

COUNTY GOVERNMENT OF NAKURU



**Tender Name: PROVISION OF MOTOR VEHICLE INSURANCE
SERVICES**

Tender No. NCG/T/013/2017-2018

CLOSING DATE: FRIDAY 16TH FEBRUARY 2018

Instruction to Tenderers

Agreement

Annexes

JANUARY 2018

County Government of Nakuru
OFFICE OF THE GOVERNOR
P.O. BOX 2870-20100
NAKURU

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INTRODUCTION

The County Government of Nakuru wishes to engage the services of insurance underwriters to provide insurance covers for **County Motor Vehicles**. Interested eligible candidates are expected to respond to each class of insurance policy, Comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements Stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document**.

EVALUATION CRITERIA **SECTION IV of this tender document**.

EVALUATION CRITERIA

The mandatory requirements contained in APPENDIX TO INSTRUCTIONS TO TENDERERS & SECTION IV of this tender document will form the basis of the evaluation criteria.

TENDER SECURITY

The interested eligible candidates must submit tender security of 2% of the total bid price in form of a Bank Guarantee in any of the forms prescribed under paragraph 2.12.4.

SECTION I - INVITATION FOR TENDERS

TENDER REF No NCG/T/013/2017-2018: PROVISION OF MOTOR VEHICLE INSURANCE SERVICES

TENDER REF No NCG/T/013/2017 -2018

- 1.1 **The County Government of Nakuru** invites **tenders** from eligible candidates for **Provision of Motor Vehicle Insurance Services**

- 1.2 Bidding documents with detailed specifications may be obtained from the **Kenya Supplier Portal; supplier.treasury.go.ke** or from the county website; www.nakuru.go.ke free of charge.

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

- 1.4 Duly completed tenders, should be submitted online through the Government Integrated Financial Management Information System (IFMIS) so as to be received on or before **Friday 16th February 2018**

SIGNED FOR: The County Secretary & Head of Public Service Nakuru
County Government: The invitation for tenders may be modified provided that such a modification does not substantially alter the format.

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The County Government 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 Nakuru to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The County Government of Nakuru, 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 Nakuru shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

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

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Oaths and Statutory Declaration Form
- (xiv) Declaration Form
- (xv) 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 Nakuru by post, fax or by email at The County Government of Nakuru's address indicated in the Invitation for tenders. The County Government of Nakuru 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 Nakuru. 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 Nakuru 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 Nakuru, 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 County Government of Nakuru, 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 Nakuru, 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 Nakuru's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

2.12.3 The tender security is required to protect The County Government of Nakuru 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 from a bank licensed by **CBK**.
- c) Such insurance guarantee from an Insurance Company approved by **IRA**
- d) Guarantee by deposit taking Micro Finance Institution, Youth Enterprise or Women Enterprise Fund.

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 Nakuru 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 County Government of Nakuru as non-responsive.
- 2.13.2 In exceptional circumstances, The County Government of Nakuru 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. Submission of Tenders

2.14.1 The Tender duly completed shall;-

- (a) be submitted through the **Kenya Supplier Portal**; and
- (b) bear the name and identification number of the Tenderer as defined in the Invitation to Tender; and

2.14.2 Tenders shall be delivered to the Employer at the address specified not later than the time and date specified in the Invitation to Tender.

2.14.3 The Tenderer shall not submit alternative offers unless they are specifically required in the Tender documents.

Each Tenderer may submit only one Tender. Any Tenderer who fails to comply with this requirement will be disqualified.

2.14.4 The Employer may extend the deadline for submission of Tenders by issuing an amendment in accordance with paragraph 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2.16. Deadline for Submission of Tenders

- 2.16.1 Duly completed bid documents must be submitted online via the Kenya Supplier portal on or before **the stated closing date and time.**
- 2.16.2 The County Government of Nakuru 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 Nakuru and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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 Nakuru 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

- 1.2 The County Government of Nakuru will open all tenders through the IFMIS Portal.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders The County Government of Nakuru 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 Nakuru in the County Government of Nakuru'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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru'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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru'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 County Government of Nakuru 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 Nakuru'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 Nakuru 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 County Government of Nakuru

2.23.1 Subject to paragraph 2.19 no tenderer shall contact The County Government of Nakuru 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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru 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. The County Government of Nakuru's Right to accept or Reject any or all Tenders

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

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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the County Government of Nakuru 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 Nakuru 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 Nakuru 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 Nakuru notifies the successful tenderer that its tender has been accepted The County Government of Nakuru 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 County Government of Nakuru.

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 Nakuru.

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist The County Government of Nakuru in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The County Government of Nakuru should specify in the appendix information and requirements specific to the circumstances of the County Government of Nakuru, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Open to all insurance service providers (underwriters) registered with the Insurance Regulatory Authority, Association of Kenya Insurers.
2.2.2	The tender documents will be available at the Nakuru County Government website and IFMIS portal.
2.11.2	<p>Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;</p> <ol style="list-style-type: none"> 1. Evidence of registration with IRA and a certified copy of current license be submitted. 2. Audited accounts for the last three financial years 2014-2015, 2015-2016, 2016-2017 3. Certificate of Registration. 4. Registered offices 5. Evidence of AKI membership 6. A valid Tax compliance certificate 7. Proof of Re-Insurance Treaty 8. Evidence that the company is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; 9. That the company is not debarred from participating in procurement proceedings 10. Full response to all Special Conditions 11. Full response to Schedule of Requirements and particulars of Insurance (Alternative offers will not be accepted) 12. Current Business Permit/License (2018)
2.11	<p>The request for clarification and the response shall be in writing through the:</p> <p>The County Secretary and Head of Public Service P.O Box 2870-20100, Nakuru Tel; 051-2214142 www.nakuru.go.ke Email: supply chain@nakuru.go.ke</p>
2.12	2% of the tender value in the form of a bank guarantee from a reputable bank or from an insurance firm.
2.13	Tenders shall remain valid for 120days from the deadline date of submission of tender

2.14	The bidders must submit tenders through IFMIS Portal.
2.142	Tender documents not initialized will be considered non-responsive and will be rejected.
2.181	The day, date and time of closing the tender will be FRIDAY 16TH FEBRUARY 2018 10am. (East Africa Time).

2.22 Evaluation and Comparison of Tenders		
For both Underwriters and Brokers		
Mandatory Requirements for Motor Vehicle Insurance Service		
	No. Requirements	Responsive or Not Responsive
	MR 1	Evidence of registration with IRA and a certified copy of current license be submitted
	MR 2	Audited accounts for the last three financial years 2014/15, 2015/16, 2016/17.
	MR 3	Certificate of Registration/Incorporation.
	MR 4	Registered offices and respective physical addresses
	MR 5	Dully filled and signed Form of Tender
	MR 6	The Current Trading License/ Business Permit (2018)
	MR 7	Evidence AKI/AIB membership
	MR 8	A valid Tax compliance certificate
	MR 9	Proof of Re-insurance Treaty. (Attach Copy)
	MR 10	Evidence that the person is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing;
	MR 11	That the person is not

		debarred from participating in procurement proceedings	
	MR 12	Tender Security of 2% from a reputable bank or an approved Insurance Company. Valid for 150 days	
	MR 13	Professional Indemnity Cover of at least Kshs 10 Million (attach copy)	
	MR 14	Must submit a dully filled up Confidential Business Questionnaire in format provided	
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Fourteen mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.		

B.	GENERAL REQUIREMENTS	
B1.	Financial Capability (As supported by Audited Accounts for the last three (3) years 2014/15, 2015/16, 2016/17.	5
B2.	Indicate having undertaken similar assignment with at least 5 Public Entities for the last 3 years (attach documentary proof)	5
B3.	Maximum accumulative Volume of Business in a year handled in the last three years (Attach Evidence of satisfactory performances e.g. letters of recommendation, Final payments or contract documents - Above 60 million 15 marks - 40-60 million 10 marks - 25-40 million 8 marks	15

	- 10-25 million	5 marks	
C	TECHNICAL REQUIREMENTS		
C1.	Proposed approach and methodology to carry out the services - An elaborate methodology of asset valuation and claims procedure.		10
C2.	Litigation History		5
C3.	Document Conformity/Presentation in the required format(sanctity of the documents)		5
C4	Key personnel for specialized works with their detailed CV'S (a) qualification of the Key personnel and experience in a similar field (i) Master's Degree- 20 mark (ii) Degree 15 marks (iii)Diploma 10 marks (iv)Professional qualification 5 marks		25
	(b) experience (i) Over 5 years 15 marks (ii) 5-3 years 10 marks (iii)Below 3 years 5 marks		15
C5	<u>Equipment</u> (i) Towing charges limit 6 marks (ii) Break down 4 marks		10
C6	Value add-ons above the Standard Cover		5
	Only firms scoring 70 points will be considered for further evaluation. Those that will make 70 points or above will proceed to final evaluation whereby technical score will be weighted at 80% while financial at 20% . The firm that ranks the highest in the weighted score will be invited for negotiation in consideration for final award If information is found to be false, the company will be disqualified. N/B: The Financial Evaluation will be done as per the IRA requirements		100

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

3.5. Patent Rights

3.5.1 The Contractor shall indemnify The County Government of Nakuru 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.

2.29 Performance Security

2.29.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to The County Government of Nakuru 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 Nakuru 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 Nakuru and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by PPOA

- d) Letter of credit or
- e) Guarantee by deposit taking a Micro Finance Institution, The Youth Enterprise Fund, or Women Enterprise Fund

3.6.4 The performance security will be discharged by The County Government of Nakuru 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 Nakuru 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

3.8.2. Payment shall be made promptly by The County Government of Nakuru, 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 charged 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 Nakuru'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 The County Government of Nakuru 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 Nakuru's prior written consent.

3.11. Termination for Default

3.11.1 The County Government of Nakuru 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 Nakuru.
- (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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru 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 Nakuru.

3.13. Termination for Convenience

3.13.1 The County Government of Nakuru 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 Nakuru 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 Nakuru 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist The County Government of Nakuru in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of The County Government of Nakuru and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

4.1. **CONDITIONS TO BE MET BY THE INSURANCE COMPANY**

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs.300M
- 4.1.3 Must have a Professional Indemnity Insurance Cover of at least Kshs.10 Million and a copy be submitted
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous 3 years
- 4.1.6 Must have total number of management staff of at least ___10 (No) and cv's of the five top managers
- 4.1.7 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 Must submit Ratio(s) of claims paid to claims reported for the last three years
- 4.1.10 Provide evidence that the Company has been registered and in operation for the last (5) Years
- 4.1.11 All brokers participating in this tender must submit their tender through a reputable underwriter meeting the conditions set up in 4.2 below
- 4.1.12 Must submit declaration that they have never been debarred from any related undertaking
- 4.1.13 Avail a valid IRA license

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

Reference of general conditions of contract	Special condition of contract
2.29 Performance security	The bid bond shall be converted to a performance bond for the successful bidder
3.7 Delivery of Services	As specified in the tender document
3.8 Payment	To be agreed upon by the County Government
3.9 Price adjustment	Price may change on a prorate basis on the number of the Members covered
3.16 Applicable law	Laws of Kenya
3.18 Notices	The County Secretary and Head of Public Service Nakuru County Government P. O. Box 2870-20100, Nakuru Tel; 051-22114142 www.nakuru.go.ke Email: supply chain@go.ke

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing schedule of requirements.

1. The schedule of Requirements shall be included in the tender documents by The County Government of Nakuru and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26
4. **Note: Bidders must do valuation of all the motor vehicles before bidding and valuation report be submitted with the bid documents.**

NO	STATION	Delivery Time
1	County Government Of Nakuru	01/03/2017– 28/02/2018

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

S/No.	REG. No.	MAKE	VALUE TO BE COVERED (after valuation)	RISK
1.	32 CG 018A	Toyota Fortuner		Comprehensive
2.	32 CG 054A	Toyota d/cab		Comprehensive
3.	32 CG 043A	Ford Ranger		Comprehensive
4.	32 CG 009A	Toyota Land cruiser		Comprehensive
5.	32 CG 007A	Toyota Land cruiser		Comprehensive
6.	32 CG 001A	Toyota Prado		Comprehensive
7.	KBY 615C	Toyota D/Cab		Comprehensive
8.	KBY 860C	Toyota D/Cab		Comprehensive
9.	KBQ 164D	Toyota Van		Comprehensive
10.	KAM 053T	Tractor M/F		Comprehensive
11.	KBQ 178D	Toyota P/Up		Comprehensive
12.	KAV 315 E	Isuzu FSR		Comprehensive
13.	KAB 099Q	Mitsubishi		Comprehensive
14.	GK A347	Mercedes Benz		Comprehensive
15.	KAR 581L	Nissan/HB		Comprehensive
16.	KBQ 165D	Toyota Van		Comprehensive
17.	32 CG 014A	Toyota D/Cab		Comprehensive
18.	32 CG 047A	Toyota Ambulance		Comprehensive
19.	32 CG 049A	Toyota Ambulance		Comprehensive
20.	32 CG 006A	Toyota Ambulance		Comprehensive
21.	KBR 803U	Toyota P/Up		Comprehensive
22.	32 CG 008A	Toyota Ambulance		Comprehensive
23.	32 CG 053A	Toyota Van		Comprehensive
24.	32 CG 048A	Toyota Ambulance		Comprehensive
25.	32 CG 034A	Ford Ranger		Comprehensive
26.	32 CG 035A	Ford Ranger		Comprehensive
27.	32 CG 036A	Ford Ranger		Comprehensive
28.	32 CG 037A	Ford Ranger		Comprehensive
29.	32 CG 038A	Ford Ranger		Comprehensive
30.	32 CG 040A	Ford Ranger		Comprehensive
31.	32 CG 041A	Ford Ranger		Comprehensive
32.	32 CG 042A	Ford Ranger		Comprehensive
33.	KBR 801U	Toyota P/Up		Comprehensive
34.	32 CG 044A	Ford Ranger		Comprehensive
35.	32 CG 061A	Nissan Alemera		Comprehensive
36.	32 CG 062A	Nissan P/Up		Comprehensive

37.	32 CG 063A	Nissan P/Up		Comprehensive
s38.	KCC 193A	Isuzu NQR		Comprehensive
39.	GKB 775F	Land Kispi		Comprehensive
40.	GKB 778F	Mitsubishi D/Cab		Comprehensive
41.	KBZ 471D	Sany Grader		Comprehensive
42.	KBY 755c	Nissan UD		Comprehensive
43.	KBR 836U	New Holland Tractor		Comprehensive
44.	KBZ 935D	Isuzu FVZ		Comprehensive
45.	KBY 933C	Sanny Grader		Comprehensive
46.	KBY 934C	Sanny Grader		Comprehensive
47.	KBY 913C	Shantui Dosser		Comprehensive
48.	KBY 799C	Shantui Dosser		Comprehensive
49.	32 CG 050A	Shantui Grader		Comprehensive
50.	32 CG 051A	Shantui Grader		Comprehensive
51.	32 CG 052A	Shantui Grader		Comprehensive
52.	32 CG 057A	Man Water Tanker		Comprehensive
53.	32 CG 046A	M/Ferguson		Comprehensive
54.	KCD 945G	Sinotruck Fire Engine		Comprehensive
55.	KCD 946G	Sino Truck Engine		Comprehensive
56.	KBY 355C	Toyota Corolla		Comprehensive
57.	GVN032A	Toyota Prado		Comprehensive
58.	KBQ 132D	Isuzu Fur		Comprehensive
59.	32 CG 003A	Toyota Fortuner		Comprehensive
60	32 CG 004A	Toyota Fortuner		Comprehensive
61	32 CG 011A	Toyota Fortuner		Comprehensive
62	32 CG 012A	Toyota Fortuner		Comprehensive
63	32 CG 013A	Toyota D/Cab		Comprehensive
64	KAW 664Z	Toyota D/Cab		Comprehensive
65	32 CG 016A	Toyota Fortuner		Comprehensive
66	32 CG 017A	Toyota Fortuner		Comprehensive
67	32 CG 018A	Toyota Fortuner		Comprehensive
68	32 CG019A	Toyota Fortuner		Comprehensive
69	32 CG 020A	Toyota Fortuner		Comprehensive
70	32 CG 021A	Toyota Fortuner		Comprehensive
71	32 CG 022A	Toyota Fortuner		Comprehensive
72	32 CG 054A	Toyota D/Cab		Comprehensive
73	32 CG 059A	Toyota D/Cab		Comprehensive
74	KBY 607C	Toyota D/Cab		Comprehensive
75	KBY 362A	Toyota D/Cab		Comprehensive
76	KBY 614C	Toyota D/Cab		Comprehensive
77	KBY 615C	Toyota D/Cab		Comprehensive
78	KAR 568L	Isuzu FSR		Comprehensive
79	KBY 858C	Toyota D/Cab		Comprehensive
80	32 CG 058C	Toyota D/Cab		Comprehensive
81	32 CG 045A	Toyota Ambulance		Comprehensive

82	GKA 889S	Nissan Handbody		Comprehensive
83	GKA 923X	Land rover 110		Comprehensive
84	KAR 583L	Nissan Patrol		Comprehensive
85	KBQ 182D	Toyota P/up (Matatu Body)		Comprehensive
86	KBY 617C	Toyota D/Cab		Comprehensive
87	KBG 244C	Suzuki Maruti		Comprehensive
88	GKA 954L	Toyota Hiace		Comprehensive
89	GKA 167M	Nissan D/Cab		Comprehensive
90	32CG 001A	Toyota Prado		Comprehensive
91	32CG 002A	Toyota Prado		Comprehensive
92	KAB 121Q	Mitsubishi Lorry		Comprehensive
93	KAB 117Q	Mitsubishi Lorry		Comprehensive
94	KAM 044T	Nissan Uruan		Comprehensive
95	GVN 032B	Toyota Prado		Comprehensive
96	KAN 042P	Ford Tractor		Comprehensive
97	KAR 571L	Ford Tractor		Comprehensive
98	KAS 448	Sammy Tractor		Comprehensive
99	KAN 973U	Ford Tractor		Comprehensive
100	KBJ 705U	Suzuki Maruti		Comprehensive
101	KBJ 704U	Suzuki Maruti		Comprehensive
102	KBJ 703U	Suzuki Maruti		Comprehensive
103	KBG 245C	Suzuki Maruti		Comprehensive
104	KAV 436A	Toyota G- Touring		Comprehensive
105	KAB 162Q	Peugeot 504. S/Wagn		Comprehensive
106	KBJ 710U	Suzuki Maruti		Comprehensive
107	KBJ 709U	Suzuki Maruti		Comprehensive
108	KAW 691Z	Nissan D/Cab		Comprehensive
109	KWE 274	Nissan Uruan		Comprehensive
110	KAM 037T	Isuzu FRR		Comprehensive
111	KAW 243Z	Toyota P/Up		Comprehensive
112	KBQ 112D	Nissan Ambulance		Comprehensive
113	KBJ 771U	Nissan UD		Comprehensive
114	KBG 279C	Isuzu School Bus		Comprehensive
115	KAW 029T	Ford Ranger		Comprehensive
116	KAW 850U	Isuzu WQR		Comprehensive
117	KBQ 250C	Isuzu FSR		Comprehensive
118	KBG 286C	Isuzu DMAX		Comprehensive
119	KBG 285C	Isuzu DMAX		Comprehensive
120	KBJ 776U	Ford Ranger		Comprehensive
121	KBL 019G	Yamaha Motocycle		Comprehensive
122	KBL 012G	Yamaha Motocycle		Comprehensive
123	GKA 234K	Suzuki		Comprehensive
124	KUW 374	Komatsu		Comprehensive
125	KWE 173	Hanomag		Comprehensive
126	GKA 520T	Ford Ranger		Comprehensive

127	KAW 218Z	Tractor		Comprehensive
128	GKA 550U	Isuzu DMAX		Comprehensive
129	32CG 015A	Toyota D/Cab		Comprehensive
130	KCC 771	Isuzu NQR		Comprehensive
131	32CG 064A	Nissan D/Cab		Comprehensive
132	GKA 882T	Toyota D/Cab		Comprehensive
133	KBG 298C	Toyota D/Cab		Comprehensive
134	32CG 060A	Shantui		Comprehensive

INDICATE THE FOLLOWING LIMITS

- Towing charges limit
- Windscreen/ glass limit
- Repair authority limit
- Vehicle occupants emergency medical expenses limit

N/B this contract will be annual but may be renewed one year if the service provider's performance is found to be sufficiently satisfactory.

- 1) The list of vehicles given above is provisional and may change from time to time depending on the size/condition of the fleet of vehicles at the time of invoicing.

SECTION IV DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderer's to respond realistically and competitively to requirements of The County Government of Nakuru .Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

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 Nakuru.
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 The County Government of Nakuru.

Form of Tender

To: _____ Date _____
Name and address of The County Government of Nakuru _____
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 _____ 2017

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.		
2.		
3.		
4.		
5.		

Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between
[name of Procurement entity] of [country of Procurement entity]
(hereinafter called The County Government of Nakuru”) of the one part and
[name of tenderer] of [city and country of tenderer]
(hereinafter called “the tenderer”) of the other part:

WHEREAS The County Government of Nakuru invited tenders for the Motor vehicle 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 Nakuru’s Notification of Award
3. In consideration of the payments to be made by The County Government of Nakuru to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The County Government of Nakuru to provide the medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The County Government of Nakuru 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 County Government of Nakuru)

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

MANDATORYCONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants who choose to participate in this Tender)

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

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

Name of Applicant(s).....
.....

Part 1: General:

1.1: Business Name
.....
.....

1.2: Certificate of Incorporation/Registration No:.....

1.3: Location of business premises
.....

1.4: Plot No.
.....
.....

1.5: Street/Road
.....
.....

1.6: Postal Address
.....
.....

1.7: Office Tel. No.
.....
.....

1.8: Mobile:.....
.....

1.9: Fax
No:.....
.....

1.10: Email
Address.....
.....

1.11: Website.....
.....

1.12: Nature of business:(Indicate whether Manufacturer, Distributor
e.t.c).....

1.13: Contact Person (Full
Names).....

(a) Directors Name and Mobile
Nos:.....

(b) If not Director, Title..... Power of
Attorney (Yes/No) if yes, attach written document.

1.14: Maximum value of business which you can handle at any one time Kshs.
.....

1.15: Name of your bankers Branch
.....

Part 2(a) – Sole Proprietor:

2a.1: Your name in full Age
.....

2a.2: Nationality Country of origin
.....

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

.....
.....

Part 2(c) – Registered Company:

2c.1: Private or public

.....

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.
Issued Kshs.

2c.3: Give details of all directors as follows

	Name Shares	Nationality	Citizenship Details
1.
2.
3.
4.
5.

Date..... Signature of Tenderer
.....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of The County Government of Nakuru?

Yes..... No:.....

3.2: If answer in '3.1' is **YES** give the relationship:.....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organization Subsidiaries or Joint Ventures?
Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....
.....
.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by The County Government of Nakuru to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....
No.....

3.6: If answer in '3.5' above is YES give details.....

.....
.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in '3.9' above is YES give
details.....

.....
.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my
knowledge and belief.

Date:..... Signature of
Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth,
Naturalization or registration.

TENDER SECURITY FORM

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid
[name of Bidder]

Datedfor provision of Medical Insurance cover (hereinafter called <the tender?>
[Date of submission of bid]

KNOW ALL PEOPLE by these presents that WE
of.....having
[name of bank] [name of country]

our registered office at (hereinafter called <the The County Government of Nakuru> in
[name of The County Government of Nakuru]

the sum of Kshs..... for which payment well and truly to be made to
[state the amount]

County Government of Nakuru, the Bank binds itself, its successors, and assigns by these presents. Sealed

with the Common Seal of the said Bank this day of200.....

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by The County Government of Nakuru on the Form; or
2. If the tender, having been notified of the acceptance of its tender by The County Government of Nakuru during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or

Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to The County Government of Nakuru up to the above amount upon receipt of its first written demand, without The County having to substantiate its demand, provided that in its demand The County 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.

Signature:.....

Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

County Government of Nakuru
P.O. Box 2870 – 20100 GPO
NAKURU

WHEREAS

..... [Name
of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of
Contract No..... [reference number of the contract] dated
20.....to offer service[*Tender
Motor vehicle insurance covers*] (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]

OATHS AND STATUTORY DECLARATION FORM

**REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT
CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE
PUBLIC PROCURMENT AND DISPOSAL ACT NO. 3 OF 2005**

I,..... Of P.O
Box.....
Being a resident of..... in the Republic of Kenya
do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... render services and/or carry out works for County Government of Nakuru and duly authorized and competent to make this Affidavit.

2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Nakuru County Government which is the The County Government of Nakuru.

3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of The County Government of Nakuru.

4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 20.....}

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

LETTER OF NOTIFICATION OF AWARD

Address of the County
Government of Nakuru

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..... OF20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*The County Government of Nakuru*)

Request for review of the decision of the..... (*Name of the The County Government of Nakuru*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 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 of20.....

SIGNED
Board Secretary