

**REPUBLIC OF KENYA**



**WAJIR COUNTY GOVERNMENT**

**PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES AND  
MOTOR CYCLES FOR WAJIR COUNTY**

**RE-ADVERT-**

**Tender No. WCG/T/RT/43/2018-2019**

**ADVERT DATE :-6<sup>TH</sup> FEB,2019**

**CLOSING DATE:- 19<sup>TH</sup> FEB,2019**

**TIME:- 10;00 AM**

**FEBRUARY, 2019**

**SENIOR SUPERINTENDING ENGINEER  
DEPARTMENT OF ROADS AND TRANSPORT  
P.O. BOX 9-70200  
WAJIR**

**CHIEF COUNTY OFFICER (ROADS)  
WAJIR COUNTY GOVERNMENT  
P.O. BOX 9-70200  
WAJIR**

**TENDER NO. WCG/T/RT/43/2018-2019**

**PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES AND  
MOTOR CYCLES**

**CLOSING DATE: 19<sup>TH</sup> FEB, 2019 AT 10: 00 AM**

CHIEF OFFICER  
FINANCE AND ECONOMIC  
PLANNING  
P. O. BOX 9-70200  
WAJIR

COUNTY SECRETARY-WAJIR COUNTY  
GOVERNMENT  
P. O. BOX 9 – 70200  
WAJIR

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## SECTION I -INVITATION FOR TENDERS

### TENDER NO. WCG/T/RT/43/2018-2019 TENDER FOR PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES AND MOTOR CYCLES

- 1.1 Wajir County Government invites sealed tenders from dully registered Insurance Firms (underwriters) for provision of Insurance services for motor vehicles and motor cycles for the **FY 2018/2019** at the sole discretion of WAJIR COUNTY GOVERNMENT.
- 1.2 Interested and eligible candidates may obtain further information from and inspect the tender documents at Procurement Office in Wajir County Headquarter, East Gate, Airport Road, 1<sup>st</sup> Floor, during normal office working hours.
- 1.3 A complete set of tender documents may be obtained or downloaded from Website **www.wajir.go.ke** for free but bidders to register their document with procurement office as mentioned above.
- 1.4 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 tender opening date.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Wajir County Headquarter so as to be received on or before **19<sup>TH</sup> FEB, 2019 AT 10:00 AM**

- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Wajir County Headquarter Conference room, Ground floor, Wajir.

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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 Wajir County Government employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2015.
- 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 Wajir County Government 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 Wajir County Government, 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 price to be charged for the tender document shall not exceed Kshs.1, 000/= for hard copy and free for those who down load.
- 2.2.3 Wajir County shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of services
- (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

(xiii) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify **Wajir County** by, phone 0727 333 111 or by [email at abditakoy@gmail.com](mailto:email at abditakoy@gmail.com) address indicated in the Invitation for tenders. **Wajir County** will respond in writing to any request for clarification of the tender documents, which it receives not later than Five (5) days prior to the deadline for the submission of the tenders, prescribed by **Wajir County**. 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 **Wajir County Government** 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.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, Wajir County, 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 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, **Wajir County**, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and **Wajir County**, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

## 2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## 2.9. Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if 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 **Wajir County'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 is required to protect **Wajir County Government** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.



2.12.3 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by **Wajir County** as non-responsive, pursuant to paragraph 2.20.5

2.12.4 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

2.12.5 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

2.12.6 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity.

(b) If the tenderer reject correction of an arithmetic error in the tender.

(c) 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.

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 **Wajir County** as non-responsive.

2.13.2 In exceptional circumstances, **Wajir County** may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare one (1) **Original** and (1) **Copy** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original shall be serialized 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 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes

2.15. The inner and outer envelopes shall:

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(a) Shall Be addressed then be sealed to **Wajir** in a County envelope address. Opening given. In the Invitation to Tender. Bear

(b) tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE the Closing date and time indicated on newspaper advertisement

2.15. 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. If the outer envelope is not sealed and marked as required by paragraph 2.15.2, **Wajir County** will assume no responsibility for the tender’s misplacement or premature

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## 2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by **Wajir County** at the address specified under paragraph 2.15.2 not later than the Closing date and time indicated on tender notice.

2.16.2 **Wajir County Government** 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 **Wajir County** 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 **Wajir County** 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 **Wajir County** 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 **Wajir County** will open all tenders in the presence of tenderers’ representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender

2.18.3 and such other details as **Wajir County**, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.4 **Wajir County** 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 in writing.

## 2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders **Wajir County** 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 **Wajir County** during tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination and Responsiveness

2.20.1 **Wajir County** 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, whether the bid documents pages are signed as required and the documents are generally in order.

2.20.2 Arithmetical errors will not be rectified as required in the new Act PPDA 2015. 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 **Wajir County** 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, **Wajir County** 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 **Wajir County** 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 WAJIR COUNTY and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21. Conversion to single currency

2.21.1 Where other currencies are used, WAJIR COUNTY will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.22. Evaluation and Comparison of Tenders

2.22.1 WAJIR COUNTY will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 WAJIR COUNTY'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) WAJIR COUNTY requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than WAJIR COUNTY's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. WAJIR COUNTY 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 WAJIR COUNTY

2.23.1 Subject to paragraph 2.19 no tenderer shall contact WAJIR COUNTY 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 WAJIR COUNTY in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

## 2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as WAJIR COUNTY 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 WAJIR COUNTY 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 WAJIR COUNTY 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 award, the tenderer shall have the following:

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

## 2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 WAJIR COUNTY 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 WAJIR COUNTY's action. If WAJIR COUNTY determines that none of the tenders is responsive, WAJIR COUNTY shall notify each tenderer who submitted a tender.

2.26.2 WAJIR COUNTY 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, WAJIR COUNTY will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 WAJIR COUNTY 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 WAJIR COUNTY 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 WAJIR COUNTY notifies the successful tenderer that its tender has been accepted, WAJIR COUNTY 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 WAJIR COUNTY.

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 BUT not before expiry of 10 days 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 WAJIR COUNTY.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event WAJIR COUNTY may make the award to the next lowest evaluated tender or call for new tenders.

## 2.30 Corrupt or Fraudulent Practices

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

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

Appendix to instructions to Tenderers

The following information for the procurement of private security 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.

(I) Provisions of Appendix to instructions	to Tenderers
2.1.1 Eligible Tenderers	Kenyan Registered business
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tender shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 100,000 in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	120 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	As 2.15.2 (b) above
2.16.3 Bulky tenders	Delivered to wajir county head quarter tender box
2.18.1 Opening of Tenders	As 2.15.2 (b) above
2.22. The evaluation criteria	See (II) below

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below:

**All documents *MUST* be certified by a Commissioner of Oaths**

1.	MANDATORY REQUIREMENTS	POINTS
a)	Submit valid tender security of Kshs.100,000/-and in the form stipulated in the tender document	YES/NO
b)	Certified copy of Registration as a member of AKI for the current year 2016/2018/2019	
c)	Certified copy of Certificate of Incorporation/Registration	
d)	Certified copy of Valid Tax Compliance Certificate from KRA	
e)	Certified Copy of PIN/VAT Certificate	
f)	Certified copy of CR 12	
g)	Must have a registered office within Wajir County which must have been in existence for the last three years	
h)	Certified Copy of Current Business License from Wajir County for the year 2019	
i)	Proof of single claim settlement of over 100 million within the last three years	
j)	Must provide a certified litigation history	
k)	Must provide a claim settlement methodology on all policies.	
l)	Dully completed Confidential Business Questionnaire Form	
m)	Duly completed, signed and stamped form of tender	
n)	Properly bound, good presented document. Loose documents will not be accepted.	
o)	Serialization of document	

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
a)	Experience; 1. Certified List of at least 5 major Corporate Clients and their Recommendation letters. 2. Professional Indemnity limit/Re-insurance Kshs. <b>50 million</b> 3. Certified Copies of most recent award letters/contract for provision of insurance services for motor vehicles at least five 5 major Corporate Clients	40 10 10 20
b)	Certified List of at least four 5 key professional staff and their CVs, copies of certificates and responsibilities	20
c)	Current Business License from Nairobi City County or any other County where business is located	10
d)	Certified audited accounts for the last three (3) years. Proof of financial stability.	15
e)	Least period used to settle previous claims upon presentation of all required Documents. (Attach evidence of at least three claims) (Please indicate here)	10
h)	Document Conformity/Presented in a required format	5
	<b>TOTAL TECHNICAL</b>	<b>100</b>

NB: -Bidders must meet all the mandatory requirements to qualify for technical evaluation.



### Qualification Mark

The qualification mark shall be **70 % (percent)** for a bidder to qualify for the financial evaluation.

3.	FINANCIAL EVALUATION	Scores
a)	Premium quoted: Lowest Premium quoted Scores 25 and prorated With premium quoted by other firms.	25
b)	Reputation of the underwriter: The financial strength of the Underwriter. Gross premium, paid up capital	25
c)	Deductibles/ Riders/ Excess Premium. The lowest Deductibles/Excess Premium scores 25 and prorated with other offered Deductibles/Excess Premium.	25
d)	Benefit Limit: Highest benefits attract highest Score of 25 and prorated With offered benefit limits.	25
	<b>TOTAL FINANCIAL</b>	<b>100</b>

The formula for calculating the total combined scores is  $S = St * T\% + Sf * P\%$ . Where S is the combined technical and financial score; St is the technical score; T is the weight of the technical score (80); Sf is the financial score and P is the financial score (20)

SECTION III -GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

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

(a) "The Contract" means the agreement entered into between WAJIR COUNTY 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 WAJIR COUNTY under the Contract.

(d) "WAJIR COUNTY" 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 super ceded 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 WAJIR COUNTY'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 WAJIR COUNTY 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 WAJIR COUNTY'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 WAJIR COUNTY and shall be returned (all copies) to WAJIR COUNTY on completion of the contract's or performance under the Contract if so required by WAJIR COUNTY.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify WAJIR COUNTY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the

successful tenderer shall furnish to WAJIR COUNTY the performance security when applicable in the amount specified in SCC.

3.6. The proceeds of the performance security shall be payable to WAJIR COUNTY as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to WAJIR COUNTY and shall be in the form of Bank guarantee and in the format provided in the tender document only:

3.6. The performance security will be discharged by WAJIR COUNTY and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### 3.7. Delivery of services and Documents

3.7. Delivery of the services shall be made by the Contractor in accordance with the terms specified by WAJIR COUNTY in the schedule of requirements and the special conditions of contract

### 3.8. Payment

3.8 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8 Payment shall be made promptly by WAJIR COUNTY, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

### 3.9. Prices

3.9. 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 WAJIR COUNTY'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.

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

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 WAJIR COUNTY 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 WAJIR COUNTY's prior written consent.

### 3.11. Termination for Default

3.11.1 WAJIR COUNTY 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 WAJIR COUNTY.

(b) If the Contractor fails to perform any other obligation(s) under the Contract

(c) If the Contract in the judgment of WAJIR COUNTY has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event WAJIR COUNTY 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 WAJIR COUNTY 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 WAJIR COUNTY 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 WAJIR COUNTY.

### 3.13. Termination for Convenience

3.13.1 WAJIR COUNTY 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 WAJIR COUNTY may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### 3.14 Resolution of Disputes

- 3.14. WAJIR COUNTY and the contractor shall make every effort to resolve amicably by  
1 direct informal negotiations and disagreement or disputes arising between them  
under or in connection with the contract
- 3.14. If after thirty (30) days from the commencement of such informal negotiations both  
2 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

- 3.1.1 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.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, whether there is a conflict between GCC and the SCC, the provision of SCC herein shall prevail over those in the GCC.

Refer. to special conditions of general contract	Special conditions of contract with reference to special conditions of contract.
3.6	A performance security of 5% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.7 Delivery of Services	<b>2019-2021</b> financial year renewable for a further period of one year at sole discretion of WAJIR COUNTY based on performance.
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notice	<b>The CHIEF OFFICER-TREASURY P.O BOX 9-70200 WAJIR</b>

SECTION V -SCHEDULE OF REQUIREMENTS

Background

The Kenya Urban Roads Authority (WAJIR COUNTY) is a State Corporation established under the Ministry of Roads by the Kenya Roads Act, 2007 with the core mandate of management, development, rehabilitation and maintenance of all public roads in Cities and Municipalities in Kenya except where those roads are national roads. As a leading Government Agency with the above mandate WAJIR COUNTY has set aside funds for the provision of insurance services for motor vehicles and motor cycles for the financial year 2018/2019

Notes for preparing Schedule of Requirements

- 1 The schedule of Requirements shall be included in the tender documents by WAJIR COUNTY and shall cover, at the minimum, a description of the provision of insurance services of motor vehicles and motor cycles to be provided and full particulars of the same.
- 2 The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
- 3 In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

Insured:	Kenya Urban Roads Authority	Account Number: To Be Advised
Class of Insurance	MOTOR INSURANCE/ MOTOR CYCLES	Policy Number: To Be Advised
Period	One year renewable for a further period of one year at a sole discretion of WAJIR COUNTY based on Performance.	
Cover	To comprehensively cover ALL WAJIR COUNTY motor vehicles and motor cycles	
Description of Risk	Own damage and theft Third party	
Details	See Annex 1	
Special Clause		
Exclusion		
Excess/ Deductible		
Premium charged and other charges		
Insurer		
Provide the summary of your policy if it meets WAJIR COUNTY precise requirement for quick of reference.		



Below is the list of motor vehicles and motor cycles and their current values for provision of insurance services. The insurer will be required to maintain the highest quality insurance services as is applicable at WAJIR COUNTY.

MOTOR VEHICLE

ANNEX I: LIST OF MOTOR VEHICLES AND MOTOR CYCLES

NO	REG NO	MAKE	TYPE OF VEHICLE	SUM INSURED
1	KBT 997N	NISSAN PATROL	MOTOR PRIVATE	4,500,000
2	KBW 324V	FORD RANGER	MOTOR PRIVATE	5,070,000
3	KBZ 602D	YAMAHA DT	MOTOR BIKE	415,000
4	KBZ 604D	YAMAHA DT	MOTOR BIKE	410,000
5	KBZ 607D	YAMAHA DT	MOTOR BIKE	410,000
6	KBZ 608D	YAMAHA DT	MOTOR BIKE	415,000
7	KBZ 609D	YAMAHA DT	MOTOR BIKE	405,000
8	KBZ 610	YAMAHA DT	MOTOR BIKE	410,000
9	KBZ 300D	YAMAHA DT	MOTOR BIKE	410,000
10	KBZ 611D	YAMAHA DT	MOTOR BIKE	410,000
11	KBZ 603D	YAMAHA DT	MOTOR BIKE	410,000
12	KBZ 613D	YAMAHA DT	MOTOR BIKE	410,000
13	KBZ 298D	YAMAHA DT	MOTOR BIKE	410,000
14	KBZ 299D	YAMAHA DT	MOTOR BIKE	410,000
15	KBZ 601D	YAMAHA DT	MOTOR BIKE	410,000
16	KBR 309U	MINISUBISHI FUSO FN627	MOTOR COMMERCIAL	6,470,000
17	KBR 313U	MINISUBISHI FUSO FN627	MOTOR COMMERCIAL	6,470,000
18	KBR 314U	MINISUBISHI FUSO FN627	MOTOR COMMERCIAL	6,480,000
19	KBR 331U	ISUZU FVZ 23S	MOTOR COMMERCIAL	6,160,000
20	KBW 521P	TOYOTA LANDCRUISER	MOTOR COMMERCIAL	3,270,000
21	KBW 823V	RORD RANGER	MOTOR COMMERCIAL	5000000
22	KBW 835V	T/L/CRUISER	MOTOR COMMERCIAL	4,860,000
23	KBY 306C	FORD RANGER	MOTOR COMMERCIAL	5,070,000
24	KBY 650C	T/L/CRUISER	MOTOR COMMERCIAL	4,260,000
25	KBY 879C	T/L/CRUISER	MOTOR COMMERCIAL	4,050,000
26	KBY 955C	T/L/CRUISER	MOTOR COMMERCIAL	6,380,000
27	KBZ 597L	T/L/CRUISER	MOTOR COMMERCIAL	8,780,000
28	KBZ 541T	MINISUBISHI FUSO FN627	MOTOR COMMERCIAL	12,159,110
29	KBY 308C	T/L/PRADO	MOTOR COMMERCIAL	2,480,000
30	KBQ 125D	FAW FIGHTER	MOTOR COMMERCIAL	4,000,000
31	KBZ 949D	MAN EXHAUSTER	MOTOR COMMERCIAL	13,300,000
32	KAW 754Z	ISUZU FSR	MOTOR COMMERCIAL	3,500,000
33	KBR 328U	ISUZU FVZ	MOTOR COMMERCIAL	6,470,000
34	KBY 841C	ISUZU FVZ	MOTOR COMMERCIAL	9,060,000.00
35	KBZ 360D	ISUZU FVZ	MOTOR COMMERCIAL	12,159,110.00
36	KBU 691T	MINISUBISHI FUSO CANTER	MOTOR COMMERCIAL	4,000,000.00

37	08CG008A	TOYOTA	MOTOR COMMERCIAL	5,198,300.00
38	08CG059A	EICHER	MOTOR COMMERCIAL	6,631,256.00
39	08CG056A	SUZUKI	MOTOR COMMERCIAL	3,959,000.00
40	08CG057A	SUZUKI	MOTOR COMMERCIAL	3,959,000.00
41	08CG058A	SUZUKI	MOTOR COMMERCIAL	3,959,000.00
42	08CG060A	EICHER	MOTOR COMMERCIAL	6,631,256.00
43	08CG059A	EICHER	MOTOR COMMERCIAL	6,631,256.00
44	08CG067A	MAN	MOTOR COMMERCIAL	5,800,000.00
45	08CG066A	CASE BACK HOE LOADER	MOTOR COMMERCIAL	8,534,500.00
46	08CGZ005	EXHAUTER TRAILER	MOTOR COMMERCIAL	757,400.00
47	08CGZ006	EXHAUTER TRAILER	MOTOR COMMERCIAL	757,400.00
48	08CGZ001	TRAILER CMC TIIPING	MOTOR COMMERCIAL	944,160.00
49	08CGZ004	TRAILER CMC TIIPING	MOTOR COMMERCIAL	944,160.00
50	08CG016A	TOYOTA	MOTOR COMMERCIAL	4,500,000.00
51	KBW 824V	FORD RANGER PICKUP	MOTOR COMMERCIAL	5,000,000.00
52	KBR 849 U	mitsubishi fuso FN627	MOTOR COMMERCIAL	2,000,000.00
53	KCA 838F	IVECO	MOTOR COMMERCIAL	58,000,000.00
54	KCA 434F	FOTON	MOTOR COMMERCIAL	10,000,000.00
55	KBE 704L	MITSUBISHI	MOTOR COMMERCIAL	3,500,000
56	KBZ 874D		MOTOR COMMERCIAL	12,159,110
57	KBY 935C		MOTOR COMMERCIAL	21,950,000
58	KBY 310C	MASSEY/FERGUSONR TRACTOR	MOTOR COMMERCIAL	
59	KBY 825C	TOYOTA HILUX	MOTOR PRIVATE	4,060,000
60	KBY 826C	TOYOTA HILUX	MOTOR PRIVATE	4,170,000
61	KBY 856C	TOYOTA HILUX	MOTOR PRIVATE	3,980,000
62	KBZ 595L	T/L/CRUISER	MOTOR PRIVATE	8,380,000
63	KBZ 596L	T/L/CRUISER	MOTOR PRIVATE	8,805,000
64	KBZ 600L	T/L/CRUISER	MOTOR PRIVATE	8,730,000
65	KBY 317C	T/L/PRADO	MOTOR PRIVATE	2,630,000
66	KBU 684T	T/LANDCRUISER	MOTOR PRIVATE	7100000
67	KBW 230U	T/LANDCRUISER	MOTOR PRIVATE	4500000

68	KBZ 599L	T/LANDCRUISER	MOTOR PRIVATE	8760000
69	KBU 685T	T/LANDCRUISER	MOTOR PRIVATE	7100000
70	KBY 312C	T/L/PRADO	MOTOR PRIVATE	2,660,000
71	KBY 318C	T/L/PRADO	MOTOR PRIVATE	2,370,000
72	KBY 319C	T/L/PRADO	MOTOR PRIVATE	2,660,000
73	KBY 311C	T/L/PRADO	MOTOR PRIVATE	2,420,000
74	KBY 315C	T/L/PRADO	MOTOR PRIVATE	2,420,000
75	KBY 309C	T/L/PRADO	MOTOR PRIVATE	2,410,000
76	KBY 320C	T/L/PRADO	MOTOR PRIVATE	2,180,000
77	KBY 314C	T/L/PRADO	MOTOR PRIVATE	2,130,000
78	KCE 323W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
79	KCE 321W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
80	KCE 749S	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
81	KCE 748S	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
82	KCE 326W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
83	KCE 324W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
84	KCE 325W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
85	KCE 750S	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
86	KCE 751S	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
87	KCE 752S	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
88	KCE 322W	TOYOTA LANDCRUISER	MOTOR PRIVATE	7,500,000
89	KBW 822V	TOYOTA	MOTOR PRIVATE	5,000,000
90	JTEEB71J-207028465	TOYOTA LANDCRUISER	MOTOR PRIVATE	3,264,000
91	GVN 008B	TOYOTA LANDCRUISER	MOTOR PRIVATE	12,196,659.00
92	GVN 008A	TOYOTA LANDCRUISER	MOTOR PRIVATE	15,522,278.00
93	KBV 156H	TOYOTA LANDCRUISER	MOTOR PRIVATE	4,500,000.00
94	KBV 090E	TOYOTA LANDCRUISER	MOTOR PRIVATE	8,000,000.00
95	KBZ 336D		MOTOR SPECIAL TYPE	29,660,000.00
96	KBY 307C	FERGUSON TRACTORS	SPECIAL TYPE	2,480,001.00
97	08CG065A	NEWHOLLAND	SPECIAL TYPE	6,000,000.00
98	08CG062A	NEWHOLLAND	SPECIAL TYPE	3,000,000.00
99	08CG061A	NEWHOLLAND	SPECIAL TYPE	3,000,000.00
100	08CG063A	NEWHOLLAND	SPECIAL TYPE	7,600,000.00
101	KHMA 659E	ROLLER/GRADER/CRANE	SPECIAL TYPE	29,660,000.00
102	ROLLER		SPECIAL TYPE	12,950,000.00
103	WHEEL LOARDER		SPECIAL TYPE	18,950,000.00

104	KBY 911C	CRAWLER/TRACTOR	SPECIAL TYPE	21,950,000.00
105	KBZ 873C	F	MOTOR BIKE	410,000.00
106	X62 UN 527K	TOYOTA LANDCRUISER	MOTOR PRIVATE	4,700,000.00

RECEIVED BY.....

SIGN.....DATE.....

## SECTION VI -STANDARD FORMS Notes

### On the standard Forms

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

## Form of Tender

To: WAJIR COUNTY Date .....

**Tender No. WAJIR COUNTY WCG/T/RT/43/2018-2019**

Tender Name

Gentlemen and/or Ladies:

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide insurance services for motor vehicles and motor cycles under this tender in conformity with the said Tender document for the sum of..... [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide insurance services for motor vehicles and motor cycles 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 2016

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

S/No.	Description	Policy/Class	Quantity	Premium (Kshs.)	Total Premium (Kshs.)	Excess

WAJIR COUNTY GOVERNMENT PRICE SUMMARY

We undertake, if our tender is accepted, to provide insurance services for motor vehicles and Motor cycles in accordance with the details specified herein above. Name of the Bidder

Firm..... Name of signatory:

\_\_\_\_\_ In the capacity of:

..... Authorized Signature:

\_\_\_\_\_ Company Rubber Stamp/Seal:

.....&

This Contract is made on the Day of July 2016 between County Government of Wajir here referred to as the buyer and here referred to as the service provider

## CONTRACT FORM

Country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS WAJIR COUNTY invited tenders for the provision of insurance services for motor vehicles and motor cycles 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 security
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of Contract; and
  - (f) WAJIR COUNTY’s Notification of Award
3. In consideration of the payments to be made by WAJIR COUNTY to the tenderer as hereinafter mentioned, the tenderer hereby covenants with WAJIR COUNTY to provide insurance services for motor vehicles and motor cycles and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. WAJIR COUNTY 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 WAJIR COUNTY)

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) Whichever 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 . ....

<sup>2</sup> Name of your ..... bankers ..... Branch .....

<sup>3</sup> Part 2(a) – Sole Proprietor: Your name in ..... Age Nationality ..... of origi n

..... fu .....  
 ..... Citizenship ll ..... Country  
 details.....  
 ... ..

Party 2(b) – Partnership Give ol  
 details of partners as f lo  
 1.Name Nationality Citizenship DetailsS hares

.....  
 4. ....

.....  
 5. ....

.....  
 Part 2(c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs. ....

Issued Kshs. ....

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 for motor vehicles and motor cycles (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at Kenya Urban Roads Authority (hereinafter called <WAJIR COUNTY> 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 WAJIR COUNTY on the Form; or
- 2 If the bidder refuses to accept the correction of errors in his bid or,
- 3 If the tender, having been notified of the acceptance of its tender by WAJIR COUNTY 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 WAJIR COUNTY up to the above amount upon receipt of its first written demand, without WAJIR COUNTY having to substantiate its demand, provided that in its demand WAJIR COUNTY will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS .....DATE

.....

ADDRESS OF THE WITNESS .....

PERFORMANCE SECURITY FORM

To: .....

[Name of procuring entity]

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)

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LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No. Tender Name This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

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

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN  
.....APPLICANT AND  
.....RESPONDENT (Procuring Entity)

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

1  
2 etc. By this memorandum, the Applicant requests the Board for order/orders that:

1  
2 etc. SIGNED ..... (Applicant) Dated on.....day of ...../...20&

FOR OFFICIAL USE ONLY

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

SIGNED Director General