

COUNTY GOVERNMENT OF NAKURU



Tender Name: **PROVISION OF GENERAL INSURANCE SERVICES**

Tender No. **NCG/PSM/001/2018-2019**

Instruction to Tenderers

Agreement

Annexes

JULY 2018

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

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INTRODUCTION

The County Government of Nakuru wishes to engage the services of insurance firms to provide insurance services

The eligible candidate should also furnish us with the **Mandatory** requirements stipulated under the Special **Conditions of Contract contained in SECTION IV of this tender document.**

EVALUATION CRITERIA

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

TENDER SECURITY

The interested eligible candidates must submit tender security of 2% of the total bid price in any of the forms prescribed under paragraph 2.12.4. Insurance firms are to submit their premiums and

SECTION I - INVITATION FOR TENDERS

TENDER REF No NCG/PSM/001/2018-19 PROVISION OF GENERAL INSURANCE SERVICES

TENDER REF No NCG/PSM/001/2018 -2019

- 1.1 **The County Government of Nakuru** invites **tenders** from eligible candidates for **Provision of General Insurance Services**
- 1.2 Bidding documents with detailed specifications may be obtained from the **Kenya Supplier Portal; supplier.treasury.go.ke** or from the county **website; www.nakuru.go.ke** free of charge.
- 1.3 Prices quoted should be net, inclusive of **all taxes**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.4 Duly completed tenders, marked with “**tender number**” should be submitted online through the Government Integrated Financial Management Information System (IFMIS) so as to be received on or before.

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

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The County Government employees, committee members, Board Members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Nakuru to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The County Government of Nakuru, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The County Government of Nakuru shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

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

- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Oaths and Statutory Declaration Form
- (xiv) Declaration Form
- (xv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify The County Government of Nakuru by post, fax or by email at The County Government of Nakuru's address indicated in the Invitation for tenders. The County Government of Nakuru will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by The County Government of Nakuru. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The County Government of Nakuru shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the The County Government of Nakuru, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and 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 The County Government of Nakuru, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to The County Government of Nakuru's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

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

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

2.12.3 The tender security is required to protect The County Government of Nakuru against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) A bank guarantee from accredited by Central Bank of Kenya .
- b) Such insurance guarantee approved by the Authority (IRA).

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by The County Government of Nakuru as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The County Government of Nakuru as non-responsive.

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

2.14. Submission of Tenders

2.14.1 The Tender duly completed shall;-

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

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

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by The County Government of Nakuru at the address specified under paragraph 2.15.2 not later than

2.16.2 The County Government of Nakuru may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of The County Government of Nakuru and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by The County Government of Nakuru prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

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

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders The County Government of Nakuru may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the County Government of Nakuru in the County Government of Nakuru's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The County Government of Nakuru will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The County Government of Nakuru may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, The County Government of Nakuru will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The County Government of Nakuru's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by The County Government of Nakuru and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The County Government of Nakuru will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The County Government of Nakuru's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

- (a) Operational Plan
 - (i) The County Government of Nakuru requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders offering to perform longer than The County Government of Nakuru's Required delivery time will be treated as non-responsive And rejected.
- (b) Deviation in payment schedule
 - (i) Tenderers shall state their tender price for the payment on Schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative Payment schedule and indicate the reduction in tender Price they wish to offer for such alternative payment Schedule. The County Government of Nakuru may consider the Alternative payment schedule offered by the selected Tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the County Government of Nakuru

2.23.1 Subject to paragraph 2.19 no tenderer shall contact The County Government of Nakuru on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence The County Government of Nakuru in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the County Government of Nakuru deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County Government of Nakuru will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the County Government of Nakuru will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

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

2.26. The County Government of Nakuru's Right to accept or Reject any or all Tenders

2.26.1 The County Government of Nakuru reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the County Government of Nakuru's action. If the County Government of Nakuru determines that none of the tenders is responsive, The County Government of Nakuru shall notify each tenderer who submitted a tender.

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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, the County Government of Nakuru will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and The County Government of Nakuru pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

2.28 Signing of Contract

2.28.1 At the same time as The County Government of Nakuru notifies the successful tenderer that its tender has been accepted The County Government of Nakuru will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to The County Government of Nakuru.

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

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to The County Government of Nakuru.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The County

Government of Nakuru may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The County Government of Nakuru requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

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

Appendix to instructions to Tenderers

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

| | | |
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| | <u>Eligible bidders are Insurance underwriters</u> | |
| | <i>The criteria of evaluation and the points to be awarded on each criterion will be as follows:</i> | |
| A. | MANDATORY REQUIREMENTS | POINTS |
| A1 | Evidence of registration with IRA and a copy of 2018 license be submitted | YES/NO |
| A2 | Copy of valid Tax Compliance Certificate | YES/NO |
| A3 | Current Business Permit/License (2018) | YES/NO |
| A4 | Certificate of Incorporation/Business Registration | YES/NO |
| A5 | Submit a copy of tender security of 2% of the contract price to the County Government of Nakuru | YES/NO |
| A6 | Physical location of business premises (See business questionnaire) | YES/NO |
| A7 | Company/Business Profile | YES/NO |
| A8 | Disclosure of Directors/ Partners /Sole Proprietor | YES/NO |
| A9 | Proof of Re-insurance Treaty | YES/NO |
| A10 | Professional Indemnity Policy Schedule for the current period at least Kshs 100 Million | YES/NO |
| A11 | Audited financial statements for the last 3 years (2015, 2016 and 2017) | YES/NO |
| A12 | Certified Bank Statement for the last 12 Months | YES/NO |
| A13 | Details of professional qualifications for at least 4 proposed key staff | YES/NO |
| A14 | Evidence AKI/AIB membership | YES/NO |
| A15 | Written confirmation by the tenderer that the firm has not been debarred as a service provider (see attached declaration form) | YES/NO |
| A16 | Complete attached business questionnaire | YES/NO |
| A17 | Must have provide satisfactory services previously delivered to Nakuru County | YES/NO |
| A18 | Full response to all Special Conditions by Underwriters | YES/NO |
| B. | GENERAL REQUIREMENTS | |
| B1. | Financial Capability (As supported by Audited Accounts for the last three (3) years 2015, 2016, 2017 | 15 |
| B2. | Indicate having undertaken similar assignment with at least 5 Public Sector | 5 |

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| | firms for the last 3 years (attach documentary proof) | |
| B3. | <p>Maximum accumulative Volume of Business in a year handled in the last three years (Attach Evidence e.g. Contract documents 15 marks</p> <ul style="list-style-type: none"> - 50 million and above 15marks - 26-50 million 10marks - 0-25 Million 5marks | 15 |
| C | TECHNICAL REQUIREMENTS | |
| C2. | <p>Proposed approach and methodology to carry out the services</p> <ul style="list-style-type: none"> - An elaborate and detailed methodology of asset valuation. | 15 |
| C3. | Litigation History | 5 |
| C4. | Document Conformity/Presentation in the required format(sanctity of the documents) | 5 |
| C5 | <p>Key personnel for specialized works with their detailed CV'S</p> <p>(a) qualification of the Key personnel and experience in a similar field</p> <ul style="list-style-type: none"> (i) Master's Degree's- 25 marks (ii) Degree's 15 marks (iii)Diploma's 10 marks (iv)Professional qualification 5 marks | 25 |
| | <p>(b) experience</p> <ul style="list-style-type: none"> (i) Over 10 years 15 marks (ii) 5-9 years 10 marks (iii)Below 5 years 5 marks | 15 |
| | <p>Only firms scoring 75 points will be considered for further evaluation. Those that will make 75 points or above will proceed to final evaluation whereby technical score will be weighted at 80% while financial at 20%. The firm that ranks the highest in the weighted score will be invited for negotiation in consideration for final award If information is found to be false, the company will be disqualified.</p> | 100 |
| | Closing date of the tenders is 25th July 2018 at 10 a.m. | |

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) “The Contract” means the agreement entered into between The County Government of Nakuru and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to The County Government of Nakuru under the Contract.
- (d) “The County Government of Nakuru” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” mean the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without The County Government of Nakuru's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of The County Government of Nakuru in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without The County Government of Nakuru's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of The County Government of Nakuru and shall be returned (all copies) The County Government of Nakuru on completion of the contract's or performance under the Contract if so required by The County Government of Nakuru.

3.5. Patent Rights

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

2.29 Performance Security

2.29.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the The County Government of Nakuru the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to The County Government of Nakuru as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to The County Government of Nakuru and shall be in the form of:

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

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by The County Government of Nakuru in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.8.2. Payment shall be made promptly by The County Government of Nakuru, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

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

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

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

3.9.4 Price variation requests shall be processed The County Government of Nakuru within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with The County Government of Nakuru's prior written consent.

3.11. Termination for Default

3.11.1 The County Government of Nakuru may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by The County Government of Nakuru.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of The County Government of Nakuru has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event The County Government of Nakuru terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to The County Government of Nakuru for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 The County Government of Nakuru may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to The County Government of Nakuru.

3.13. Termination for Convenience

3.13.1 The County Government of Nakuru by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

- 3.14.1 The County Government of Nakuru and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

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

3.17 Force Majeure

- 3.17.1 The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.18 Notices

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

- 4.1.1 Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.
- 4.1.2 Must have done annual gross premiums in previous year of Kshs.300M
- 4.1.3 Must have a Professional Indemnity Insurance Cover of at least Kshs.100 Million and a copy be submitted
- 4.1.4 Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year
- 4.1.5 Must submit a copy of the audited accounts for the previous 3 years
- 4.1.6 Must have total number of management staff of at least ___10 (No) and cv's of the five top managers
- 4.1.7 Must submit copies of the following documents;
 - (a) PIN Certificate
 - (b) Tax Compliance Certificate
 - (c) Certificate of Registration/Incorporation
- 4.1.8 Must be a member of the Association of Kenya Insurance (AKI)
- 4.1.9 Provide evidence that the Company has been registered and in operation for the last (5) Years
- 4.1.10 Must submit declaration that they have never been debarred from any related undertaking
- 4.1.11 Avail a valid IRA license

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

| Reference of general conditions of contract | Special condition of contract |
|---|---|
| 2.29 Performance security | 2% of the contract price |
| 3.7 Delivery of Services | As specified in the tender document |
| 3.8 Payment | As spec,ified in the tender document |
| 3.9 Price adjustment | Price may change on a prorated basis on the number of the Members covered |
| 3.16 Applicable law | As specified in the tender document |
| 3.18 Notices | NAKURU COUTY GOVERNMENT BOX 2870-20100 NAKURU |

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing schedule of requirements.

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

| NO | STATION | Delivery Time |
|-----------|--------------------------------|--|
| 1 | County Government Of Nakuru | 01/08/2018- 31/07/2019 The contract may be renewed for extra one year if there is satisfactory service from service provider. |

SECTION IV DESCRIPTION OF SERVICES

Notes for preparing technical specifications

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

SECTION V – DESCRIPTION OF SERVICES

1. FIDELITY GUARANTEE INSURANCE

Cover: Provide indemnity to the employer in respect of all pecuniary loss as a result of infidelity of employees / position declared.

Persons covered:

| OCCUPATION | NO. | LIMITS OF LIABILITY PER PERSON |
|-------------------------------|-----|--------------------------------|
| Payments Cashier | 2 | Kshs 1,000,000 |
| Total | | Kshs 1,000,000 |
| Aggregate Annual limit: Kshs. | | Kshs 2,000,000 |

2. CASH IN TRANSIT (MONEY INSURANCE)

Cover: Loss of money and damage to safes as declared. Money deemed to include cash, currency notes, postage, revenue and money orders, uncrossed and bearer cheques.

| Schedule | Ksh |
|---|-----------|
| Cash in premises, out of safe and out of business hours | 2,000,000 |
| Loss / damage to safe | 800,000 |
| Cash in premises during business hours | 2,000,000 |
| Cash in transit to and from bank | 2,000,000 |
| Cash with senior staff on safari | 1,000,000 |

Estimated Monthly carry **Kshs.5,000,000.00**

3. PUBLIC LIABILITY INSURANCE

Cover: Legal liability in respect of accidental death, bodily injury / illness or loss or damage to property of third parties including legal expenses. Excluding professional indemnity and products liability risks.

Limits of indemnity **Ksh10, 000,000 (ten million)**

- Any one claim
- General liability claims
- Food and drink claims
- Products liability claims

4. EMPLOYERS LIABILITY INSURANCE

Cover: Provides indemnity to the employer against liability under common law for damages and claimants' costs and expenses for litigation in respect of death, bodily injury and diseases caused to employees during the period of insurance and arising out of and in course of employment.

- Any one person **3,000,000(Three million)**
- Any one occurrence **15,000,000(Fifteen million)**
- Any one year – **30,000,000(Thirty million)**

5. ELECTRONIC EQUIPMENT INSURANCE COVER:

Indemnity in respect of loss or damage due to unforeseen physical loss or damage by fire, explosion, impact of aircraft, singeing, smoldering, sooting, charring electrical damage, burglary, robbery, plundering, sabotage, malicious damage, leakage of water, flood inundation, faulty operation, error in design and defects in material.

| | Particulars pcs | Amount |
|-----------------|----------------------------|---------------|
| Computers | 500 | 42,500,000 |
| Fridges | 25 | 500,000 |
| Microwaves | 30 | 300,000 |
| Photocopier | 25 | 25,600,000 |
| Air Conditioner | 10 | 60,000 |
| Cameras | 20 | 850,000 |
| Laptops | 60 | 6,000,000 |
| T.V | 20 pcs | 800,000 |
| Cookers | 10 | 200,000 |
| Projectors | 10 PCS | 540,000 |
| Printers | 100 | 5,000,000 |
| Server | 10PCS | 2,500,000 |
| Network switch | 20PCS | 600,000 |
| Router | 20PCS | 1,000,000 |

6. FIRE & PERILS

Cover: provides indemnity for loss or damage caused by fire, lightning, explosion, riot and strike, malicious damage, special perils (A to H), earthquake fire & shock and bush fire. Interest and sum insured

| Item No. | Description | sum insured |
|--------------------------|---|--------------------|
| 1. | On various constructed buildings, the property of the at Nakuru County Government | 5 Billion |
| 2. | On stock items at Nakuru County stores. | 100,000,000 |
| 3. | On various equipment, furniture, fittings & fixtures and any other contents in the county | 250,000,000 |
| Total sum insured | | |

7Burglary Insurance

Cover: Indemnity for loss or damage to the insured property arising out of theft or attempt threat accompanied by actual forcible and violent entry or exit including hold up. Interest and sum insured Property of the insured on various constructed buildings, the property of the insured at County Government of Nakuru.

| Item No. | Description | sum insured |
|--------------------------|--|--------------------|
| 1 | On stock items at Nakuru County stores. | 100,000,000 |
| 2 | On various equipment, furniture, fittings & fixtures and any other contents in the Nakuru County | 250,000,000 |
| Total sum insured | | |

First loss sum insured

8. GROUP PERSONAL ACCIDENT

Cover: Indemnity in respect of bodily injury, death and medical expenses caused solely and directly by violent external, accidental and visible means. Renewing the policy for a period of **one year** covering the under noted persons and benefits: - Level of benefit Medical expenses until full recovery or declaration of disability or death as per the law

List all exclusions if any

(The list is bound to change during the period of cover)

| | | |
|---|------------------------------------|------------------------------|
| 1 | Class Policy | Group Personal Accident |
| 2 | No of Actual Members | 4,868 |
| 3 | Annual Basic Salary as per payroll | 2,263,223,580 |
| 4 | Benefit | 5years x Basic Annual Salary |
| 5 | Free cover | |

9. WORKMANS INJURY BENEFITS ACT (WIBA)

The policy should cover employees of the Nakuru County Government on the following:-

| | |
|---------------------|--------------------------|
| Annual Basic salary | Ksh 2,263,223,580 |
| No. of employees | 4,868 |

Benefit

| | |
|----------------------------|--|
| Accidental death | 5 years' salary |
| Permanent total disability | 5years salary |
| Temporary total disability | Actual earnings up to a maximum 104 weeks |
| Medical expenses | Expenses until full recovery or declaration of disability or death as per law. Period of cover one year. |

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

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

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of

.....[Total Tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

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

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

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

| ITEM NO. | DESCRIPTION OF INSURANCE COVER | TOTAL PREMIUM (KSHS.) |
|--------------|--------------------------------|-----------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| TOTAL | | |

(It will be awarded as one Lot)

Contract Form

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

WHEREAS The County Government of Nakuru invited tenders for the Motor vehicle cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____
[contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) The County Government of Nakuru’s Notification of Award
3. In consideration of the payments to be made by the The County Government of Nakuru to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The County Government of Nakuru to provide the medical cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The County Government of Nakuru hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for The County Government of Nakuru)

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

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Whichever applies to your type of business and part 3.

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

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

Part 1: General:

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

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

1.3: Location of business premises
.....

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part 2(a) – Sole Proprietor:

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

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

Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

.....
.....

Part 2(c) – Registered Company:

2c.1: Private or public

.....

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

Nominal Kshs.
Issued Kshs.

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

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

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

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

Part 3 – Eligibility Status

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TENDER SECURITY FORM

4. TENDER SECURITY FORM

Whereas(hereinafter called <the tenderer> has submitted its bid

[name of Bidder]

Datedfor provision of Medical Insurance cover (hereinafter called <the tender?>

[Date of submission of bid]

KNOW ALL PEOPLE by these presents that WEof.....having

[name of bank] [name of country]

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

[name of The County Government of Nakuru]

the sum of Kshs..... for which payment well and truly to be made to

[state the amount]

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

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

THE CONDITIONS of this obligation are:-

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

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

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

We undertake to pay to The County Government of Nakuru up to the above amount upon receipt of its first written demand, without The County having to substantiate its demand, provided that in its demand The County will note that the amount claimed by it is due to

it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

Signature:.....

Date:.....

Official Stamp:.....

5. PERFORMANCE SECURITY FORM

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

WHEREAS

..... [Name
of tenderer]

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

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall
furnish you with a bank guarantee by a reputable bank for a sum specified therein as
security for compliance with the Tenderer’s performance obligations in accordance with
the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the tenderer, up to a total of[amount of the
guarantee in words and figures], and we undertake to pay you, upon your first written
demand declaring the tenderer to be in default under the Contract and without cavil or
argument, any sum of money within the limits of
..... [Amount of guarantee] as aforesaid,
without your needing to prove or to show grounds or reasons for your demand or the sum
specified therein.

This guarantee is valid until the _____ day of _____ 20

Signature and seal of the Guarantors

.....
[Name of bank of financial institution]

.....
[Address]

.....
[Date]

OATHS AND STATUTORY DECLARATION FORM

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

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

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

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

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

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

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

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

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

LETTER OF NOTIFICATION OF AWARD

Address of The County Government
of Nakuru

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary