2) below under criteria for evaluation
2.29 Performance security	10% of the tender sum in form of Bank Guarantee or reputable financial institutions approved by the Public Procurement Regulatory Authority (PPRA) and in the format provided in the tender document only.
3.7 Delivery of Services	Contract Period of one (1) year renewable for a further period of one year subject to satisfactory performance.

3.8 Payment	Payment for the Premiums shall be made promptly by the Procuring entity, but in no case later than <b>ninety (90) days</b> after submission of an invoice or claim by the contractor subject to availability of cash flows.
2.9.3 Price Adjustments	No Price Adjustments shall be allowed. However the policy provides for additional staff/board Members and reduction of the same at a similar price for GPA/WIBA cover and similar percentage rates of Premium for Additional or Reduced Number of Motor Vehicles.

## CRITERIA OF EVALUATION

The evaluation criteria will be applied as indicated here below:-

N/B	MANDATORY REQUIREMENTS- BIDDERS MUST MEET ALL THE TO QUALIFY FOR TECHNICAL EVALUATION.	YES/NO
a)	Submit Tender Security for <b>Kenya Shillings. 50,000.00</b> , in the format provided in the Tender Document.	”
b)	Valid (Current) Registration Certificate by Insurance Regulatory Authority (IRA) 2019	”
c)	Valid Registration Certificate by the Association of Insurance Brokers (AIBK)	”
d)	Submit a Copy of Valid Tax Compliance Certificate from KRA.	”
e)	Submit a Copy of Current Single Business Permit from a County Government	”
f)	Submit a Copy of Certificate of Incorporation/Registration.	”
g)	Submit Certified copy of Company registration (CR I2) for Companies and Identity Cards (IDS) for proprietors with Business Names and Partnership Firm(s).	”
h)	Completion of Confidential Business Questionnaire Form( <b>Must</b> be filled, signed by and stamped)	”
i)	Duly Completed, signed and stamped/sealed Form of Tender	”
j)	The tender document with all attachments shall be serialized through paginating.	”
k)	Submit a copy of certified and Audited Accounts for the last <b>three (3)</b> years- 2016, 2017 & 2018.	”
l)	Tender documents and all attachments to be submitted both in soft and hard copies.	”
m)	Duly Completed, signed and stamped/sealed Anti-Corruption Declaration Pledge.	”
n)	Duly Completed, signed and stamped Declaration Form (Having not debarred from participating in public procurement)	”
o)	Duly completed, signed and stamped Litigation History.	”
<b>2.</b>	<b>TECHNICAL EVALUATION</b>	<b>Scores</b>
a)	Firms experience in provision of the similar services. <i>Provide List of at least five clients against the amount of Gross Premium for last three years (2016, 2017 &amp; 2018 similar Insurance Covers. Each 3marks</i>	15
b)	Provide a <b>List</b> of five Corporate Clients alongside their <b>recommendation letters. (3 Marks for Each Recommendation Letter)</b> for the period of last three years.(2016,2017 & 2018)	15
c)	Least period used to settle previous claims upon presentation of all required documents. ( <b>Attach evidence</b> ).	15
d)	Qualification and experience of Key staff proposed staff for assignment	30
	Team Leader	
	<input type="checkbox"/> Member of ACII/AIHK (5 Marks)	

	<input type="checkbox"/> Relevant degree (Insurance or business related) (5 Marks)	
	<input type="checkbox"/> Relevant experience with at least 3 years after qualifications (5 Marks)	
	Other members (at least two members)	
	<input type="checkbox"/> Membership to ACII/AIIC (5 Marks)	
	<input type="checkbox"/> Relevant degree (Insurance or business related) (5 marks)	
	<input type="checkbox"/> Relevant experience with at least 2 years after qualifications (5 Marks)	
e)	<b>Financial capability;</b>	15
	Certified/Audited financial statements for the last three years ;( 2016, 2017 & 2018). Ratios to be applied: (From the Audited Accounts (2018))  <b>Liquidity ratios (5marks)</b> Current Ratio=Current Assets/Current Liabilities (ideal ratio $\geq 2:1$ ) Acid test ratio=Current Assets-Stocks/Current Liabilities (ideal ratio $\geq 1:1$ ) <b>Profitability Ratios(5marks)</b> Gross Profit Ratio=Gross Profit/Sales (ideal ratio $\geq 25\%$ ) Net Profit Ratio=Net Profit/Sales (ideal ratio $\geq 20\%$ )  <b>Solvency Ratios(5marks)</b> Debt-to-Asset Ratio=Total Liabilities/Total Assets (ideal ratio $\geq 1:1.5$ ) Debt-to-Equity Ratio=Total Liabilities/Shareholder's Equity (ideal ratio $\geq 1:2$ )	
f)	Bidder must have paid up capital of: Kshs. $\geq 10$ Million = 10 marks Kshs. $< 10$ Million = 0 marks	10
	<b>TOTAL TECHNICAL</b>	<b>100</b>

**NB:**

1. Bidders must meet all the mandatory requirements to qualify for technical evaluation. Bidders who do not meet the mandatory requirements will not proceed to the technical evaluation stage and will be adjudged unresponsive.
2. To qualify at technical evaluation to proceed to financial evaluation, the bidder must score a minimum of 60%.

**FINANCIAL EVALUATION**

**The Premium quoted:** The firm that would offer the lowest premiums among the technically responsive bidders will be considered for award of tender. **The financial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender**

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the County Assembly of Nakuru 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 Taita Taveta University College 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” mean the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day



## **3.2. Application**

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

## **3.3. Standards**

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

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

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

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

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

## **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within thirty (**30**) 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.
  - e) Or any other form approved by the PPOA.
- 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**

Special conditions of Contract shall supplement the General condition of Contract. Whenever there is conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

**ELIGIBILITY OF THE BIDDERS**

*INSURANCE SERVICE PROVIDER(S) PROVIDED THAT THEY:-*

- a) Has a legal capacity to enter into a contract.
- b) Is not insolvent, in receivership, bankrupt or wound up.
- c) Is not precluded by PPRA from entering into contracts.
- d) He or his subcontractor is/are not debarred from public procurement.
- e) Has fulfilled tax obligation,
- f) Has not been convicted of corrupt or fraudulent practice.
- g) Not guilty of serious violation of fair employment laws or Practice

**COUNTY ASSEMBLY OF NAKURU**

The County Assembly of Nakuru wishes to have in place quality, tailor made, and affordable Insurance Covers.

The prospective bidders are requested to:-

- Provide their quotation as per the laid down format herein contained
- State their most competitive premium (s)

Bidders who do not meet the foregoing condition in full will not be considered and their bids will therefore not be evaluated.

Bidders must confirm in writing here below that they possess the necessary capacity and capability to perform the contract.

**CONFIRMATION**

-----  
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**OTHER REQUIREMENTS**

Bidders must state on the schedule provided here below details of the equipment and/or management system(s) on the firm’s inventory available for due performance of the contract if awarded.

Description of Equipment/management System(s)	Effective Date of use	Condition

**1. LETTER OF CONTRACT PERFORMANCE UNDERTAKEN BY KEY MANAGEMENT STAFF**

We the undersigned do hereby confirm that we are Bon-a-fide employees of M/s. .... and are appropriately qualified and willing to diligently perform the contract if awarded.

FULL NAME (S)	TITLE/DESCRIPTION	SIGNATURE

**2. PHYSICAL LOCATION OF OFFICIAL/REGISTERED OFFICES**

Bidder must confirm here below the following contract/physical location details

<b>Building</b>		
<b>Street/Road</b>		
<b>City</b>		
<b>Plot number</b>		

**CONTACT DETAILS**

<b>Postal Address</b>		
<b>E-Mail Address</b>		
<b>Telephone number(s)</b>		

**3. LIST OF CLIENTS**

Bidders are required to state here below five (5) names from reputable organizations of comparable size they are currently servicing and total client premium for the previous year (i.e. number of staff above. 3,000).

<b>No.</b>	<b>NAME OF CLIENT</b>	<b>CLIENT PREMIUM FOR THE PREVIOUS YEAR</b>	<b>CONTACT PERSON AND TELEPHONE (If possible)</b>	<b>NUMBER OF EMPLOYEES</b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				



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	Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer <b>shall furnish the County Assembly of Nakuru with a performance security of an amount equivalent to 10% of the total contract price.</b>
3.16 Applicable law	<b>The Laws of Kenya</b>
Total Monthly Basic Salary	The Current Monthly Basic pay of <b>KES. 52,379,938 Per Month</b> for GPA/WIBA Plus 24hrs Covers.

**SECTION V – SCHEDULE OF REQUIREMENTS**

**TERMS OF REFERENCE/ SCHEDULE OF REQUIREMENTS FOR  
PROVISION INSURANCE COVER FOR THE FINANCIAL YEAR**

**2019/2020**

NO	TYPE OF COVER	PROPERTY TO BE INSURED	SUM INSURED	SUMMARY OF THE COVER	RATE	PREMIUM	REMARKS (Exceptions, Exclusions, Conditions & Additions)
1.	Fire and Allied perils	Land & Building Furniture Small Asset Computer , Electronics & ICT Equipment Office Equipment Inventory Total Sum Insured	350,500,000.00 25,609,003.00 15,995.00  9,045,613.00 3,867,642.50 <u>1,000,000.00</u> <b><u>390,038,253.5</u></b>	Loss or damage caused by accidental fire, lightning, explosion/implosion, destruction or damage caused by aerial devices, man-made perils in the form of riots, strike etc, natural calamities like storm, flood etc, damage caused by impact by a rail or a road vehicle, damage caused by landslide or subsidence, peril caused by pollution and contamination, bursting and/or overflowing of water tanks, apparatus and pipes, missile testing operations, and bush fire.			
<b>TOTAL PREMIUM (KSHS)</b>							

2.	Burglary	Furniture Small Asset Computer, Electronics & ICT Equipment Office Equipment Inventory <b>Total Sum  Insured</b>	25,609,003.00 15,995.00  9,045,613.00 3,867,642.50 <u>1,000,0000.00</u> <b>39,538,253.50</b>	Loss or damage to property insured resulting from unlawful, forcible or violent entry/exit from premises including Riots			
<b>TOTAL PREMIUM (KSHS)</b>							

3.	Machinery Breakdown	100 K.V.A. standby Generator(Old Building)  100K.V.A. standby Generator (New Building)  Lifts -(No.)  <b>Total Sum Insured</b>	2,100,000.00  2,700,000.00  <u>10,000,000.00</u>  <b>14,800,000.00</b>	Coverage against internal machinery damage such as: electrical damage, centrifugal forces, lack of water, foreign bodies, failures in safety devices, overheating, impact, shock, pressure or lubrication defects.  Damage suffered by the machinery due to errors in design, calculation, manufacture or assembly.  External damages produced by:  Fire, explosion or lightning strike.  Blows, collisions, scratches or falls.  Sinking or sliding of the earth.  Smoke or gases.  Atmospheric phenomena such as wind, snow, hail, rain and floods.  Theft and			
----	---------------------	--	--	--	--	--	--

				<p>robbery.</p> <p>Damage resulting from the mismanagement or negligence of an employee due to lack of experience or expertise in the machinery.</p> <p>Expenses for urgent repair.</p>			
<b>TOTAL PREMIUM(KSHS)</b>							
<b>4.</b>	All Risks-Electronic data processing equipment.	Computers & Electronics Office Equipment  <b>Total Sum Insured</b>	9,045,613.00 <u>3,867,642.50</u> <b>12,913,255.50</b>	Loss arising from Accidental or Sudden damage.			
<b>TOTAL PREMIUM (KSHS)</b>							

## **5. GROUP PERSONAL ACCIDENT/WIBA PLUS – 24Hrs Cover**

The objective of this contract is to provide Work Injury Benefit Act/GPA (WIBA Plus) Cover the Member of Staff. This is as per the Act of Parliament to provide for compensation to employees for work related injuries and diseases contracted in the course of their employment and for connected purposes. The compensation is as per the scale of benefits as described in the Act and Salaries and Remuneration Circular on staff Benefits.

### **SCOPE**

Estimate annual earnings for the **One Hundred and Thirteen (113)** staff members' vast majority are office staffs at Monthly Basic pay of **KES. 52,379,938 Per Month** With the following benefits at minimum (Tenderer's can include additional benefits);

- 1) Death – 3 years' salary
- 2) Permanent Total Disability – 3 years
- 3) Temporary Total Disability – Actual weekly earnings salary up to 104 weeks.
- 4) Medical expenses – Above 250,000 KES
- 5) Funeral expenses – Above 200,000 KES (includes member and spouse)
- 6) Excess 5,000/- on each and every claim apart from funeral expenses, accumulation limit Kshs. 100,000,000/-
- 7) Occupational illness
- 8) Exposure clause
- 9) Hijack clause.
- 10) Jurisdiction clause
- 11) Terrorism, riot and political violence coverage
- 12) Repatriation clause – Kshs. 100,000/-
- 13) Disappearance clause
- 14) Airfares for treatment clause above 200,000/-
- 15) Worldwide coverage

*Note: The salary refers to the Basic salary monthly for GPA/WIBA Plus 24hrs Cover*

<p><b>NOTE: Comprehensive list staff and their respective earnings shall be available to the successful tenderer before signing the contract</b></p>
--

## **6. EMPLOYER'S LIABILITY**

This is to protect the County Assembly against any resultant costs of compensating claims lodged by their employees in the event of illnesses, injury or death sustained in their course of duty. Moreover, this policy reimburses the insured, the incurred expenses in the event of a lawsuit defense.

Based on the WIBA.

## 7. FIDELITY GUARANTEE

Provide indemnity to the employer in respect of all pecuniary loss as a result of infidelity of employees/ position declared.

Any fraud or dishonesty on the part of or connived at the employer.

<b>OCCUPATION</b>	<b>NO</b>	<b>LIMITS OF LIABILITY PER PERSON</b>	<b>PREMIUM(KSHS)</b>
Payments Cashier	1	500,000.00	

## 8. PUBLIC LIABILITY

Insurance against all sums which the County Assembly will become legally liable to pay in respect of:-

Accidents death of or bodily injury or disease contracted by any person  
Accident loss or damage to material property.

Occurring through the fault or negligence of the insured and in connection with the insured's business at the time during the period of insurance or any subsequent period for which the company may accept renewal of this policy.

<b>DESCRIPTION</b>	<b>LIMIT</b>	<b>PREMIUM(KSHS)</b>
Any one Person	Kshs. 3,000,000.00	
Any one Occurrence	Kshs. 20,000,000.00	
Any one year	Kshs, 50,000,000.00	
<b>TOTAL PREMIUM (KSHS)</b>		

## 9. MONEY INSURANCE

Loss of money on the Assembly premises and in transit and/or in the custody of duly authorized employees.

Loss or damage to safes/ strong rooms and payment office

<b>SCHEDULE</b>	<b>KSHS</b>
Cash in premises, out of safe and out of business hours.	200,000.00
Loss/Damage to safe.	100,000.00
Cash in premises during working hours	100,000.00
Cash in transit to and from bank	100,000.00
<b>TOTAL PREMIUM (KSHS)</b>	

## 10. COMPREHESIVE MOTOR INSURANCE COVER

- Excess
- Third Party
- Death or Bodily injury
- Claims arising out of events.

### ASSEMBLY MOTOR VEHICLES

NO	REG. NUMBER	MAKE/MODEL	MARKET VALUE FOR YEAR 2018
1.	32CG033A	MERCEDEZ BENZ	4,290,000.00
2.	32CG055A	TOYOTA PRADIO	4,850,000.00
3.	32CG029A	FORD EVEREST	2,960,000.00
4.	32CG024A	VOLKSWAGEN	1,790,000.00
5.	32CG010A	CHEVROLET CRUZE	1,580,000.00
6.	32CG028A	NISSAN ALMERA	1,320,000.00
7.	32CG030A	NISSAN NAVARA	2,170,000.00
8.	32CG025A	NISSAN URVAN	2,090,000.00
9.	32CG026A	NISSAN URVAN	2,100,000.00
10	32CG027A	NISSAN URVAN	2,170,000.00
11	32CG031A	NISSAN CIVILIAN BUS	4,330,000.00
12	32CG056A	TRAILBLAZER	2,900,000.00
13	32CG065A	NISSAN PATROL	6,530,000.00
14	32CG311A	YAHAMA MOTORCYCLE	390,000.00
<b>TOTAL VALUES(KSHS)</b>			<b>39,470,000.00</b>
RATE % (Percentage)			
<b>TOTAL PREMIUM (KSHS)</b>			



## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

**FORM OF TENDER**

To:  
*Clerk*  
*County Assembly of Nakuru*

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 .....120 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 \_\_\_\_\_ 2014

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

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

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

**PRICE SCHEDULE OF SERVICES**

NO	DESCRIPTION OF GENERAL INSURANCE	RATES(WHERE APPLICABLE)	TOTAL PREMIUM IN (KSHS)
1.	Fire and perils		
2.	Burglary insurance		
3.	Machinery Breakdown		
4.	All risk		
5.	GPA/WIBA PLUS		
6.	Employers liability based on WIBA.		
7.	Fidelity guarantee		
8.	Public liability		
9.	Money insurance		
10.	Comprehensive Motor vehicle Insurance cover		
	<b>GRAND TOTAL</b>		

Total Amounts in words:

-----  
 -----  
 -----

***To be carried to the Form of Tender:***

Tenderer's name: -----

Signature: -----

Date: -----

Stamp:

## **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 WIBA and Medical Insurance Covers and has accepted a tender by the tenderer for the Provision of the Insurance 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 Insurance Cover (WIBA and Medical 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 FORM

You 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  
 You are advised that it is a serious offence to give false information on this form

<p><i>Part 1 – General:</i></p> <p>Business Name                  .....</p> <p>Location of business premises.                  .....</p> <p>Plot No..... Street/Road                  .....</p> <p>Postal Address ..... Tel No. .... Fax ..... E                  mail .....</p> <p>Nature of Business                  .....</p> <p>Registration Certificate No.                  .....</p> <p>Maximum value of business which you can handle at any one time – Kshs.                  .....</p> <p>Name of your bankers ..... Branch                  .....</p>
---

	Part 2 (a) – Sole Proprietor																				
	Your name in full ..... Age .....																				
	Nationality ..... Country of origin .....																				
	<ul style="list-style-type: none"> <li>• Citizenship details                      .....</li> <li>•                      .....</li> </ul>																				
	Part 2 (b) Partnership																				
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- If a Kenya 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: .....  
*County Assembly of Nakuru*

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

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM**

I/We/Messrs.....

Of Street, Building, P O Box.....  
.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

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

Authorized Signature.....

Name and Title of Signatory.....

**Official Seal/ Stamp .....**

**DECLARATION FORM (DEBARMENT)**

Date \_\_\_\_\_

To \_\_\_\_\_

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

The tenderer i.e. (name and address) \_\_\_\_\_  
\_\_\_\_\_ Declare the following:

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(To be signed by authorized representative and officially stamped)

**LITIGATION HISTORY FORM**

Information on current litigation in which the bidder is involved

<b>OTHER PARTY(IES)</b>	<b>CAUSE OF DISPUTE</b>	<b>AMOUNT INVOLVED (KSHS)</b>

I certify that the above information is correct.

.....

**Date**

.....

**Signature of the Bidder**

(To be signed by the authorized representative and officially stamped)