

COUNTY GOVERNMENT OF KIAMBU



P.O. BOX 2344 - 00900

KIAMBU

IFMIS TENDER NEGOTIATION NO: 828188

TENDER DOCUMENT

CLOSING DATE: 12TH NOVEMBER, 2020 AT 10.00AM.

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SECTION I	-	INVITATION FOR TENDERS
Date		12th November 2020

Negotiation No:- 828188
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 Open tendering procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020 and is open to all Tenderers as defined in the Regulations.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading from our website: www.kiambu.go.ke , [supplier portal and tender portal](#) Free of Charge.
- 1.4 Completed tender documents MUST be scanned and submitted through the **G.O.K IFMIS** supplier portal; www.treasury.supplier.go.ke on or before Thursday **12th November 2020**
- 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 Tenders will be opened immediately thereafter in the presence of bidders/representatives who choose to attend the opening process at 11.00 a.m. in county Government of Kiambu Thika Sub-County offices outside room 15B .
- 1.7 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 or ppra.go.ke www.kiambu.go.ke , [supplier portal and tender portal](#).
- 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 comprehensive 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 Comprehensive 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 renderers 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 comprehensive the following comprehensive

- (a) A Tender Form and a Price Schedule comprehensive 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 comprehensively fill 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 tenderer's eligibility to tender and its qualifications to perform the contract if its 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 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 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 tender 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 12th November, 2020.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the 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 **10.00 am 12th November, 2020.**

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 comprehensive 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 comprehensive 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 any comprehensive 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 tender 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 of Tenders.

- 2.22.1 The County Government of Kiambu will evaluate and communicate of 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 comprehensiveness, 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 comprehensively 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 comprehensiveness 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 comprehensive, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	Particulars of Appendix to instructions to the tenderer																
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	Bank Guarantee of Kshs1,000,000 from recognized Commercial Bank regulated by Central Bank of Kenya																
2.13.1	<i>Tender validity shall be 120 days 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 MUST be sequentially numbered/ paginated and initialed on all pages including attachments. In case of any conflict between original and copy, original will prevail.																
2.15	The tender document will be addressed to County Secretary through address provided in tender advert clearly marked DO NOT OPEN BEFORE 12 th November 2020.																
2.16.1	Closing date 12th November, 2020																
2.16.3	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.																
2.18.1	Opening date will be 12^h November 2020.																
Pp	<p><u>Stage one: Preliminary stage.</u> <i>The following will form mandatory evaluation criteria to check on responsiveness of bid.</i></p> <table border="1"> <thead> <tr> <th>S.NO</th> <th>EVALUATION CRITERIA.</th> <th>Yes/No or R/NR</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Provide documentary evidence (Certified copy by commissioner of Oaths) of registration/license with the Insurance Regulatory Authority (IRA) for the current year-</td> <td></td> </tr> <tr> <td>2.</td> <td>Submit a Tender Security of Kshs. 460,000.00 in the form provided in this tender document valid for 150 days. Original Tender Security shall be deposited at the office of the Chief Officer- Transport on or before 12th November 2020 at 10.00 a.m.</td> <td></td> </tr> <tr> <td>3.</td> <td>Must have a minimum of Ksh 1,000,000,000 Annual gross written motor premium for the last 3 Years</td> <td></td> </tr> <tr> <td>4.</td> <td>Provide documentary evidence as proof of paid up capital of at least Kshs. 800,000,000.00 (Eight</td> <td></td> </tr> </tbody> </table>		S.NO	EVALUATION CRITERIA.	Yes/No or R/NR	1.	Provide documentary evidence (Certified copy by commissioner of Oaths) of registration/license with the Insurance Regulatory Authority (IRA) for the current year-		2.	Submit a Tender Security of Kshs. 460,000.00 in the form provided in this tender document valid for 150 days. Original Tender Security shall be deposited at the office of the Chief Officer- Transport on or before 12 th November 2020 at 10.00 a.m.		3.	Must have a minimum of Ksh 1,000,000,000 Annual gross written motor premium for the last 3 Years		4.	Provide documentary evidence as proof of paid up capital of at least Kshs. 800,000,000.00 (Eight	
S.NO	EVALUATION CRITERIA.	Yes/No or R/NR															
1.	Provide documentary evidence (Certified copy by commissioner of Oaths) of registration/license with the Insurance Regulatory Authority (IRA) for the current year-																
2.	Submit a Tender Security of Kshs. 460,000.00 in the form provided in this tender document valid for 150 days. Original Tender Security shall be deposited at the office of the Chief Officer- Transport on or before 12 th November 2020 at 10.00 a.m.																
3.	Must have a minimum of Ksh 1,000,000,000 Annual gross written motor premium for the last 3 Years																
4.	Provide documentary evidence as proof of paid up capital of at least Kshs. 800,000,000.00 (Eight																

	hundred million)		
5.	Provide copies of signed audited accounts for the company for the three accounting years falling within 2017, 2018 & 2019.		
6.	Provide copy of the company's current Valid Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid as at the closing date of the Tender.		
7.	Provide documentary evidence (Certified copy by commissioner of Oaths) of the company's Certificate of Incorporation		
8.	Provide copy of Professional Indemnity Insurance Cover of at least Kenya Shillings 100 Million.		
9.	Provide Certified copy by commissioner of Oaths of the company's current membership with the AIK.		
10.	Confidential Business Questionnaire must be fully filled signed and stamped		
11.	Provide signed and stamped form of tender		
12.	Must have been in existence for the last fifteen (15) years.(provide documentary evidence)		
13.	Must not be under statutory administration or facing liquidation proceedings.		
14.	One original and one copy properly bound and document MUST be sequentially numbered/ paginated and initialed on all pages including attachments. In case of any conflict between original and copy, original will prevail.		
15.	Provide list of service providers(garages, Motor assessment firms, Investigators, towing services)		
16.	Provide list of service providers(garages, Motor assessment firms, Investigators, towing services)		
17.	Must have a branch network of over 15 branches country wide		

Stage two: Technical Evaluation criteria.

S. No	Technical Criteria.	Score
1.	List of five (5) Clients (County Governments or State Corporations), five (5) Clients (Corporate-Non-Government) in the last five (5) years (2 marks each). Attach Documentary Evidence (contracts, LSO or completion letter)	20
2.	5 dully filled, signed and stamped client reference forms (To be signed by client) Client Reference Form Rating <ul style="list-style-type: none"> • Excellent (3 marks each) • Good (2 mark each) • Average (1 marks) • Poor (0 marks) 	15
3.	<ul style="list-style-type: none"> • ACII/AIHK certification – 2points • Relevant degree – 2 points • Relevant experience – 1 point for every year’s experience. - max.10 years - 10 points	14
4.	<ul style="list-style-type: none"> • ACII/AIHK – 1 point for each personnel – 2 points • Relevant degree – 1 point for each personnel – 2 points Relevant experience – 1point for every year’s experience. max.- 4years – 8 points	12
5.	List of four (4) other professional staff and specify portfolio/tasks (Attach CVs of the personnel (3 marks each)	12
6.	Annual Motor premium turnover for the last two years – (Max - 6) (i) 1 Billion and above..... 6 Marks 1 Billion and below 2 Marks	6
7.	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 2marks for each benefit up to a maximum of four (4) benefis	8
8.	Period used to settle previous claims in the last two years upon presentation of proper documents. (Attach	8

	evidence - 1mark per claim settled within one month up to a maximum of 7)	
	TOTAL TECHNICAL	95
<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><i>NB: Only Tenderers scoring a minimum of 80% of the total technical score (stage two) shall proceed to stage three (financial Stage).</i></p> <p><u>Stage three: Financial evaluation stage.</u></p> <ul style="list-style-type: none"> <i>i. This will involve Ranking of prices</i> <i>ii. To the bidder who has been ranked lowest; it is at the discretion of evaluation committee to conduct DUE DILIGENCE.</i> <i>iii. Make recommendation of award; Award Criteria: Lowest evaluated tender</i> 		
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 evaluated 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 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 comprehend for any loss resulting from the Tenderer's failure to comprehensive 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 comprehensive 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 comprehensive 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 consulting 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 comprehensive 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	
General Conditions of the Contract Reference	Special Conditions of the Contract
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 Comprehensive
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"> • 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 2016 and Regulations 2020. • The County reserves the right to amend the values any time
3.14	Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Laws of Kenya
3.18	The Client
	County Government of Kiambu
	P.O. Box 2344-00900
	KIAMBU, KENYA.
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.			

The vehicles will be valued by reputable motor vehicle valuers agreed on by both parties and the premiums payable will be based on the current values calculated using the percentages (%) given by the tenderers.

(2) OTHERS DETAILS.

The scope of services for the Insurance Comprehensive 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 15th 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 15th 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	(i)	Liability to third Parties, Death or Bodily injury.....Unlimited	
	(ii)	Third Party Property.....Kshs.10 million	
	(iii)	Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified	
	(iv)	Passenger Liability, Per Passenger..... Kshs. 4 million	
	(v)	Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified	
	(vi)	Protection, recovery and removal.....Kshs.50,000/=	
	(vii)	Repair Authority.....Kshs.50,000/=	
	(viii)	Medical Expenses.....Kshs.100,000/=	
	(ix)	Music System/RadioKshs.50,000/=	
	(x)	Windscreen/window glass.....Kshs. 50,000/=	
	(xi)	Personal effects.....kshs.100,000/=	
INCLUSIVE		Provide excess protector in the event of political violence and terrorism for all comprehensive cover.	
EXCESS	a)	Own damage 2.5% of claim maximum Kshs.50,000/=	
	b)	Theft with anti- theft device 10% Sum Insured Maximum	

		20,000/=	

	c)	Theft without anti-theft device 20% Sum Insured Maximum 20,000/=
	d)	Theft with tracking device 2.5% Sum Insured Maximum. 20,000/=
	e)	Third party damage 7500/=
	f)	Young and inexperienced driver 5000/= additional
CANCELLATION NOTICE		Sixty (60) Days
APPLICABLE CLAUSES	1.	legal liability to Third parties
	2.	Liability of passengers(for passengers acts of negligence)
	3.	Indemnity to legal representatives in case of death of insured
	4.	Strike, riot and civil commotion extension
	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.100,000/=
	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.

(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	(i) Liability to third Parties, Death or Bodily injury.....Unlimited
	(ii) Third Party Property.....Kshs. 10 million
	(iii) Third party liability, Any one event.....the aggregate amount of indemnity to all persons indemnified
	(iv) Passenger Liability, Per Passenger..... Kshs. 4 million
	(v) Passenger Liability, Per Event.....the Aggregate (total) amount of indemnity to all the persons indemnified
	(vi) Protection, recovery and removal.....Kshs.100,000/=
	(vii) Repair Authority.....Kshs.100,000/=
	(viii) Medical Expenses..... Kshs.100,000/=
	(ix) Radio/Music System.....Kshs.50,000/=
	(x) Windscreen/window glass.....Kshs. 50,000/=
	(xi) Personal effects – 100,000/=

EXCESS	a)	Own damage 2.5% of loss maximum Kshs.10,000/=
	b)	Total loss (own damage) 2.5% of sum insured maximum Kshs.50,000/=
	c)	Third party property damage – kshs. 10,000/=
	d)	Theft with anti-theft device 5% sum insured maximum kshs.50,000/=
	e)	Theft without anti-theft device 10% of sum insured maximum kshs.50,000/=
	f)	Young/inexperienced driver kshs. 10,000/=
	g)	Third party personal injuries: NIL
CANCELLATION NOTICE		Sixty (60) Days
EXTENSIVE CLAUSES	1.	legal liability to Third parties
	2.	Liability of passengers(for passengers acts of negligence)
	3.	Indemnity to legal representatives in case of death of insured
	4.	Strike, riot and civil commotion extension
	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.100,000/=

	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) RadioKshs.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"> 1. Passenger legal liability 2. Liability for passengers' acts of negligence 3. Cover whilst being driven by a motor trader

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

	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 COUNTY MOTOR VEHICLES FOR INSURANCE.

S/N	MAKE	REG. NO	TYPE OF COVER	DEPARTMENT	Estimated value
1	Range Rover	KBV 001Y	Private	Executive	8,000,000
2	Mercedez Sports	GVN 022B	Private	Executive	8,000,000
3	Mercedes Atego	GKA 037X	Commercial	RTPWU	20,000,000
4	Ford Everest	22CG078A	Private	Executive	4,500,000
5	Ford Everest	22CG079A	Private	Executive	4,500,000
6	Ford Everest	22CG073A	Private	Executive	4,500,000
7	Ford Everest	22CG074A	Private	Executive	4,500,000
8	Ford Everest	22CG076A	Private	Executive	4,500,000
9	Ford Everest	22CG077A	Private	Executive	4,500,000
10	Ford Everest	22CG092A	Private	Executive	4,500,000
11	Ford Everest	22CG234A	Private	Executive	4,500,000
12	Ford Everest	KBW 377V	Private	CPSB	4,500,000
13	Ford Everest	KBW 378V	Private	CPSB	4,500,000
14	Ford Ranger	GKA 894X	Private	RTPWU	1,500,000
15	Toyota D/Cab	22C081A	Private	RTPWU	1,800,000
16	Toyota D/Cab	22C083A	Private	WEENR	1,800,000
17	Toyota S/Cab	22C084A	Commercial	RTPWU	1,800,000
18	Toyota Prado	22CG085A	Private	Executive	6,800,000
19	Toyota D/Cab	22C080A	Private	Executive	1,800,000
20	Toyota D/Cab	22CG098A	Private	LHPP	1,800,000
21	Toyota D/Cab	22CG091A	Private	Agriculture	1,800,000
22	Toyota D/Cab	22CG093A	Private	Education	1,800,000
23	Toyota D/Cab	22CG072A	Private	CPSB	1,800,000
24	Toyota Rav 4	022CG003A	Private	LHPP	1,800,000
25	Toyota D/Cab	022CG004A	Private	Admn/Ps	1,800,000
26	Toyota virgo	022CG005A	Private	Executive	1,800,000
27	Toyota virgo	22CG006A	Private	YASC	1,800,000
28	Toyota D/Cab	22CG020A	Private	LHPP	1,800,000
29	Toyota D/Cab	22CG021A	Private	Health Services	1,800,000
30	Toyota D/Cab	22CG024A	Private	ALFI	1,800,000
31	Toyota d/Cab	22CG025A	Private	CPSB	1,800,000
32	Toyota S/Cab	22CG033A	Commercial	Health Services	1,800,000
33	Toyota Vigo	22CG067A	Private	FEP	1,800,000
34	Toyota d/Cab	22CG236A	Private	Executive	1,800,000

35	Toyota Ven	22CG260A	Private	LHPP	1,200,000
36	TOYOTA	22CG262A	Commercial	ALFI	3,000,000
37	Toyota Hiace	22CG235A	Commercial	Health	4,500,000
38	Toyota Hiace	22CG205A	Commercial	Health	4,500,000
39	Toyota Hiace	22CG099A	Commercial	Health	4,500,000
40	Toyota Hiace	22CG202A	Commercial	Health	4,500,000
41	Toyota Hiace	22CG204A	Commercial	Health	4,500,000
42	Toyota Hiace	22CG295A	Commercial	Health	6,500,000
43	Toyota Hiace	22CG296A	Commercial	Health	6,500,000
44	Toyota Hiace	22CG297A	Commercial	Health	6,500,000
45	Hiace Ambulance	22CG298A	Commercial	Health	6,500,000
46	Hiace Ambulance	22CG299A	Commercial	Health	6,500,000
47	Hiace Ambulance	22CG300A	Commercial	Health	6,500,000
48	Hiace Ambulance	22CG303A	Commercial	Health	6,500,000
49	Hiace Ambulance	22CG304A	Commercial	Health	6,500,000
50	Toyota saloon	KAW 301 T	Private	Executive	400,000
51	Toyota D/Cab	KAR 128 L	Private	RTPWU	650,000
52	Toyota fortuner	22CG232A	Private	Adm/Ps	800,000
53	Toyota p/up	22CG228A	Private	Health	800,000
54	Toyota s/w	22CG209A	Private	Adm/Ps	280,000
55	ToyotA P/UP	22CG208A	Private	FEP	1,500,000
56	Toyota P/UP	KBQ 127D	Private	FEP	1,500,000
57	Toyota D/cap	22CG215A	Private	Executive	1,500,000
58	T.Fortuner	22CG216A	Private	FEP	800,000
59	Toyota D/cap	KBQ 170D	Private	Executive	1,500,000
60	Toyota Vigo	22CG214A	Private	FEP	800,000
61	Toyota HILUX P/UP	22CG249A	Private	LHPP	1,500,000
62	Toyota vigo	22CG248A	Private	Executive	800,000
63	Toyota P/UP	22CG252A	Private	FEP	800,000
64	Toyota YN85	22CG251A	Commercial	RTPWU	450,000
65	Toyota Prado	22C316A	Private	Executive	10,000,000
66	Toyota Prado	22CG318A	Private	Executive	10,000,000
67	Toyota D/Cab	22CG064A	Private	Executive	5,000,000
68	Toyota D/Cab	22CG265A	Private	YASC	5,000,000
69	Toyota D/Cab	KCM 141S	Private	RTPWU	4,900,000
70	Toyota D/Cab	KCM 840M	Private	RTPWU	4,900,000
71	Yamaha m/cycle	22 CG 101A	M/C	LHPP	90,000
72	Yamaha m/cycle	22 CG 103A	M/C	LHPP	90,000
73	Yamaha m/cycle	22 CG 104A	M/C	LHPP	90,000
74	Yamaha m/cycle	22 CG 105A	M/C	LHPP	90,000

75	Yamaha m/cycle	22 CG 106A	M/C	LHPP	90,000
76	Yamaha m/cycle	22 CG 107A	M/C	LHPP	90,000
77	Yamaha m/cycle	22 CG 108A	M/C	LHPP	90,000
78	Yamaha m/cycle	22 CG 109A	M/C	LHPP	90,000
79	Yamaha m/cycle	22 CG 110A	M/C	LHPP	90,000
80	Yamaha m/cycle	22 CG 111A	M/C	LHPP	90,000
81	Yamaha m/cycle	22 CG 112A	M/C	LHPP	90,000
82	Yamaha m/cycle	22 CG 115A	M/C	LHPP	90,000
83	Yamaha M/Cycle	22CG119A	M/C	Livestock	120,000
84	Yamaha M/Cycle	22CG120A	M/C	Livestock	120,000
85	Yamaha M/Cycle	22CG121A	M/C	Livestock	120,000
86	Yamaha M/Cycle	22CG122A	M/C	Livestock	120,000
87	Yamaha M/Cycle	22CG123A	M/C	Livestock	120,000
88	Yamaha M/Cycle	22CG124A	M/C	Livestock	120,000
89	Yamaha M/Cycle	22CG125A	M/C	Livestock	120,000
90	Yamaha M/Cycle	22CG126A	M/C	Livestock	120,000
91	Yamaha M/Cycle	22CG127A	M/C	Livestock	120,000
92	Yamaha M/Cycle	22CG128A	M/C	Livestock	120,000
93	Yamaha M/Cycle	22CG129A	M/C	Livestock	120,000
94	Yamaha M/Cycle	22CG130A	M/C	Livestock	120,000
95	Yamaha M/Cycle	22CG131A	M/C	Livestock	120,000
96	Yamaha M/Cycle	22CG132A	M/C	Livestock	120,000
97	Yamaha M/Cycle	22CG133A	M/C	Livestock	120,000
98	Yamaha M/Cycle	22CG134A	M/C	Livestock	120,000
99	Yamaha M/Cycle	22CG135A	M/C	Livestock	120,000
100	Yamaha M/Cycle	22CG136A	M/C	Livestock	120,000
101	Yamaha M/Cycle	22CG137A	M/C	Livestock	120,000
102	Yamaha M/Cycle	22CG138A	M/C	Livestock	120,000
103	Isuzu Dmax	KBZ 412D	Commercial	FEP	2,800,000
104	Isuzu Dmax	KBZ 413D	Commercial	FEP	2,800,000
105	Isuzu Dmax	KBZ 414D	Commercial	FEP	2,800,000
106	Isuzu Dmax	KBZ 415D	Commercial	FEP	2,800,000
107	Isuzu Dmax	KBZ 416D	Commercial	FEP	2,800,000
108	Isuzu Dmax	KBY 817C	Commercial	FEP	2,800,000
109	Isuzu Dmax	KBY 818C	Commercial	FEP	2,800,000
110	Isuzu Dmax	KBY 819C	Commercial	FEP	2,800,000
111	Isuzu Dmax	KBY 820C	Commercial	FEP	2,800,000
112	Isuzu Dmax	KBY 821C	Private	Education	2,800,000
113	Isuzu Dmax	KBY 828C	Private	Education	2,800,000
114	Isuzu Dmax	KBY 916C	Commercial	FEP	2,800,000
115	Isuzu Dmax	KBY 917C	Commercial	FEP	2,800,000

116	Isuzu Dmax	KBY 918C	Commercial	FEP	2,800,000
117	Isuzu Tipper	22CG090A	Commercial	WENR	6,500,000
118	Isuzu Lorry	22cg088a	Commercial	WENR	8,000,000
119	Isuzu Dmax	KCE 158L	Private	RTPWU	2,500,000
120	Isuzu Dmax	KCE 159L	Private	FEP	2,500,000
121	Isuzu Dmax	22CG002A	Private	WENR	1,200,000
122	ISUZU FVR	22CG008A	Commercial	WENR	6,500,000
123	Isuzu Dmax	22CG027A	Private	Health	2,500,000
124	isuzu Dmax	22CG069A	Private	RTPWU	2,500,000
125	Isuzu Dmax	22CG070A	Private	RTPWU	2,500,000
126	Isuzu Dmax	22CG071A	Private	fep	2,500,000
127	Isuzu FVR	22CG096A	Commercial	RTPWU	6,500,000
128	Isuzu FVR	22CG258A	Commercial	WENR	6,500,000
129	Isuzu FVR	22CG259A	Commercial	WENR	6,500,000
130	ISUZU CANTER	KBZ 645Y	Commercial	Health	5,000,000
131	Isuzu P/up	22CG227A	Commercial	Third party	800,000
132	Isuzu FVR	22CG222A	Commercial	WENR	6,500,000
133	ISUZU TIPPER	KAN 088P	Commercial	Third party	2,000,000
134	ISuzu T IPPER	KBR 830U	Commercial	WENR	7,000,000
135	Isuzu lorry	22CG211A	Commercial	WENR	2,500,000
136	Isuzu NPR	22CG314A	Commercial	RTPWU	5,000,000
137	ISUZUBUS	22CG315A	Commercial	WEENR	6,000,000
138	Isuzu FVR	22CG317A	Commercial	WEENR	7,000,000
139	Isuzu Dmax	22CG263A	Commercial	Executive	4,000,000
140	Isuzu FVZ	22CG266A	Commercial	WEENR	9,000,000
141	Isuzu FVZ	22CG267A	Commercial	WEENR	9,000,000
142	Isuzu FVZ	022CG381A	Commercial	WEENR	9,000,000
143	Isuzu FVZ	022CG361A	Commercial	WEENR	9,000,000
144	Isuzu FVZ	022CG363A	Commercial	WEENR	9,000,000
145	Isuzu FVZ	22CG364A	Commercial	FEP	9,000,000
146	Skip Loader	22CG012A	Commercial	WENR	8,000,000
147	Nissan Urvan	22CG233A	Commercial	Health	4,000,000
148	Nissan sentra	22CG011A	Commercial	Executive	1,200,000
149	Land Rov 110	22CG014A	Private	ALFI	3,800,000
150	Land Rov 110	22CG016A	Private	Executive	3,800,000
151	Land Rov 110	22CG018A	Private	Education	3,800,000
152	Land Rov 110	22CG029A	Private	Admn/Ps	3,800,000
153	Land Rov 110	22CG031A	Private	LHPP	3,800,000
154	Land Rov 110	22CG032A	Private	LHPP	3,800,000
155	Land Rov 110	22CG035A	Commercial	Admn/Ps	3,800,000
156	Land Rov 110	22CG037A	Commercial	RTPWU	3,800,000

157	Land Rov 110	22CG038A	Commercial	Admn/Ps	3,800,000
158	Land Rov 110	22CG039A	Commercial	Admn/Ps	3,800,000
159	Land Rov 110	22CG040A	Commercial	Admn/Ps	3,800,000
160	Land Rov 110	22CG041A	Commercial	Admn/Ps	3,800,000
161	Land Rov 110	22CG043A	Commercial	Admn/Ps	3,800,000
162	Land Rov 110	22CG046A	Commercial	Admn/Ps	3,800,000
163	Land Rov 110	22CG051A	Commercial	Admn/Ps	3,800,000
164	Land Rov 110	22CG053A	Commercial	Admn/Ps	3,800,000
165	Land Rov 110	22CG054A	Commercial	WEENR	3,800,000
166	Land Rov 110	22CG055A	Commercial	WEENR	3,800,000
167	Land Rov 110	22CG057A	Commercial	Admn/Ps	3,800,000
168	Land Rov 110	22CG059A	Commercial	Admn/Ps	3,800,000
169	Land Rov 110	22CG066A	Private	Executive	3,800,000
170	trail blazer	22CG007A	Private	Executive	5,500,000
171	trail blazer	22CG022A	Private	Executive	5,500,000
172	Trail blazer	22CG261A	Private	Executive	5,500,000
173	Bull dozzter	22CG026A	Commercial	WENR	15,000,000
174	VW Wargon	22CG063A	Private	Executive	4,000,000
175	Grader	22CG068A	Commercial	RTPWU	10,000,000
176	Grader	22CG307A	Commercial	RTPWU	15,000,000
177	Grader	22CG308A	Commercial	RTPWU	15,000,000
178	Grader	KBJ 729U	Commercial	RTPWU	10,000,000
179	Pajero(MIT)	22CG226A	Commercial	Education	1,600,000
180	Mitsubishi D/Cab	KBZ 358S	Private	RTPWU	1,500,000
181	Mitsubishi D/Cab	KBZ 344S	Private	RTPWU	1,500,000
182	Toyota Hiace	22CG 351A	Commercial	Health	6,000,000
183	Case Motor Grader	22CG 352A	Commercial	RTPWU	26,000,000
184	Backhoe	22CG 353A	Commercial	RTPWU	6,000,000
185	Isuzu Dmax	22CG 354A	Private	health	5,000,000
186	Bomag Drum Roller	22CG 355A	Commercial	RTPWU	6,000,000
187	Isuzu Dmax	22CG356A	Private	health	5,000,000
188	Grader	22CG 357A	Commercial	RTPWU	23,000,000
189	Backhoe	22CG 269A	Commercial	WEENR	6,000,000
190	Backhoe	22CG 268A	Commercial	WEENR	6,000,000
191	Backhoe	22CG 270A	Commercial	WEENR	6,000,000
192	Backhoe	22CG 271A	Commercial	WEENR	6,000,000
193	Backhoe	22CG 272A	Commercial	WEENR	6,000,000
194	Backhoe	22CG 273A	Commercial	WEENR	6,000,000
195	Isuzu Dmax	22CG 285A	Private	Executive	5,000,000

196	Isuzu Dmax	22CG 286A	Private	Executive	5,000,000
197	Isuzu Dmax	22CG 287A	Private	Executive	5,000,000
198	Isuzu Dmax	22CG 288A	Private	Executive	5,000,000
199	Isuzu Dmax	22CG 291A	Private	Executive	5,000,000
200	Isuzu Dmax	22CG 292A	Private	Executive	5,000,000
201	Isuzu Dmax	22CG 293A	Private	Executive	5,000,000
202	Isuzu Dmax	22CG 285A	Private	Executive	5,000,000
203	Isuzu Dmax	22CG 286A	Private	Executive	5,000,000
204	Isuzu Dmax	22CG 287A	Private	Executive	5,000,000
205	Isuzu Dmax	22CG 288A	Private	Executive	5,000,000
206	Isuzu Dmax	22CG 291A	Private	Executive	5,000,000
207	Isuzu Dmax	22CG 292A	Private	Executive	5,000,000
208	Isuzu Dmax	22CG 293A	Private	Executive	5,000,000
209	Isuzu Dmax	22CG 289A	Private	LHPP	5,000,000
210	Isuzu Dmax	22CG 294A	Private	LHPP	5,000,000
211	Isuzu Dmax	22CG 290A	Private	CPSB	5,000,000
212	Isuzu Dmax	22CG 284A	Private	Health	5,000,000

Form of Tender

To: _____ Date _____

Negotiation No:- 828188

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

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		2020
[Signature]				[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

ITEM NO.	DESCRIPTION OF INSURANCE COVER	% Rate Premium
1.		
2.		
	DESCRIPTION OF INSURANCE COVER	Kshs Premium
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 Comprehensive:
 Private or public

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

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE[*name of bank*] of [*name of country*], having our registered office at [*name of 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 Comprehensive)

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 comprehensive performance 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 Comprehensive)

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*) 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 an order/orders that: -

1.

2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary