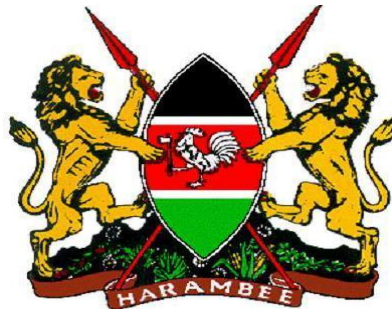


# **COUNTY GOVERNMENT OF KIAMBU**



**TENDER NO: KCG/T/024/2018/2019.**

**PROVISION OF INSURANCE SERVICES FOR MOTOR  
VEHICLES, PLANT & MACHINERY.**

**TENDER DOCUMENT**

**CLOSING DATE: ...4<sup>th</sup> June, 2018**

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**SECTION I - INVITATION FOR TENDERS**

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**TENDER REF. NO. KCG/T/024/2018/2019**

**PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES, PLANT & MACHINERY.**

- 1.1 The County government of Kiambu invites sealed tenders from eligible candidates for **PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES, PLANT & MACHINERY.**
- 1.2 Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.
- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at the **office of director procurement ground floor room 15B governor's office Thika.**
- 1.4 A complete set of tender documents shall be obtained by interested candidates from our website Free of charge; [www.kiambu.go.ke](http://www.kiambu.go.ke)
- 1.5 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.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box located at the entrance of room 15B of Thika Sub- County offices not **later ...4<sup>TH</sup> ..June, 2018**

Or addressed to:

The Chief office Finance & Economic planning,  
County Government of Kiambu  
P.O Box 2344-00900  
Kiambu

- 1.7 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 9.00 a.m. in county Government of Kiambu Thika Sub-County offices outside room 15B .
- 1.8 Canvassing or lobbying for the tender shall lead to automatic disqualification.

## 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 of Kiambu's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Kiambu to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Kiambu, 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 tender document can be downloaded from our website for free:  
[www.kiambu.go.ke](http://www.kiambu.go.ke)
- 2.2.3 The County Government of Kiambu shall allow the tenderer to review the tender document free of charge before purchase.

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

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

- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify the County Government of Kiambu by post, fax or by email at the County Government of Kiambu's address indicated in the Invitation for tenders. The County Government of Kiambu 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 Kiambu. 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 Kiambu 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 Kiambu, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment/addendum 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 Kiambu, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

2.6.1 The tender, all correspondence and documents relating to the tender exchanged by the tenderer and the County Government of Kiambu, 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 Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract to be Kenya Shillings.

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 Kiambu'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 Kiambu 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 PPRA.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the County Government of Kiambu 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 Tender Security shall be valid at least thirty (30) days beyond the tender validity period

2.12.8 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



2.12.9 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

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

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

2.13.2 In exceptional circumstances, the County Government of Kiambu 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 separately prepare a **One Original** and a **Copy of The Original** for submission to the procuring entity clearly marking the envelope containing the proposals as either ORIGINAL or **COPY and sealed in one envelope.**

Each copy shall be properly bound. Each copy will be deemed to contain exactly the same information as the original i.e. copy

Shall be a replicate of the original. Where there is any discrepancy between the original and the copy of the Tenderer's documents, the original shall govern.

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

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

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

2.15.1 They shall seal the original and the copy of both the technical and financial proposals in the same document , duly marking the envelopes as “**ORIGINAL** and the envelopes shall then be sealed in an outer envelope or package.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the County Government of Kiambu 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 4<sup>TH</sup> JUNE, 2018.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the County Government of Kiambu will assume no responsibility for the tender’s misplacement or premature opening.

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

**2.16.1** Tenders must be received by the County Government of Kiambu at the address specified under paragraph 2.15.2 not later than **09.00 am on ...4TH.. JUNE, 2018.**

2.16.2 The County Government of Kiambu 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 Kiambu and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the County Government of Kiambu as provided for in the appendix.

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

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed

Confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The County Government of Kiambu will open all tenders in the presence of tenderers' representatives who choose to attend in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the County Government of Kiambu, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The County Government of Kiambu will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the County Government of Kiambu 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 Kiambu in the County Government of Kiambu'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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu'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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu'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 Kiambu requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.
- (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 Kiambu 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 Kiambu**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the County Government of Kiambu 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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu 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. Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.
- c. The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- d. Legal capacity to enter into a contract for procurement
- e. 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.
- f. Shall not be debarred from participating in public procurement.

## **2.26. County Government of Kiambu's Right to accept or Reject any or all Tenders**

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

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

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

## **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the County Government of Kiambu 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 Kiambu 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 Kiambu 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 County Government of Kiambu 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 Kiambu.

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 Kiambu.

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

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



## **Appendix to instructions to Tenderers**

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

<b>Instruction to tender reference</b>	<b>Particulars of Appendix to instructions to tenderers</b>		
2.1.1	<i>Invitation is Open to Underwriters Only.</i>		
2.2.2	<i>Tender document can be Downloaded for free From Our Website</i>		
2.3.1	<i>Others that will form part of tender document is Appendix to Instruction To Tenderers (ITT) Price schedule submitted by the tenderer, technical specifications and Notification of award</i>		
2.4.1	<i>Clarification must be in writing and may be sought via email or via post</i>		
2.12.1	<b>Bank Guarantee of Kshs. 1,000, 000</b> from recognized Commercial Bank regulated by Central Bank of Kenya		
2.13.1	<i>Tender validity shall be <b>120 days</b> from the closing date of the tender. It is worth noting 2.12.7 has not been amended</i>		
2.14	One original and one copy properly bound and document <b>MUST be sequentially numbered/ paginated and initialed on all pages including attachments. In case of any conflict between original and copy, original will prevail</b>		
2.15	The tender document will be addressed to County Secretary through address provided in tender advert clearly marked DO NOT OPEN BEFORE ...4 <sup>th</sup> ./06/2018		
2.16.1	<i>Closing date ...4<sup>th</sup> ./06/2018</i>		
2.16.3	<i>In case a tenderer submit a Bulky tender before closing date, it shall be received/deposited by/with Head of Procurement Function; who shall store them in a lockable safe/drawer. On the closing day/time, but before sealing of tender box, the head of procurement function will present the all bulky document (if any) at tender box and other tenderers/representative will witness the same. It is at the discretion of Tenderers whose bid are bulky to submit them on closing date/time if they wish not to submit earlier; this is in pursuant to Section 77 (7) of the Act, 2015</i>		
2.18.1	<i>Opening date will be ...4<sup>th</sup> ./06/2018</i>		
2.20 and 2.22	<b><u>Stage one: preliminary stage</u></b> <i>The following will form mandatory evaluation criteria to check on responsiveness of bid.(must)</i>		
	<b>S. N O</b>	<b>EVALUATION CRITERIA</b>	
		<b>Yes /No or R/N R</b>	
	1.	Certified Copy of Certificate of Incorporation/Registration	
	2.	Proof of registration as a member of AKI for the current year 2018	
	3.	Certified copy of registration certificate from IRA for 2018	
	4.	A valid Single business permit from County Government for 2018	
	5.	Duly filled, signed and stamped, Confidential Business Questionnaire.	
	6.	Submit copies of audited accounts for the latest three (3) financial years (2015, 2016 & 2017)	

7.	Valid Tax Compliance Certificate	
8.	Valid NSSF Clearance certificate	
9.	Valid NHIF Clearance certificate	
10.	Must have been in existence for the last Five years providing General Insurance Services ( <i>Attach copies of IRA registration certificates for the last Five Years</i> )	
11.	Must have had a General Insurance premium turnover of at least Kshs100 Million in each of the last 3 years. ( <i>Please Tabulate and specify premiums for ease of calculations for each category.</i> )	
12.	Original and copy of Tender document MUST be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments	
13.	Submit a tender security of Kshs.1, 000,000 in form of a bank/insurance guarantee from commercial banks.	
14.	A copy of a professional Indemnity Insurance Policy with a minimum limit of Kshs. 100 million.	

**Stage two: Technical Evaluation criteria**

S. No	Technical Criteria	Score	
1.	List of (5) current Corporate Clients indicating annual premium of 25million underwritten for the last five years Attach copy of LSO/ Contract document (2 marks for each)	10	
2.	Recommendation letters from five (5) Public Institutions in client letter head (other County Government, Ministries, Parastatals or SAGAs) (3 marks each). a letter of reference from client should have details of summary of service rendered, value of contract, name of contact person, address and telephone numbers	16	
3.	<b>Financial capability for the last three years:</b> Liquidity ratio; <input type="checkbox"/> 1: 1 ratio (4 Mark each year) <input type="checkbox"/> Less – 0 point	12	
	Average General premium turnover for the last one year - 2 marks for every Kshs. 100 Million handled ( <i>Please Tabulate and specify premiums for ease of calculations for each category.</i> ) (Max -8 marks)	8	
4.	Operational, Methodology and work plan For Claims Settlement	10	
5.	Detailed Company Profile	5	
6.	General spread of indicated Service Providers– Provide a list (2 Marks For each provider)	10	
7.	Professi onal qualific ations and experie nce of the	ACII/AIHK certification –Managers/Principal Officer with certification	15
	Attach CV- 2 point for each CV	6	

	Managers – at least 3			
8.	Professional qualifications and experience of two other technical personnel – at least four technical staff	ACII/AIHK certification – 1/2 points for each Technical Staff with certification	2	8
		Attach CV- 2 point for each CV	6	6
AGGREGATE SCORE				100
<p><i>N/B – Kiambu County Government (KCG) reserve the right to carry out independent confirmations from the clients to confirm authenticity of information submitted by tenderer. Should any tenderer be found to have given false information shall have their tender rejected and information submitted to Authority (Public Procurement Regulatory Authority-PPRA) for debarment pursuant to Section 54 (5) and 41 (1) (d) of the Act, 2015.</i></p> <p>a)</p> <p><b>NB: Only Tenderers scoring a minimum of 75% of the total technical score (stage two) shall proceed to stage three (financial Stage)</b></p> <p><b><u>Stage three: financial evaluation stage</u></b></p> <p>i. This will involve Ranking of prices</p> <p>ii. To the bidder who has been ranked lowest; it is at the discretion of evaluation committee to conduct <b>DUE DILIGENCE</b></p> <p>iii. Make recommendation of award; Award Criteria: Lowest quoted tender</p>				
2.24	Evaluation committee will conduct due diligence to confirm that all document submitted are true including asking Referee for a confidential report about would be successful bidder and writing to named hospital to establish whether they have service agreement with would be successful bidder			
2.25.1	<i>Tender will be awarded to substantially responsive tenderer with lowest quoted tender price.</i>			
2.26.1	<i>KCG has the responsibility of informing the tenderers of cancellation of this tender and give reasons thereof.</i>			
2.27.2	<i>As provided in section 87 of the Act, 2015</i>			
2.28	<i>Contract will be created after 14 days from date of Notification but not later than 30 days</i>			
2.28.3	<i>This contract will be for one year period of 12 months calendar. The contract may be extended for a period of another one year subject to performance. KCG will prepare a questionnaire to assess performance of contractor after six months to inform decision for extending upon expiry of</i>			

	<i>the first one year period from date of signing contract.</i>
2.29	<i>It will be ten per cent (10%) of the contract amount from a reputable bank</i>

## **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 Kiambu 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 Kiambu under the Contract.

(d) **“The County Government of Kiambu”** means the organization procuring the services under this Contract

(e) **“The Contractor”** means the organization or firm providing the services under this Contract.

(f) **“GCC”** means the General Conditions of Contract contained in this section.

(g) **“SCC”** means the Special Conditions of Contract

(h) **“Day”** means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Contractor shall not, without the County Government of Kiambu'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 Kiambu 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 Kiambu'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 Kiambu and shall be returned (all copies) to the County Government of Kiambu on completion of the contract's or performance under the Contract if so required by the County Government of Kiambu.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

3.6.4 The performance security will be discharged by the County Government of Kiambu 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 Kiambu 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 Kiambu, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

### **3.9. Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the County Government of Kiambu's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the County Government of Kiambu 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 Kiambu's prior written consent.

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

3.11.1 The County Government of Kiambu 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 Kiambu.



- (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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu 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 Kiambu.

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

3.13.1 The County Government of Kiambu 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 Kiambu 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 Kiambu 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**

<b>General Conditions of the Contract Reference</b>	<b>Special Conditions of the Contract</b>
3.6	The performance security shall be 10% of the premium and in the form of a bank guarantee in the format provided and it shall be issued by the Insurance Company
3.7	The provision of insurance services will be on an annual basis from the date of signing the contract or any other date specified in the tender document and renewable thereafter depending on performance of each individual policy for the Next three years.
3.8	The payment period shall be within 30 days upon receipt of the invoice.
3.9	<ul style="list-style-type: none"> <li>• Price adjustments not applicable except for changes in Government taxes or other legislation affecting Insurance in Kenya. Approval must be obtained from the County Accounting Officer in accordance with the Public Procurement and Asset Disposal Act 2015 and Regulations 2006.</li> <li>• The County reserves the right to amend the values any time</li> </ul>
3.14	<b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	<b>Laws of Kenya</b>
3.18	The Client: <b>County Government of Kiambu P.O. Box 2344-00900 KIAMBU, KENYA.</b>
Other's as Necessary	The contract will be for an initial period of 1 years from the date of commencement with a possible renewable of up to maximum of one (1) year subject to Satisfactory performance.

## SECTION V - SCHEDULE OF REQUIREMENTS

### 1. GENERAL

The County seeks to engage an insurer to provide insurance services for motor vehicle insurance as per details provided in section VI:- Description of services:-

The contract will be for an initial period of two years (2) year from the date of commencement with a possible renewable of up to maximum of one (1) year subject to satisfactory performance. During this period, the insurer will be required to maintain all the required licenses.

The current fleet of vehicles is as below.

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	As per list below		
2.			
3.			

### (2) OTHERS DETAILS.

The scope of services for the Insurance Company will include and not limited to the following: -

- i. Structuring and obtaining optimum policy covers for the vehicles provided above.
- ii. Issue Policy Documents and any Endorsement there-in in conformity with specifications in the Tender document and not restrict cover by way of warranties or endorsements or special conditions subsequent to award. Should this occur, The County shall call on the tender security.
- iii. Ensure proper claims administration by fully coordinating prudent requirements between The County Government of Kiambu and itself.
- iv. Ensure all fully documented claims are settled within twenty-one (21) days.
- v. Ensure preparation of monthly claims bordereaux reports, which must be submitted to The County Government of Kiambu Insurance Head by the 15<sup>th</sup> of the following month.

- vi. Negotiate amicably with the county on any other pertinent aspects of the policy that may arise during the term of policy.
- vii. Ensure motor certificates are received in county government offices, within 12 hours upon request.
- viii. Arrange quarterly meetings to review performance of the policy by 15<sup>th</sup> of the following quarter.
- ix. Carry out loss control surveys and make appropriate risk improvement recommendation.
- x. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of The County Government from time to time.
- xi. Assign a messenger to collect/deliver insurance mail on daily basis or as need arises.
- xii. Carry out periodic training of drivers as well as implement a motivational scheme.
- xiii. Such other service as may be related or ancillary to the due performance of the above work.

**(3) FACILITIES TO BE PROVIDED BY THE COUNTY**

- i. Provide information required for the Assignment within reasonable time of request.
- ii. Provide timely comments and or documents prepared for the Assignment.
- iii. Provide any such details as may be requested by tenderer
- iv. Provide premises and facilitate meetings.
- v. Facilitate and co-ordinate Loss Control Surveys.

**SECTION VI-DESCRIPTION OF SERVICES**

**(A) MOTOR PRIVATE COMPREHENSIVE COVER-SALOON CARS**

POLICY	Motor Private Comprehensive Insurance
PERIOD	One year from the date of Contract signing, Renewable annually
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (saloon cars) and legal liability arising out of staff cars/vehicles owned or operated by the County.
INTEREST AND SUM INSURED	As per schedule annexed hereof
LIMITS OF LIABILITY	<p>(i) Liability to third Parties, Death or Bodily injury.....Unlimited</p> <p>(ii) Third Party Property.....Kshs.10 million</p> <p>(iii)Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified</p> <p>(iv) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified</p> <p>(vi) Protection, recovery and removal.....Kshs.50,000/=</p> <p>(vii) Repair Authority.....Kshs.50,000/=</p> <p>(viii) Medical Expenses.....Kshs.100,000/=</p> <p>(ix) Music System/Radio .....Kshs.50,000/=</p> <p>(x) Windscreen/window glass.....Kshs. 50,000/=</p> <p>(xi) Personal effects.....kshs.100,000/=</p>
EXCESS	<p>a) Own damage 2.5% of claim maximum Kshs.10,000/=</p> <p>b) Theft with anti- theft device 10% Sum Insured Maximum 20,000/=</p>

	<p>c) Theft without anti-theft device 20% Sum Insured Maximum 20,000/=</p> <p>d) Theft with tracking device 2.5% Sum Insured Maximum. 20,000/=</p> <p>e) Third party damage 7500/=</p> <p>f) Young and inexperienced driver 5000/= additional</p>
CANCELLATION NOTICE	Sixty (60) Days
APPLICABLE CLAUSES	<ol style="list-style-type: none"> <li>1. legal liability to Third parties</li> <li>2. Liability of passengers(for passengers acts of negligence)</li> <li>3. Indemnity to legal representatives in case of death of insured</li> <li>4. Strike, riot and civil commotion extension</li> <li>5. Indemnity whilst vehicle is in the custody or control of a motor trader</li> <li>6. Windscreen/window glass damage</li> <li>7. Unspecified radio/cassette</li> <li>8. Replacement parts(accessories and spare parts)</li> <li>9. All special perils</li> <li>10. Financier's interest</li> <li>11. Protection, recovery and removal after an accident</li> <li>12. Repair Authority</li> <li>13. Medical Expenses</li> <li>14. Towing disabled vehicles</li> <li>15. Representation and defense</li> <li>16. Waiver of formal proposal form</li> <li>17. Personal effects.....Kshs.100,000/=</li> <li>18. Political Risks</li> <li>19. sabotage and terrorism Extension</li> <li>20. Geographical area-East Africa</li> <li>21. Legislation</li> <li>22. Authorized driver</li> </ol>

	23. Lock clause
Geographical area	East Africa
REMARKS	Indicate premium rates.

**(B) MOTOR PRIVATE COMPREHENSIVE COVER-PICK UPS**

POLICY	Motor Private Comprehensive Insurance-Pick ups
PERIOD	One year from the date of Contract signing, Renewable annually
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (pick-ups) and legal liability arising out of pick-ups/utility vehicles Owned or operated by the County Government.
INTEREST AND SUM INSURED	As per schedule annexed hereof
LIMITS OF LIABILITY	<p>(i) Liability to third Parties, Death or Bodily injury.....Unlimited</p> <p>(ii) Third Party Property.....Kshs. 10 million</p> <p>(iii) Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified</p> <p>(iv) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified</p> <p>(vi) Protection, recovery and removal.....Kshs.100,000/=</p> <p>(vii) Repair Authority.....Kshs.100,000/=</p> <p>(viii) Medical Expenses..... Kshs.100,000/=</p> <p>(ix) Radio/Music System.....Kshs.50,000/=</p> <p>(x) Windscreen/window glass.....Kshs. 50,000/=</p> <p>(xi) Personal effects – 100,000/=</p>



EXCESS	<ul style="list-style-type: none"> <li>a) Own damage 2.5% of loss maximum Kshs.10,000/=</li> <li>b) Total loss (own damage) 2.5% of sum insured maximum Kshs.50,000/=</li> <li>c) Third party property damage – kshs. 10,000/=</li> <li>d) Theft with anti-theft device 5% sum insured maximum kshs.50,000/=</li> <li>e) Theft without anti-theft device 10% of sum insured maximum kshs.50,000/=</li> <li>f) Young/inexperienced driver kshs. 10,000/=</li> <li>g) Third party personal injuries: <b>NIL</b></li> </ul>
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	<ul style="list-style-type: none"> <li>1. legal liability to Third parties</li> <li>2. Liability of passengers(for passengers acts of negligence)</li> <li>3. Indemnity to legal representatives in case of death of insured</li> <li>4. Strike, riot and civil commotion extension</li> <li>5. Indemnity whilst vehicle is in the custody or control of a motor trader</li> <li>6. Windscreen/window glass damage</li> <li>7. Unspecified radio/cassette</li> <li>8. Replacement parts(accessories and spare parts)</li> <li>9. All special perils</li> <li>10. Financier’s interest</li> <li>11. Protection, recovery and removal after an accident</li> <li>12. Repair Authority</li> <li>13. Medical Expenses</li> <li>14. Towing disabled vehicles</li> <li>15. Representation and defense</li> <li>16. Waiver of formal proposal form</li> <li>17. Personal effects.....Kshs.100,000/=</li> </ul>

	18. Political Risks 19. sabotage and terrorism Extension 20. Geographical area-East Africa 21. Legislation 22. Authorized driver 23. Lock clause
Geographical Area	East Africa
REMARKS	Indicate premium rates.

**(C) THIRD PARTY MOTOR POLICY**

POLICY	Motor Commercial Third Party Insurance
PERIOD	One year from the date of signing the contract, Renewable annually
SCOPE OF COVER	Indemnity against legal liability to third parties arising out of Motor vehicles owned or operated by the County Government.
INTEREST AND SUM INSURED	Commercial third party cover on lorries and tractors listed in the schedule below.

LIMITS OF LIABILITY	<p>(i) Liability to third Parties, Death or Bodily injury.....Unlimited</p> <p>(ii) Third Party Property.....Kshs. 10 million</p> <p>(iii)Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified</p> <p>(iv) Passenger Liability, Per Passenger..... Kshs. 4 million</p> <p>(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified</p> <p>(vi) Protection, recovery and removal.....Kshs.100,000/=</p> <p>(vii) Repair Authority..... Kshs.100,000/=</p> <p>(viii) Medical Expenses..... Kshs.100,000/=</p> <p>(ix) Radio .....Kshs.50,000/=</p> <p>(x) Windscreen/window glass.....Kshs. 50,000/=</p>
EXCESS	<p>Third party property damage 10,000/=</p> <p>Young and inexperienced drivers 10,000/=</p> <p>To be proposed by Tenderers</p>
CANCELLATION NOTICE	Sixty (60) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. Passenger legal liability</li> <li>2. Liability for passengers' acts of negligence</li> <li>3. Cover whilst being driven by a motor trader</li> </ol>

	4. Protection, recovery and removal(towage) Clause 5. Young and inexperienced driver
Geographical Area	East Africa
ADDITIONAL REMARKS	Indicate premium rates.

**(D) MOTOR COMMERCIAL COMPREHENSIVE (SPECIAL TYPE)**

POLICY	Motor Commercial Comprehensive (Special type)
PERIOD	One year for the date of signing the contract, Renewable annually
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (Ambulances & Fire Engines) and their accessories and/or spare parts and Legal liability to third parties arising out of special type motor vehicles owned or operated by the county.
INTEREST AND SUM INSURED	Commercial comprehensive cover on vehicles, comprising of fire tenders and ambulances-
LIMITS OF LIABILITY	1. Liability to third Parties, Death or Bodily injury.....Unlimited 2. Third Party Property.....Kshs. 10 million 3. Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified 4. Passenger Liability, Per Passenger..... Kshs. 4 million 5. Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified 6. Protection, recovery and removal.....Kshs.100,000/=

	<p>7. Repair expenses.....Kshs.100,000/=</p> <p>8. Medical Expenses..... Kshs.100,000/=</p> <p>9. Radio .....Kshs.50,000/=</p> <p>10. Windscreen/window glass.....Kshs. 50,000/=</p>
EXCESS	<p>(i) Own damage 2.5% of claim amount ,maximum Kshs.75,000</p> <p>(ii) Total loss (own damage) 2.5% of sum insured, maximum Kshs.50,000</p> <p>(iii)Third party property damage - 10,000/=</p> <p>(iv) Theft with anti-theft device -5% of sum insured maximum Kshs.50,000</p> <p>(v) Theft without anti-theft device 10% of sum insured, maximum Kshs.50,000</p> <p>(vi) Young/inexperienced driver- 10,000/=</p> <p>(vii) Third party personal injuries: <b>NIL</b></p>
CANCELLATION NOTICE	Sixty (60) Days
ADDITIONAL REMARKS	Indicate premium rates
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. legal liability to Third parties</li> <li>2. Liability of passengers(for passengers acts of negligence)</li> <li>3. Indemnity to legal representatives in case of death of insured</li> <li>4. Strike, riot and civil commotion extension</li> <li>5. Indemnity whilst vehicle is in the custody or control of a motor trader</li> <li>6. Windscreen/window glass damage</li> <li>7. Unspecified radio/cassette</li> </ol>

	8. Replacement parts(accessories and spare parts) 9. All special perils 10. Financier's interest 11. Protection, recovery and removal after an accident 12. Repair authority 13. Medical Expenses 14. Towing disabled vehicles 15. Representation and defense 16. Waiver of formal proposal form 17. Personal effects.....Kshs.100,000/= 18. Political Risks 19. sabotage and terrorism Extension 20. Geographical area-East Africa 21. Legislation 22. Authorized driver 23. Lock clause
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**(D)MOTOR COMMERCIAL COMPREHENSIVE COVER- TRUCKS**

POLICY	Motor Commercial Comprehensive - Lorries
PERIOD	One year from the day of signing the contract, Renewable annually
SCOPE OF COVER	Indemnity against loss of or damage to motor vehicles (lorries), accessories or its spare parts while in or on the vehicles and legal liability to third parties arising out of Lorries owned or operated by County Government.
INTEREST AND SUM INSURED	As per schedule

LIMITS OF LIABILITY	<ul style="list-style-type: none"> <li>(i) Liability to third Parties, Death or Bodily injury.....Unlimited</li> <li>(ii) Third Party Property.....Kshs. 10 million</li> <li>(iii)Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified</li> <li>(iv) Passenger Liability, Per Passenger..... Kshs. 4 million</li> <li>(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified</li> <li>(vi) Protection, recovery and removal.....Kshs.100,000/=</li> <li>(vii) Repair Authority.....Kshs.100,000/=</li> <li>(viii) Medical Expenses..... Kshs.100,000/=</li> <li>(ix) Radio.....Kshs.50,000/=</li> <li>(x) Windscreen/window glass.....Kshs. 50,000/=</li> </ul>
EXCESS	<ul style="list-style-type: none"> <li>(a) Own damage 2.5% of loss maximum Kshs.50,000/=</li> <li>(b) Total loss(own damage) 2.5% of sum insured maximum Kshs.50,000/=</li> <li>(c) Third party property damage – kshs. 10,000/=</li> <li>(d) Theft with anti-theft device-5 % of sum insured maximum Kshs.50,000/=</li> <li>(e) Theft without anti-theft device- 10% of sum insured maximum Kshs.50,000/=</li> <li>(f) Young/inexperienced driver- 10,000/=</li> <li>(g) Third party personal injuries: <b>NIL</b></li> </ul>
CANCELLATION NOTICE	Sixty (60) Days
APPLICABLE CLAUSES	<ol style="list-style-type: none"> <li>1. legal liability to Passenger</li> <li>2. Liability of passengers( for passengers acts of negligence)</li> <li>3. Indemnity to legal representatives in case of death of insured</li> </ol>

	4. Strike, riot and civil commotion 5. Indemnity whilst vehicle is in the custody or control of a motor trader 6. Windscreen/window glass damage 7. Unspecified radio/cassette 8. Replacement parts(accessories and spare parts) 9. All special perils 10. Financier's interest 11. Protection, recovery and removal after an accident 12. Repair Authority 13. Medical Expenses 14. Towing disabled vehicles 15. Representation and defense 16. Waiver of formal proposal form 17. Personal effects.....Kshs. 18. Political Risks 19. sabotage and terrorism Extension 20. Geographical area 21. Legislation 22. Authorized driver 23. Lock clause
Geographical Area	kenya
REMARKS	Indicate premium rates.

**Note:** The County Government of Kiambu is at liberty to select either a comprehensive insurance policy or a third party insurance policy for all or part of the motor vehicles listed in the price schedule. The county also reserves the right to award either in full or in part.



**SCHEDULE AND TYPE OF INSURANCE COVER  
LIST OF INSURED MOTOR VEHICLES**

<b>S/No.</b>	<b>REGISTRATION NO</b>	<b>MODEL</b>	<b>VALUE</b>	<b>TYPE OF COVER</b>
1	22CG 002A	ISUZU D/MAX	3,800,000	Comp
2	22CG 003A	TOYOTA RAV 4	3,800,000	Comp
3	22CG 004A	TOYOTA RAV 4	3,800,000	Comp
4	22CG 005A	TOYOTA VIGO	3,800,000	Comp
5	22CG 006A	TOYOTA VIGO	4,560,000	Comp
6	22CG 007A	CHEVROLET	5,000,000	Comp
7	22CG 010A	NISSAN	2,800,000	Comp
8	22CG 011A	NISSAN	2,800,000	Comp
9	22CG 015A	LANDROVER DEFENDER	4,700,000	Comp
10	22CG 018A	LANDROVER DEFENDER	4,700,000	Comp
11	22CG 019A	ISUZU D/MAX	3,800,000	Comp
12	22CG 020A	TOYOTA	3,800,000	Comp
13	22CG 021A	TOYOTA DOUBLE CAB	3,800,000	Comp
14	22CG 022A	CHEVROLET TAIL BRAZER	5,000,000	Comp
15	22CG 023A	TOYOTA	3,800,000	Comp
16	22CG 024A	TOYOTA	3,800,000	Comp
17	22CG 025A	TOYOTA	3,800,000	Comp
18	22CG 027A	ISUZU DMAX	3,800,000	Comp
19	22CG 029A	LANDROVER DEFENDER	4,700,000	Comp
20	22CG 030A	LANDROVER DEFENDER	4,700,000	Comp
21	22CG 031A	LANDROVER DEFENDER	4,700,000	Comp
22	22CG063A	VW PASSAT	4,000,000	Comp
23	22CG 065A	LANDROVER DEFENDER	4,700,000	Comp
24	22CG 066A	LANDROVER DEFENDER	4,700,000	Comp
25	22 CG 067A	TOYOTA VIGO	3,800,000	Comp
26	22CG 069A	ISUZU DMAX	3,800,000	Comp
27	22CG 070A	ISUZU DMAX	3,800,000	Comp
28	22CG 071A	ISUZU DMAX	3,800,000	Comp
29	22CG 072A	TOYOTA	3,800,000	Comp
30	22CG 073A	FORD EVEREST	4,560,000	Comp
31	22CG 074A	FORD EVEREST	4,560,000	Comp
32	22CG 076A	FORD EVEREST	4,560,000	Comp
33	22CG 077A	FORD EVEREST	4,560,000	Comp
34	22CG 079A	FORD EVEREST	4,560,000	Comp
35	22CG 080A	TOYOTA	3,800,000	Comp
36	22CG 081A	TOYOTA	3,800,000	Comp
37	22CG 082A	FORD EVEREST	4,560,000	Comp
38	22CG 085A	TOYOTA PRADO	8,500,000	Comp
39	22CG 086A	TOYOTA	5,000,000	Comp
40	22CG 087A	TOYOTA	3,800,000	Comp
41	22CG 091A	TOYOTA	3,800,000	Comp
42	22CG 093A	TOYOTA	3,800,000	Comp
43	22CG 098A	TOYOTA	3,800,000	Comp
44	22CG 100A	FORD EVEREST	4,560,000	Comp

45	22CG 215A	TOYOTA	3,800,000	3 <sup>rd</sup> party
46	22CG 216A	TOYOTA FORTUNER	3,800,000	Comp
47	22CG 228A	TOYOTA	3,800,000	Comp
48	22CG 232A	TOYOTA FORTUNER	3,800,000	Comp
49	22CG 234A	FORD EVEREST	3,800,000	Comp
50	22CG 236A	TOYOTA	3,800,000	Comp
51	22CG 243A	TOYOTA	600,000	3 <sup>rd</sup> party
52	22CG 248A	TOYOTA VIGO	3,800,000	3 <sup>rd</sup> party
53	22CG 260A	TOYOTA	3,800,000	Comp
54	22 CG 261A	CHEVROLET TAIL BRAZER	5,000,000	Comp
55	GKB 866G	LANDROVER DEFENDER	4,700,000	Comp
56	GKB 959J	JMC	3,800,000	Comp
57	GVN 022B	MERCEDES	8,000,000	Comp
58	KAN 023F	TOYOTA - grounded	250,000	3 <sup>rd</sup> party
59	KAR 128L	TOYOTA	500,000	3 <sup>rd</sup> party
60	KAR 138L	TOYOTA	300,000	3 <sup>rd</sup> party
61	KBJ 751U	TOYOTA	3,800,000	3 <sup>rd</sup> party
62	KBQ 170D	TOYOTA	3,800,000	3 <sup>rd</sup> party
63	KBV 00I Y	RANGE ROVER	8,500,000	Comp
64	KBW 377V	FORD EVEREST	4,560,000	Comp
65	KBW 378V	FORD EVEREST	4,560,000	Comp
66	KBY 821C	ISUZU DMAX	3,800,000	Comp
67	KBY 828C	ISUZU DMAX	3,800,000	Comp
68	KBZ 344S	MITUSUBISHI D/CAB	3,800,000	Comp
69	KBZ 358Z	MITUSUBISHI D/CAB	3,800,000	Comp
70	22CG 246A	TOYOTA	1,500,000	3 <sup>rd</sup> party
71	KAN 088B	ISUZU TIPPER	4,500,000	3 <sup>rd</sup> party
72	22CG 211A	ISUZU	6,500,000	3 <sup>rd</sup> party
73	22CG 084A	ISUZU DMAX	3,800,000	Comp
74	22CG 008A	ISUZU FVR	8,000,000	Comp
75	22CG 009A	BACK HOE	7,000,000	3 <sup>rd</sup> party
76	22CG 012A	SKIP LOADER	8,000,000	Comp
77	22CG 026A	BULL	26,000,000	Comp
78	22CG 033A	TOYOTA	3,800,000	Comp
	22CG 035A	LANDROVER	4,300,000	Comp
80	22CG 037A	LANDROVER	4,300,000	Comp
81	22CG 038A	LANDROVER	4,300,000	Comp
82	22CG 039A	LANDROVER	4,300,000	Comp
83	22CG 040A	LANDROVER	4,300,000	Comp
84	22CG 041A	LANDROVER	4,300,000	Comp
85	22CG 042A	LANDROVER	4,300,000	Comp
86	22CG 043A	LANDROVER	4,300,000	Comp
87	22CG 044A	LANDROVER	4,300,000	Comp
88	22CG 045A	LANDROVER	4,300,000	Comp
89	22CG 046A	LANDROVER	4,300,000	Comp
90	22CG 047A	LANDROVER	4,300,000	Comp
91	22CG 048A	LANDROVER	4,300,000	Comp
92	22CG 050A	LANDROVER	4,300,000	Comp
93	22CG 051A	LANDROVER	4,300,000	Comp
94	22CG 053A	LANDROVER	4,300,000	Comp

95	22CG 054A	LANDROVER	4,300,000	Comp
96	22CG 056A	LANDROVER	4,300,000	3 <sup>rd</sup> party
97	22CG 057A	LANDROVER	4,300,000	Comp
98	22CG 059A	LANDROVER	4,300,000	Comp
99	22CG 060A	LANDROVER	4,300,000	Comp
100	22CG 062A	LANDROVER	4,300,000	Comp
101	22CG 068A	GRADER	26,000,000	Comp
102	22CG 075A	TOYOTA	3,800,000	Comp
103	22CG 088A	ISUZU	12,000,000	Comp
104	22CG 090A	ISUZU	12,000,000	Comp
105	22CG 094A	TIPPER	8,000,000	Comp
106	22CG 099A	TOYOTA HIACE	6,000,000	Comp
107	22CG 202A	TOYOTA HIACE	6,000,000	Comp
108	222CG 203A	LANDROVER	4,000,000	Comp
109	22CG204A	TOYOTA HIACE	6,000,000	Comp
110	22CG 205A	TOYOTA HIACE	6,000,000	Comp
111	22CG 208A	TOYOTA	2,500,000	3 <sup>rd</sup> party
112	22CG 210A	GRADER	8,000,000	3 <sup>rd</sup> party
113	22CG 212A	ISUZU	3,800,000	Comp
114	22CG 213A	LANDROVER	2,500,000	3 <sup>rd</sup> party
115	22CG 214A	TOYOTA VIGO	3,800,000	Comp
116	22CG 219A	ISUZU	5,000,000	Comp
117	22CG 222A	ISUZU FVR	6,000,000	Comp
118	22CG 224A	HYUDAI	2,500,000	Comp
119	22CG 225A	MITSUBISHI	5,500,000	Comp
120	22CG 229A	TOYOTA	5,200,000	3 <sup>rd</sup> party
121	22CG 231A	ISUZU	3,800,000	Comp
122	22CG 233A	NISSAN URVAN	4,000,000	Comp
123	22CG235A	TOYOTA HIACE	6,000,000	Comp
124	22CG 242A	HYUDAI	2,500,000	Comp
125	22CG 245A	NISSAN	2,500,000	3 <sup>rd</sup> party
126	22CG 247A	ISUZU	6,000,000	Comp
127	22CG 249A	TOYOTA HILUX	3,800,000	3 <sup>rd</sup> party
128	22CG251A	TOYOTA	850,000	3 <sup>rd</sup> party
129	22CG 258A	ISUZU FVR	12,000,000	Comp
130	22CG 259A	ISUZU FVR	12,000,000	Comp
131	22CG 262A	TOYOTA	7,800,000	Comp
132	22CG 264A	ISUZU	15,000,000	Comp
133	22CG 296A	TOYOTA HIACE	6,000,000	Comp
134	22CG 297A	TOYOTA HIACE	6,000,000	Comp
135	GK 316U	HYUDAI	2,500,000	Comp
136	GKA 237X	MERCEDES	20,000,000	Comp
137	GKA 266A	SINO TRUCK	15,000,000	Comp
138	GKA 266G	SINO TRUCK	15,000,000	Comp
139	GKA 266Z	SINO TRUCK	15,000,000	3 <sup>rd</sup> party
140	GKA 369U	LANDROVER	2,500,000	3 <sup>rd</sup> party
141	GKA 440V	FIRE ENGINE	59,000,000	Comp
142	GKA 548R	EXHAUSTER	10,000,000	Comp
143	GKB 120M	FIRE ENGINE	45,000,000	Comp
144	GKB 440M	FIRE ENGINE	59,000,000	Comp

145	GKB 447M	TUK TUK (fire engine)	700,000	Comp
146	GKB 448M	TUK TUK (fire engine)	700,000	Comp
147	GKB 458M	TUK TUK (fire engine)	700,000	Comp
148	GKB 545C	LANDROVER	2,500,000	Comp
149	GKB 546C	LANDROVER	2,500,000	3 <sup>rd</sup> party
150	GKB 547R	EXHAUSTER	10,000,000	Comp
151	GKB 548C	LANDROVER	2,500,000	Comp
152	GKB 912K	FIRE ENGINE	59,000,000	Comp
153	GKB 913K	FIRE ENGINE	59,000,000	Comp
154	GKB 916K	FIRE ENGINE	59,000,000	Comp
155	GKB 917K	FIRE ENGINE	59,000,000	Comp
156	KBJ 721U	BACK HOE	9,000,000	3 <sup>rd</sup> party
157	KBJ 729U	GRADER	10,000,000	3 <sup>rd</sup> party
158	KBQ 127D	TOYOTA	2,500,000	3 <sup>rd</sup> party
159	KBR 830U	ISUZU TIPPER	7,000,000	Comp
160	KBY 818C	ISUZU DMAX	3,800,000	Comp
161	KBY 819C	ISUZU DMAX	3,800,000	Comp
162	KBY 820C	ISUZU DMAX	3,800,000	Comp
163	KBY 916C	ISUZU DMAX	3,800,000	Comp
164	KBY 917C	ISUZU DMAX	3,800,000	Comp
165	KBY 918C	ISUZU DMAX	3,800,000	Comp
166	KBZ 412D	ISUZU DMAX	3,800,000	Comp
167	KBZ 413D	ISUZU DMAX	3,800,000	Comp
168	KBZ 414D	ISUZU DMAX	3,800,000	Comp
169	KBZ 415D	ISUZU DMAX	3,800,000	Comp
170	KBZ 416D	ISUZU DMAX	3,800,000	Comp
171	KBZ 499D	TIPPER	8,000,000	Comp
172	KBZ 500D	TIPPER	12,000,000	Comp
173	KBZ 645Y	ISUZU CANTER	10,000,000	Comp
174	KCD 947G	SINO TRUCK	30,000,000	Comp
175	KMDW 734E	TUK TUK	2,000,000	Comp
176	KRV 410	GRADER	2,500,000	3 <sup>rd</sup> party
177	22CG 239A	ISUZU PICKUP	950,000	3 <sup>rd</sup> party
178	22CG 295A	AMBULANCE	7,900,000	Comp
179	22CG 298A	AMBULANCE	11,981,165	Comp
180	22CG 299A	AMBULANCE	11,981,165	Comp
181	22CG 300A	AMBULANCE	11,981,165	Comp
182	22CG 303A	AMBULANCE	11,981,165	Comp
183	22CG 304A	AMBULANCE	11,981,165	Comp
184	22CG 101A	YAMAHA	350,000	3 <sup>rd</sup> party
185	22CG 103A	YAMAHA	350,000	3 <sup>rd</sup> party
186	22CG 104A	YAMAHA	350,000	3 <sup>rd</sup> party
187	22CG 105A	YAMAHA	350,000	3 <sup>rd</sup> party
188	22CG 106A	YAMAHA	350,000	3 <sup>rd</sup> party
189	22CG 107A	YAMAHA	350,000	3 <sup>rd</sup> party
189	22CG 108A	YAMAHA	350,000	3 <sup>rd</sup> party
190	22CG 109A	YAMAHA	350,000	3 <sup>rd</sup> party
191	22CG 110A	YAMAHA	350,000	3 <sup>rd</sup> party
192	22CG 111A	YAMAHA	350,000	3 <sup>rd</sup> party
192	22CG 112A	YAMAHA	350,000	3 <sup>rd</sup> party

193	22CG 115A	YAMAHA	350,000	3 <sup>rd</sup> party
194	KAB 495Q	HONDA	70,000	3 <sup>rd</sup> party
195	KBR 411U	HONDA	70,000	3 <sup>rd</sup> party
196	22CG 266A	MITSUBISHI	3,500,000	3 <sup>rd</sup> party
197	22CG 052A	LANDROVER	4,300,000	Comp
198	22CG 096A	WATER TANKER	11,500,000	Comp
199	KBJ 722A	GRADER	20,000,000	3 <sup>rd</sup> party
200	KSL 112	GRADER	7,500,000	3 <sup>rd</sup> party
201	KAB 342Q	LANDROVER	700,000	3 <sup>rd</sup> party
202	22CG 226A	PAJERO	3,500,000	Comp
203	22CG 241A	ISUZU FVR	6,500,000	3 <sup>rd</sup> party
204	22CG 240A	ISUZU FVR	6,500,000	3 <sup>rd</sup> party
205	22CG 244A	ISUZU FVR	6,500,000	3 <sup>rd</sup> party
206	22CG294A	TOYOTA HIACE	7,900,000	Comp
207	KBJ 722U	GRADER	20,000,000	3 <sup>rd</sup> party
208	KBY 817C	ISUZU DMAX	3,800,000	Comp
209	22CG107A	YAMAHA	350,000	Comp
210	22CG061A	LAND ROVER	5,300,000	Comp
211	22CG078A	FORD EVEREST	4,600,000	Comp
212	22CG300A	TOYOTA HIACE	8,000,000	Comp
213	22CG303A	TOYOTA HIACE	8,000,000	Comp
214	22CG304A	TOYOTA HIACE	8,000,000	Comp
215	22CG299A	TOYOTA HIACE	8,000,000	Comp
216	22CG050A	LAND ROVER	5,300,000	Comp
217	22CG237A	ISUZU	5,300,000	3 <sup>rd</sup> party
218	22CG013A	LAND ROVER	5,300,000	Comp
219	22CG227A	ISUZU	1,800,000	3 <sup>rd</sup> party
220	22CG083A	TOYOTA VIGO	4,200,000	Comp
221	22CG211A	ISUZU FVR	6,500,000	3 <sup>rd</sup> party
222	22CG239A	ISUZU	950,000	3 <sup>rd</sup> party
223	22CG297A	AMBULANCE	9,800,000	Comp
224	22CG296A	AMBULANCE	11,981,625	Comp
225	22CG241A	ISUZU FVR	6,500,000	3 <sup>rd</sup> party
226	KAB 342A	LAND ROVER	650,000	3 <sup>rd</sup> party
227	22CG032A	LAND ROVER	5,300,000	Comp
228	KAV 303P	TOYOTA	350,000	3 <sup>rd</sup> party
229	22CG306A	TOYOTA	5,500,000	Comp
230	22CG307A	GRADER	17,000,000	Comp
231	22CG308A	GRADER	17,000,000	Comp

**Form of Tender**

To:

Date

\_\_\_\_\_

**Tender No.: KCG/T/024/2018/2019**

**Tender Name: PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES,  
PLANT & &MACHINARY.**

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  
(Figures)

.....  
..... (Words)

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

[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**

<b>ITEM NO.</b>	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>% Rate Premium</b>
1.		
2.		
	<b>DESCRIPTION OF INSURANCE COVER</b>	<b>Kshs Premium</b>
1.		
2.		

## 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 Kiambu”) 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 Kiambu invited tenders for the GPA cover and  
has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract  
price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the County Government of Kiambu’s Notification of Award
3. In consideration of the payments to be made by the County Government of Kiambu to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the County Government of Kiambu to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The County Government of Kiambu 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 Kiambu)

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



**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Business Name .....

Location of business premises .....

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

Postal Address ..... Tel. No. ....Fax .....

Email .....

Nature of business .....

Registration Certificate No. ....

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

.....  
Name of your bankers ..... Branch

Part 2(a) – Sole Proprietor:

Your name in full ..... Age

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

.....  
Citizenship  
details.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.				

- .....  
 .....  
 2. ....  
 .....  
 .....  
 3. ....  
 .....  
 .....  
 4. ....  
 .....  
 .....  
 5. ....  
 .....  
 .....

Part 2(c) – Registered Company:  
 Private or public

.....  
 State the nominal and issued capital of the company –

Give details of all directors as follows

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

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

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

## TENDER SECURITY FORM

Whereas .....[*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated .....[*date of submission of bid*] for the provision of insurance services (hereinafter called <the tenderer?>

KNOW ALL PEOPLE by these presents that WE .....[*name of bank*] of [*name of country*], having our registered office at [*name of County Government of Kiambu*] (hereinafter called <the County Government of Kiambu> in the sum of .....[*state*            *the amount*] for which payment well and truly to be made to the said County Government of Kiambu, 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 County Government of Kiambu on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the County Government of Kiambu 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 County Government of Kiambu up to the above amount upon receipt of its first written demand, without the County Government of Kiambu having to substantiate its demand, provided that in its demand the County Government of Kiambu will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of County Government of Kiambu]*

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 County Government of  
Kiambu

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Kiambu*)

Request for review of the decision of the..... (*Name of the County Government of Kiambu*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-1.

- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary