

REPUBLIC OF KENYA



**COUNTY GOVERNMENT OF KIRINYAGA
P.O. BOX 260 - 10304,
KUTUS.**

DEPARTMENT OF FINANCE AND ECONOMIC PLANNING

OPEN TENDER

FOR

**PROVISION OF COMPREHENSIVE MOTOR
VEHICLE INSURANCE COVERS.**

FOR YEAR 2020/2021

TENDER NEGOTIATION NO: 850174-2020-2021

County Government of Kirinyaga
P.O. Box 260-10304
KUTUS
Website: www.Kirinyaga.go.ke

FEBRUARY, 2021

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SECTION I - INVITATION FOR TENDER

Tender Negotiation No: **850174- 2020/2021**

Tender Name: **TENDER FOR PROVISION OF COMPREHENSIVE MOTOR VEHICLE INSURANCE COVERS.**

County Government Kirinyaga invites Bidders who are technically and financially capable to provide Insurance underwriting services.

Interested and eligible candidates may obtain detailed information and inspect the tender documents at Kirinyaga County Headquarters, Kutus, Supply Chain Management Office, Room B15 during normal working hours. Interested and eligible tenderers may obtain further information from and inspect the tender documents at Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus during normal working hours.

A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website www.kirinyaga.go.ke. Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no./ description) immediately to procurement@kirinyaga.go.ke for recording and any further clarifications or addendums.

Tenderers shall electronically upload copies of all the relevant certificates and documents on e-procurement system in support of their bids on or before **WEDNESDAY 3RD MARCH 2021 AT 11.00 A.M.**

Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, intact and in PDF format. (i.e. each page in the submitted bid shall have serial identification and uploaded in PDF format).

Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

The tender securing declaration form/ tender security/bid bond **MUST** be scanned and uploaded along with the electronic bid documents and the **original physical tender securing declaration form/ tender security/bid bond SHALL** be submitted to The County Government of Kirinyaga Headquarters, Kutus, Supply Chain Management Office, 1st floor Room B15 on or before the date & time indicated above mentioned.

Failure to submit the original physical tender securing declaration form/ tender security before the closing of the bid shall lead to disqualification of the bid.

Preliminary and Technical bid documents shall automatically close immediately after the indicated date & time above mentioned. Thereafter the bids will be electronically opened in the presence of tenderers who choose to attend at the 3rd floor Conference Room, Kirinyaga County Headquarters, Kutus or as may be indicated in the Tender Document

The tenderers' representatives who choose to attend shall sign a register evidencing their attendance.

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: COUNTY SECRETARY**

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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 invitation to tender. 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 County Government Kirinyaga (hereinafter referred to as the 'County Government Kirinyaga') employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 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 Kirinyaga 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 Kirinyaga, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

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) Declaration 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 Tenderer's risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A prospective Tenderer making inquiries of the tender documents may notify the County Government Kirinyaga by post, fax or by email at the County Government Kirinyaga address indicated in the Invitation for tenders. The County Government Kirinyaga 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 Kirinyaga. Written copies of the County Government Kirinyaga response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents.

2.4.2 The County Government Kirinyaga 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 Kirinyaga, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by issuing an addendum.

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

2.5.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County Government Kirinyaga, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

2.6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the County Government Kirinyaga, 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 2.11 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; and
- (d) Declaration Form.

2.8 Form of Tender

2.8.1 The Tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The Tenderer shall indicate on the Form of Tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Price quoted shall remain fixed for the period of cover unless where and when more items are added or salaries adjusted in which case the rates used shall be applied to determine the additional premium.

2.9.4 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.

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 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 Kirinyaga's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be Kshs. 200,000/=.

2.12.3 The tender security is required to protect the County Government Kirinyaga against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8.

- 2.12.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of:
- a) Banker's cheque.
 - b) A bank guarantee.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.4 shall be rejected by the County Government Kirinyaga as non-responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than **thirty (30) days** after the expiration of the period of tender validity prescribed by the County Government Kirinyaga.
- 2.12.7 The successful Tenderer's tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.
- 2.12.8 The tender security may be forfeited:
- (a) If a Tenderer withdraws its tender during the period of tender validity specified by the County Government Kirinyaga on the Form of Tender.
 - (b) In the case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.28; or
 - (ii) to furnish performance security in accordance with paragraph 2.29.
 - (c) If the Tenderer reject correction of an arithmetic error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** after date of tender opening pursuant to paragraph 2.13. A tender valid for a shorter period shall be rejected by the County Government Kirinyaga as non-responsive.
- 2.13.2 In exceptional circumstances, the County Government Kirinyaga 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 may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Modification and Withdrawal of Tenders

- 2.14.1 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 Kirinyaga prior to the deadline prescribed for submission of tenders.
- 2.14.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.14.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.

- 2.14.3 No tender may be modified after the deadline for submission of tenders.
- 2.14.4 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 2.12.8.

2.15 Tender Opening and Evaluation

- 2.15.1 All bids Document shall automatically close after the closing date and time and thereafter they shall be electronically opened in the presence of Tenderers' representatives who choose to attend
- 2.15.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 2.15.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 2.15.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 2.14.
- 2.15.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender
- (a) meets the eligibility criteria defined in Clause 2.1;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one: (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract;

or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

2.15.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

2.15.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

2.15.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 2.14.6.

2.15.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) making any correction for errors pursuant to clause 2.14.6;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 2.4.7; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 2.4.7

2.15.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

2.15.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

2.15.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

2.16 Clarification of Tenders

2.16.1 To assist in the examination, evaluation and comparison of tenders the County Government Kirinyaga 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.

2.16.2 Any effort by the Tenderer to influence the County Government Kirinyaga in the County Government Kirinyaga tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.17 Preliminary Examination and Responsiveness

2.17.1 The County Government Kirinyaga 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.

2.17.2 The Tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.17.3 The County Government Kirinyaga 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.

- 2.17.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the County Government Kirinyaga 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 Kirinyaga's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.17.5 If a tender is not substantially responsive, it will be rejected by the County Government Kirinyaga and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.18 Conversion to single currency

- 2.18.1 All the prices shall be quoted in Kenya Shillings.

2.19 Contacting the County Government Kirinyaga.

- 2.19.1 Subject to paragraph 2.19 no Tenderer shall contact the County Government Kirinyaga on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.19.2 Any effort by a Tenderer to influence the County Government Kirinyaga in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.20 Post-qualification

- 2.20.1 The County Government Kirinyaga 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.
- 2.20.2 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 Kirinyaga deems necessary and appropriate.
- 2.20.3 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 Kirinyaga will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.21 Award Criteria

- 2.21.1 Subject to paragraph 2.21 the County Government Kirinyaga 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.
- 2.21.2 To qualify for contract awards, the Tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured
- (b) Legal capacity to enter into a contract for procurement.
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.22 County Government Kirinyaga Right to accept or Reject any or all Tenders

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

2.22.2 The County Government Kirinyaga 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.

2.22.3 A Tenderer who gives false information in the tender document about his 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.

2.23 Notification of Award

2.23.1 Prior to the expiration of the period of tender validity, the County Government Kirinyaga will notify the successful Tenderer in writing that its tender has been accepted.

2.23.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the other Tenderers shall be notified that their tenders were not successful.

2.23.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the County Government Kirinyaga will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.24 Signing of Contract

2.24.1 At the same time as the County Government Kirinyaga notifies the successful Tenderer that its tender has been accepted, the County Government Kirinyaga will simultaneously inform the other Tenderers that their tenders have not been successful.

2.24.2 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 Kirinyaga.

2.24.3 The contract will be definitive upon its signature by the two parties.

2.24.4 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.

2.25 Performance Security

2.25.1 The successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the County Government Kirinyaga.

2.25.2 Failure by the successful Tenderer to comply with the requirement of paragraph 2.25 or paragraph 2.25.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government Kirinyaga may make the award to the next lowest evaluated tender or call for new tenders.

2.26 Corrupt or Fraudulent Practices

2.26.1 The County Government Kirinyaga 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.

2.26.2 The County Government Kirinyaga 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

2.26.3 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.

Instructions to Tenderers	Particulars of Appendix to Instructions to Tenderers
2.9.3	Price quoted shall remain fixed for the period of cover unless where and when more items are added or salaries adjusted in which case the rates used shall be applied to determine the additional premium.
2.10.1	Currency of the tender shall be in Kenya shillings.
2.12.1	The bid security will be Kshs. 200,000.00 and valid for 150 days from the tender Closing and Opening date.
2.21	The County Government Kirinyaga reserves the right to award the contract in whole or in part without any change in the unit price or terms and conditions.
2.17	The evaluation of the tender will be in accordance with paragraph 2.15.3 and section VII.
2.15.1	Tenders must be Submitted to County Government of Kirinyaga through Ifmis Supplier Portal: Supplier.treasury.go.ke tendering portal in PDF form not later than Wednesday 3rd March, 2021 . The system shall not permit submission after the said date and time.
2.17	Preliminary Examination and Responsiveness of Tenders: All documents required for preliminary evaluation SHALL be provided for in the technical document. These includes the form of tender and the tender security
2.26	Tenderer must attach a declaration under oath that neither the company nor the directors are subject to investigation or litigation on corruption, fraudulent practices and/or economic crimes

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 Kirinyaga 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 Kirinyaga under the Contract.
- (d) **'The County Government Kirinyaga'** means the County Government Kirinyaga.
- (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.

Application

3.1.2 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract.

Standards

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

Use of Contract Documents and Information

3.1.4 The Contractor shall not, without the County Government Kirinyaga'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 Kirinyaga's in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.1.5 The Contractor shall not, without the County Government Kirinyaga's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.1.6 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the County Government Kirinyaga's and shall be returned (all copies) to the County Government Kirinyaga

on completion of the contract's or performance under the Contract if so required by the County Government Kirinyaga.

Patent Rights

- 3.1.7 The Contractor shall indemnify the County Government Kirinyaga 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.

Performance Security

- 3.1.8 Within fourteen (14) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the County Government Kirinyaga the performance security where applicable in the amount specified in SCC.
- 3.1.9 The proceeds of the performance security shall be payable to the County Government Kirinyaga as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.1.10 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Government Kirinyaga and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
- 3.1.11 The performance security will be discharged by the County Government Kirinyaga 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.

Delivery of Services and Documents

- 3.1.12 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the County Government Kirinyaga in the schedule of requirements section VI and the special conditions of contract

Payment

- 3.1.13 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.1.14 Payment shall be made promptly by the County Government Kirinyaga, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

Prices

- 3.1.15 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 Contractor in its tender or in the County Government Kirinyaga 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.

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

3.1.17 Price quoted shall remain fixed for the period of cover unless where salaries are adjusted in which case the rates used shall be applied to determine the additional premium.

3.1.18 Price variation requests shall be processed by the County Government Kirinyaga within 30 days of receiving the request.

Assignment

3.1.19 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the County Government Kirinyaga prior written consent.

Termination for Default

3.1.20 The County Government Kirinyaga 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 Kirinyaga.
- (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 Kirinyaga has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.1.21 In the event the County Government Kirinyaga 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 undelivered, and the Contractor shall be liable to the County Government Kirinyaga for any excess costs for such similar services. The Contractor shall however continue performance of the contract to extent not terminated.

Termination for Insolvency

3.1.22 The County Government Kirinyaga 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 Kirinyaga.

Termination for Convenience

3.1.23 In the event of a serious situation where the service delivery is continuously affected by the poor performance of the Contractor, the Client by notice to the Contractor, may terminate the Contract in whole or in part, at any time for its convenience.

3.1.24 The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

3.1.25 For the remaining part of the contract after termination the County Government Kirinyaga may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

Resolution of Disputes

3.1.26 Any dispute between the parties as to matters arising pursuant to this contract or its interpretation that cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be referred for settlement by a single arbitrator agreed by the parties within sixty days from the date of service of the notice of dispute by either party to the other, or if the Parties failing to agree, to be appointed at the request of either Party by the Chairman for the time being of the Institute of the Chartered Arbitrators of Kenya (Kenya Chapter).

Governing Language

3.1.27 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.

Applicable Law

3.1.28 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

Force Majeure

3.1.29 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.

Notices

3.1.30 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.31 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 The Special Conditions of Contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 The Special Conditions of Contract with reference to the general conditions of contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.6	The amount of the performance security as a percentage of the contract price shall be 5%. The performance security shall be denominated in Kenya shillings and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya. To be submitted by the insurance companies awarded
3.9	<p>The method and conditions of payment to the Tenderer under this contract shall be as follows:</p> <ul style="list-style-type: none"> (i) Payment for the services shall be made in local currency. (ii) Payment for the services shall be made by the County Government Kirinyaga (iii) There shall be no advance payment under this contract. (iv) Payments shall be made by the County Government Kirinyaga, in line with the insurance or relevant Act. (v) In case of termination of contract for default, CGK will be entitled, within 30 days, to a prorate fund of the premiums paid. (vi) Premium payment for each insurance class SHALL only be made after submission of the original debit notes for the respective underwriter that conforms to tender specifications
3.9	<p>This will be applied only when there is:</p> <ul style="list-style-type: none"> - New equipment - Disposal of equipment
3.16	Insurance Act Cap.481
3.18	<p>COUNTY SECRETARY COUNTY GOVERNMENT OF KIRINYAGA P.O BOX 260 -10304, KUTUS</p>

SECTION V. SCOPE OF SERVICE

TENDER NEGOTIATION No:850174– 2020/2021

A DESCRIPTION OF SERVICES

The scope of services will include:

County Government Kirinyaga hereinafter referred to as CGK intends to engage the services of competent Insurance Company who will be expected to undertake the following.

- I. Provide policy covers in accordance with the tenders submitted.
- II. Analyze, review and scrutinize the policy document and any endorsements therein. Cover should be as in the tender document and should not be restricted, by way of unrealistic warranties or special conditions, subsequent to award should this occur CGK shall call on the tender security.
- III. Ensuring all fully documented claims are settled as per agreed Service level agreements(SLA)
- IV. Ensure Motor certificates are received in the CGK's offices within 12 hours upon request.
- V. Advise CGK on any pertinent aspect of the policy that may arise during the term of the policy.
- VI. Arrange for quarterly meetings to review performance of the policy by 4th of the following month of the following quarter.
- VII. Carry out loss control surveys and make appropriate risk improvement recommendations.
- VIII. Ensure that the sums insured under the policy will be adjustable accordingly by suitable means at the discretion of the CGK from time to time.
- IX. Advise on any changes in the insurance industry.
- X. Such other services as may be related or ancillary to the due performance of the above work.
- XI. Undertake a comprehensive valuation of the motor vehicles for cover
- XII. ii) Provide insurance cover to the specific motor vehicles as indicated under scope here below.

B. SERVICE TO BE PROVIDED BY COUNTY GOVERNMENT KIRINYAGA

1. Provide information required for the assignment within reasonable time of request.
2. Provide timely comments to documents prepared by the underwriter(s) for the assignment.
3. Provide details of the assets as to locality and any such other details as may be requested by the underwriter(s) from time to time
4. Pay premiums promptly.

NOTE:

That failure to meet CGK contract obligation during the term of insurance will seriously affect your future participation in all insurance tenders at CGK and might lead to institution of legal redress.

CONTRACT PERIOD

The contract period will be **two years**. Please note a review for the performance of the cover will be conducted after one year before the renewal for the second year. The county Government of Kirinyaga may acquire additional Vehicle or remove some of its vehicle from the policy during the contract period. A Proposal should be included illustrating on the inclusion or omission of vehicles from the cover.

SECTION VI – SCHEDULE OF REQUIREMENTS

TENDER NEGOTIATION NO:850174-2020-2021

	REG NO.	MAKE /MODEL	TYPE OF BODY	ESTIMATED VALUE
1.	KBW 805V	MITSUBISHI OUTLANDER	CROSSOVER SUV	2,500,000.00
2.	KBY 134C	CHERRY TIGGO	CROSSOVER SUV	1,500,000.00
3.	KBY 127C	MITSUBISHI L200	DOUBLE CAB	2,100,000.00
4.	KBY 128C	MITSUBISHI OUTLANDER	DOUBLE CAB	2,000,000.00
5.	KBY 129C	MITSUBISHI L200	DOUBLE CAB	2,000,000.00
6.	KBJ 753U	TOYOTA HILUX VIGO	DOUBLE CAB	1,300,000.00
7.	KBJ 754U	TOYOTA HILUX VIGO	DOUBLE CAB	1,200,000.00
8.	KBW 805V	MITSUBISHI OUTLANDER	CROSSOVER SUV	2,500,000.00
9.	KBY 134C	CHERRY TIGGO	CROSSOVER SUV	1,500,000.00
10.	KBY 127C	MITSUBISHI L200	DOUBLE CAB	2,100,000.00
11.	KBY 128C	MITSUBISHI OUTLANDER	DOUBLE CAB	2,000,000.00
12.	KBY 129C	MITSUBISHI L200	DOUBLE CAB	2,000,000.00
13.	GVN 020B	MERCEDES BENZ E250	SEDAN	7,000,000.00
14.	20CG 040A	FORD RANGER 3.2	DOUBLE CAB	5,040,000.00
15.	20CG041A	FORD RANGER 3.2	DOUBLE CAB	5,040,000.00
16.	KBY 133C	CHERRY TIGGO	CROSSOVER SUV	1,200,000.00
17.	20CG013A	MITSUBISHI DOUBLE CABIN	DOUBLE CAB	2,400,000.00
18.	20CG043A	TOTOTA LANDCRUISER	SUV	N/A
19.	20CG013A	MITSUBISHI L 200	DOUBLE CAB	2,400,000.00
20.	KAR 105L	TOYOTA HILUX 3L	DOUBLE CAB	900,000.00
21.	20CG025A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00
22.	20CG026A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00
23.	20CG027A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00
24.	20CG028A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00
25.	KAM 051T	NEW HOLLAND	FARM TRACTOR 4WD	1,050,000.00

26.	KWL 197	MASSEY FURGUSION 135	FARM TRACTOR 2WD	500,000.00
27.	ZB 2903	TRAILER	A SINGLE AXLE TRAILER	500,000.00
28.	KCF 279D	ISUZU NKR	LORRY TRUCK A MOBILE CLINIC	5,250,000.00
29.	KCD 293G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,600,000.00
30.	KCD 150G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,600,000.00
31.	KCD 291G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,400,000.00
32.	20CG024A	ISUZU FVZ	DUMP TRUCK	8,126,300.00
33.	20CG037A	ISUZU FVR	SKIP LOADER	6,189,400.00
34.	KAW 238Z	TOYOTA LAND CRUISER	FIRE ENGINE VAN	700,000.00
35.	KAW 783Z	LANDROVER 300 TDI	FIRE ENGINE VAN	1,400,000.00
36.	20CG042A	TOYOTA LAND-CRUISER	AMBULANCE VAN	6,307,000.00
37.	HBZNO885KJAF06815	CASE 885B	MOTOR GRADER	22,312,500.00
38.	20CG052A	CASE 865B	MOTOR GRADER	20,200,000.00
39.	20CG045A	CASE 865B	MOTOR GRADER	19,000,000.00
40.	20CG044A	BACH HOE CASE	BACH HOE LOADER	6,800,000.00
41.	20CG046A	ROLLER BOMAG	SINGLE DRUM ROLLER	9,010,000.00
42.	20CG034A	SHANTUI SD-22	DOZER	16,959,250.00
43.	20CG048A	ISUZU FVR	WATER BOWSER	7,073,600.00
44.	20CG049A	BEIBEN 420HP	PRIME MOVER	7,977,600.00
45.	20CG035A	HAMM	SINGLE DRUM ROLLER	7,199,288.00
46.	BL27058	BHACHU	FLAT BED	3,360,000.00
47.	20CG050A	POWER-PLUS PP966T-V	WHEEL LOADER	9,200,000.00
48.	DCH350RN5NJE5P1267	CASE CX 350	CRAWLER EXCAVATOR	19,382,000.00
49.	20CG051A	ASHOK LEYLAND 1518	FASSIL CRANE	9,000,000.00
50.	KCD 748G	ASHOK LEYLAND 1518	DUMP TRUCK	3,000,000.00
51.	20CG036A	CAT 330DL	MOTOR GRADER	20,705,920.00
52.	20CG039A	CAT 140K	MOTOR GRADER	27,231,360.00
53.	20CG038A	TOYOTA LAND-CRUISER	AMBULANCE	7,000,000.00

54.	20CG011A	JCB 3DX	BACK HOE	3,200,000.00
55.	20CG015A	ASHOK LEYLAND 1518	TOILET EXHAUSTER	5,320,000.00
56.	KCD 293G	TOYOTA HILUX	AMBULANCE VAN	3,400,000.00
57.	20CG047A	CASE 865B	MOTOR GRADER	21,200,000.00
58.	20CG053A	TOYOTA LAND-CRUISER	AMBULANCE VAN	7,658,500.00
59.	20CG018A	SHACMAN 340 HP	DUMP TRUCK	5,901,000.00
60.	20CG019A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
61.	20CG020A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
62.	20CG021A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
63.	20CG022A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
64.	20CG023A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
65.	20CG030A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
66.	20CG031A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
67.	20CG032A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
68.	20CG033A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00
69.	KCD 702G	MISTUBISHI FM	DUMP TRUCK	4,550,000.00
70.	KCD 701G	MISTUBISHI FM	DUMP TRUCK	6,000,000.00
71.	KCD 292G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00
72.	KCD 297G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00
73.	KCD 298G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00
74.	KCD 299G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00
75.	KAR 593L	TOYOTA HILUX 3L 4WD	REVENUE COLLECTION VAN	1,000,000.00

CONTRACT PERIOD

The contract period will be **two years**. Please note a review for the performance of the cover will be conducted after one year before the renewal for the second year. The county Government of Kirinyaga may acquire additional Vehicles or remove some of its vehicles from the policy during the contract period. A Proposal should be included illustrating on the inclusion or omission of vehicles from the cover.

SECTION VII - PRICE SCHEDULE

TENDER NEGOTIATION NUMBER:850174-2020-2021

	REG NO.	MAKE /MODEL	TYPE OF BODY	ESTIMATED VALUE	ANNUAL PREMIUM
1.	KBW 805V	mitsubishi OUTLANDER	CROSSOVER SUV	2,500,000.00	
2.	KBY 134C	CHERRY TIGGO	CROSSOVER SUV	1,500,000.00	
3.	KBY 127C	mitsubishi L200	DOUBLE CAB	2,100,000.00	
4.	KBY 128C	mitsubishi OUTLANDER	DOUBLE CAB	2,000,000.00	
5.	KBY 129C	mitsubishi L200	DOUBLE CAB	2,000,000.00	
6.	KBJ 753U	TOYOTA HILUX VIGO	DOUBLE CAB	1,300,000.00	
7.	KBJ 754U	TOYOTA HILUX VIGO	DOUBLE CAB	1,200,000.00	
8.	KBW 805V	mitsubishi OUTLANDER	CROSSOVER SUV	2,500,000.00	
9.	KBY 134C	CHERRY TIGGO	CROSSOVER SUV	1,500,000.00	
10.	KBY 127C	mitsubishi L200	DOUBLE CAB	2,100,000.00	
11.	KBY 128C	mitsubishi OUTLANDER	DOUBLE CAB	2,000,000.00	
12.	KBY 129C	mitsubishi L200	DOUBLE CAB	2,000,000.00	
13.	GVN 020B	MERCEDES BENZ E250	SEDAN	7,000,000.00	
14.	20CG 040A	FORD RANGER 3.2	DOUBLE CAB	5,040,000.00	
15.	20CG041A	FORD RANGER 3.2	DOUBLE CAB	5,040,000.00	
16.	KBY 133C	CHERRY TIGGO	CROSSOVER SUV	1,200,000.00	
17.	20CG013A	mitsubishi DOUBLE CABIN	DOUBLE CAB	2,400,000.00	
18.	20CG043A	TOTOTA LANDCRUISER	SUV	N/A	
19.	20CG013A	mitsubishi L 200	DOUBLE CAB	2,400,000.00	
20.	KAR 105L	TOYOTA HILUX 3L	DOUBLE CAB	900,000.00	
21.	20CG025A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00	
22.	20CG026A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00	
23.	20CG027A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00	
24.	20CG028A	SUBARU FORESTER	CROSSOVER SUV	3,888,000.00	
25.	KAM 051T	NEW HOLLAND	FARM TRACTOR 4WD	1,050,000.00	

26.	KWL 197	MASSEY FURGIUSION 135	FARM TRACTOR 2WD	500,000.00	
27.	ZB 2903	TRAILER	A SINGLE AXLE TRAILER	500,000.00	
28.	KCF 279D	ISUZU NKR	LORRY TRUCK A MOBILE CLINIC	5,250,000.00	
29.	KCD 293G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,600,000.00	
30.	KCD 150G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,600,000.00	
31.	KCD 291G	TOYOTA HILUX VIGO 4WD	AMBULANCE VAN	3,400,000.00	
32.	20CG024A	ISUZU FVZ	DUMP TRUCK	8,126,300.00	
33.	20CG037A	ISUZU FVR	SKIP LOADER	6,189,400.00	
34.	KAW 238Z	TOYOTA LAND CRUISER	FIRE ENGINE VAN	700,000.00	
35.	KAW 783Z	LANDROVER 300 TDI	FIRE ENGINE VAN	1,400,000.00	
36.	20CG042A	TOYOTA LAND- CRUISER	AMBULANCE VAN	6,307,000.00	
37.	HBZNO885KJAF AF06815	CASE 885B	MOTOR GRADER	22,312,500.00	
38.	20CG052A	CASE 865B	MOTOR GRADER	20,200,000.00	
39.	20CG045A	CASE 865B	MOTOR GRADER	19,000,000.00	
40.	20CG044A	BACH HOE CASE	BACH HOE LOADER	6,800,000.00	
41.	20CG046A	ROLLER BOMAG	SINGLE DRUM ROLLER	9,010,000.00	
42.	20CG034A	SHANTUI SD-22	DOZER	16,959,250.00	
43.	20CG048A	ISUZU FVR	WATER BOWSER	7,073,600.00	
44.	20CG049A	BEIBEN 420HP	PRIME MOVER	7,977,600.00	
45.	20CG035A	HAMM	SINGLE DRUM ROLLER	7,199,288.00	
46.	BL27058	BHACHU	FLAT BED	3,360,000.00	
47.	20CG050A	POWER-PLUS PP966T-V	WHEEL LOADER	9,200,000.00	
48.	DCH350RN5NJE 5P1267	CASE CX 350	CRAWLER EXCAVATOR	19,382,000.00	
49.	20CG051A	ASHOK LEYLAND 1518	FASSIL CRANE	9,000,000.00	
50.	KCD 748G	ASHOK LEYLAND 1518	DUMP TRUCK	3,000,000.00	
51.	20CG036A	CAT 330DL	MOTOR GRADER	20,705,920.00	
52.	20CG039A	CAT 140K	MOTOR GRADER	27,231,360.00	

53.	20CG038A	TOYOTA LAND-CRUISER	AMBULANCE	7,000,000.00	
54.	20CG011A	JCB 3DX	BACK HOE	3,200,000.00	
55.	20CG015A	ASHOK LEYLAND 1518	TOILET EXHAUSTER	5,320,000.00	
56.	KCD 293G	TOYOTA HILUX	AMBULANCE VAN	3,400,000.00	
57.	20CG047A	CASE 865B	MOTOR GRADER	21,200,000.00	
58.	20CG053A	TOYOTA LAND-CRUISER	AMBULANCE VAN	7,658,500.00	
59.	20CG018A	SHACMAN 340 HP	DUMP TRUCK	5,901,000.00	
60.	20CG019A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
61.	20CG020A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
62.	20CG021A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
63.	20CG022A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
64.	20CG023A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
65.	20CG030A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
66.	20CG031A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
67.	20CG032A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
68.	20CG033A	SHACMAN 340HP	DUMP TRUCK	5,901,000.00	
69.	KCD 702G	MISTUBISHI FM	DUMP TRUCK	4,550,000.00	
70.	KCD 701G	MISTUBISHI FM	DUMP TRUCK	6,000,000.00	
71.	KCD 292G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00	
72.	KCD 297G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00	
73.	KCD 298G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00	
74.	KCD 299G	TOYOTA HILUX VIGO 4WD	REVENUE COLLECTION VAN	2,000,000.00	
75.	KAR 593L	TOYOTA HILUX 3L 4WD	REVENUE COLLECTION VAN	1,000,000.00	

STAGE 1: PRELIMINARY EVALUATION

The bidders Must submit the following mandatory requirements.

1.	MANDATORY REQUIREMENTS	(YES/NO)
1)	Copy of Certificate of Incorporation/ Business Name certified by commissioner of oaths	
2)	Copy of KRA pin Certificate certified by commissioner of Oaths	
3)	Copy of Valid Tax Compliance Certificate certified by commissioner of Oaths (will be checked with KRA TCC)	
4)	Duly filled, signed and stamped form of tender	
5)	Duly filled signed and stamped Confidential Business Questionnaire	
6)	Duly filled signed and stamped Price Schedule form	
7)	Certified copy of AKI membership for the current year 2021	
8)	Certified copy of the current registration certificate from IRA	
9)	Financial audited accounts for two (2) previous years endorsed, signed and stamped by a registered external auditor.	
10)	Registration under Company's Act: The Underwriter must be a registered limited liability company and must have been in existence for at least ten (10) years. Attach proof. Must submit a copy of certificate of incorporation and Change of Name/particulars where applicable.	
11)	Must submit original Bid Bond of Kshs.200, 000.00 valid for 150 days from date of tender opening.	
12)	Must have a Minimum share capital of Kshs. 300,000,000.00 for General underwriter and Life Underwriter.	
13)	Detailed work plan on how to manage the County Government Kirinyaga Account in line with the description of service / scope of service including the person / agent's contact details appointed to handle the account. The contact details for the appointed person / agent shall include name, office location, 24 hours telephone number and email address.	
14)	Duly filled, signed and stamped Self Declaration Form	
15)	Duly filled, signed and stamped Anti-Corruption Declaration form.	
16)	Must have been in existence for the last ten years providing Comprehensive Motor Vehicle Insurance Services (<i>Attach copies of IRA registration certificates for the last ten Years</i>)	
17)	Must have had a Motor Vehicle Insurance premium turnover of at least Kshs. 500million in each of the last 3 years. (<i>Please Tabulate and specify premiums for ease of calculations for each category.</i>)	
18)	Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, intact and in PDF format. (i.e., in the format of 1,2,3,4,5.....) from the first page to the last page and uploaded in PDF format).	

NB: At this stage, the tenderer's submission will either be responsive or non-responsive.

STAGE 2: TECHNICAL CRITERIA

The following evaluation Criteria shall be used for the purpose for technical evaluation. Consequently, **ALL TENDERERS MUST** abide by these requirements. Any underwriter who shall not submit any of the requirements below shall be disqualified. Insurers are required to fulfill the following conditions.

STAGE 2 – CGK TECHNICAL EVALUATION (TOTAL POINTS 100)

S/NO	Criteria	Method of Evaluation	Max Points	% Score
I.	Firm's experience in handling Similar assignment for the last four (4) years (Fire, GPA, Machinery break down/ Group life) (Evidence i.e debit note/risk notes, contract, etc required).	2.5 points for every year of Experience	10	
II.	Recommendation letters from at least 5 reputable clients	2 points for each reference	10	
III.	Evidence of 5 clients, each with premium of at least 20 million	2 points for every relevant client	10	
IV.	Professional qualification and experience of the Principal Officer (Attach certified CV and Certificate).	B.Com/Actuarial Science and ACII AIIK or Equivalent 2.5 Points for Each	5	
V.	Team Leader proposed for the assignment (Attach certified CV'S and Certificate Copies of academic and professional certificate.	Possession B.Com Degree Insurance Option / Actuarial Science - Max 2 points	2	
		Possession of ACCI/AIIK Max 5 points	5	
		Relevant experience for the last 5 Year-1 point first every years of experience after qualification, max 5 points	5	
VI.	Professional qualification and Experience of four other technical personnel (Attach certified CV's and Certificates).	ACII/AIIK – 1 points each up to a Max of 4 points	4	
		B Com (Insurance Option)/- Actuarial Science - 5 maximum points of 1.25 points per Officer.	5	
		Relevant experience -0.5 points for every year of experience for 3years per officer. Max 6 points	6	
VII.	Gross Premium Turnover	Average premium turnover for the last two years – 1 point every	10	

		Kshs.150million handled. Max10 points		
VIII.	Evidence of settling claims in excess of 5 Million each to reputable clients (Attach copies of Discharge Vouchers or equivalent).	1 point for each client with 5M claim and above up to a maximum of 5points	5	
IX.	Evidence of re-insurance arrangements	Statement from IRA confirming the same required Max 3 points	3	
X.	Firm's Financial Standing	Financial audited accounts for two (2) previous years endorsed, signed and stamped by a registered external auditor.	4	
XI.	Evidence credit worthiness	Letter from the firm's bankers or Credit Retention Bureau.	3	
XII.	Solvency ratio as per IRA 2016 annual report	150% and above	2	
XIII.	Liquidity Ratio as per IRA 2016 annual report	Above 110%	4	
XIV.	Status of Litigation	Statement from the firm commission of oath	2	
XV.	Detailed work plan on how to manage the County Government Kirinyaga Account	Detailed work plan on how to manage the County Government Kirinyaga Account in line with the description of service / scope of service including the person / agent's contact details appointed to handle the account. The contact details for the appointed person / agent shall include name, office location, 24 hours telephone number and email address.	5	
	TOTAL		100	

Note:

In addition to the mandatory requirements above, a minimum technical score of 70% shall be required to proceed to the financial evaluation.

STAGE 3. FINANCIAL EVALUATION

The financial evaluation will include:

(1) Arithmetic Errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities. Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. Discount if any shall be treated as an error.

(2) Comparison of rates

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

(3) Financial Evaluation

The financial submissions of the required goods and services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:

Sf = 100 X FM/F where: Sf is the financial score; **Fm** is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (**T=the weight given to the Technical Proposal as 70%: P = the weight given to the Financial Proposal as 30%**)

Combined Technical and Financial scores is: - S = St x T % + Sf x P %

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (**T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1**)

SUMMARY OF EVALUATION AND COMPARISON OF TENDERS

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

Selection Process

Quality Cost Based Selection

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	70
STEP 3: Financial Evaluation	30
Combined Technical and Financial Score	100

SECTION VIII - STANDARD FORMS

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FORM RB 145

FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise; their bids shall be considered as non-responsive)

We _____ (Name of Bidder)

having our offices located in _____ (Name of Town and Building) duly authorise

_____ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated under

PROVISION OF COMPREHENSIVE MOTOR VEHICLE INSURANCE COVERS

Duly signed and delivered:

Name of appointed attorney: _____

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____

Signature: _____

2. Name of Second Company Director: _____

Signature: _____

Company Seal:

_____ **Name and Title**

FORM OF TENDER

Date _____
Tender No. 850174-2020-2021

To: _____

[name and address of County Government Kirinyaga]

Gentlemen and/or Ladies:

1. Having examined the tender documents including All addendum the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide (..... *(insert item description)* in conformity with the said tender documents for the sum of

.....
(total tender amount in words and figures)

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed County Government Kirinyaga.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONTRACT FORM

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

WHEREAS the Procuring entity invited tenders for the 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 Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the over and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General
Business Name
Location of Business Premises
Plot No,..... Street/Road
Postal address Tel No. Fax No.
..... 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				
	Part 2 (b) – Partnership				
	Given details of partners as follows				
	<table border="0"> <tr> <td>Name</td> <td>Nationality</td> <td>Citizenship details</td> <td>Shares</td> </tr> </table>	Name	Nationality	Citizenship details	Shares
Name	Nationality	Citizenship details	Shares		
	1.				
	2.				
	3.				
	4.				
	Part 2 (c) – Registered Company				
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows				
	<table border="0"> <tr> <td>Name</td> <td>Nationality</td> <td>Citizenship details</td> <td>Shares</td> </tr> </table>	Name	Nationality	Citizenship details	Shares
Name	Nationality	Citizenship details	Shares		
	1.				
	2.				
	3.				
	4.				
	Date.....Signature of Candidate.....				

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: County Government Kirinyaga
P.O Box 20723 - 00202

NAIROBI

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

County Government Kirinyaga
P.O Box 260
KUTUS

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) _____

PROFESSIONAL QUALIFICATIONS

Officer's Name	Position Held	Professional Qualifications (list)	Date of Qualification	Educational Qualification – Highest only e.g., University degree (Specify)

Signature _____

Chief Executive Officer/Principal OfficeDate.....

FORM SD1

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

.....
(Title) (Signature) (Date)

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

..... (Title) (Signature) (Date) Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
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

