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**PROVISION OF COMPREHENSIVE MOTOR
VEHICLE INSURANCE SERVICES
(FRAMEWORK CONTRACT FOR TWO
YEARS)
TENDER NO: CGWP/040/2018-2019**

CLOSING DATE: AS INDICATED IN THE IFMIS PORTAL

TIME: AS INDICATED IN THE IFMIS PORTAL

NEGOTIATION NO: 730120

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SECTION I INVITATION TO TENDER

TENDER REF NO: CGWP/T/040/2018-2019 **Date:** May, 2019

TENDER NAME: PROVISION OF COMPREHENSIVE MOTOR VEHICLE INSURANCE SERVICES (FRAMEWORK CONTRACT FOR TWO YEARS)

1.1 West Pokot County Government invites sealed bids from Insurance Underwriters for the provision of comprehensive insurance services for Motor Vehicles.

1.2 Completed tender documents must be submitted through the IFMIS portal www.supplier.treasury.go.ke as per requirements contained in the document so as to be received on or before the date and time indicated in the IFMIS. All bid documents must be paginated in the format (1, 2, 3, 4....)

1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

1.4 Tenderers **MUST** scan and upload a copy of the original Bid Bond of Ksh **200,000.00** from of a guarantee from a reputable bank or PPRA approved Insurance Company, valid for a minimum period of one hundred and fifty (150) days from the date of tender opening to the IFMIS portal and deliver the original bid bond to office of the Head supply chain management services, Treasury building.

1.5 Tenders will be projected on the screen immediately thereafter in the presence of the Tenderers or candidates representatives who choose to attend at the Treasury Building, Main boardroom Ground floor.

NOTE:

Bidders who may experience challenges in accessing or uploading tender documents in the **IFMIS TENDER PORTAL** should contact the **IFMIS** helpdesk Tel (0800721477) at the National Treasury or Contact Supply chain Management services office Treasury Building Ground Floor.

The system will automatically **LOCK OUT** at the time and date of the tender closing on the **IFMIS PORTAL**

MANUAL SUBMISSIONS will not be accepted. All tenders must be submitted through the **IFMIS** platform.

**HEAD SUPPLY CHAIN MANAGEMENT SERVICES
FOR: CHIEF OFFICER, FINANCE**

SECTION II - INSTRUCTIONS 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 tenderers eligible as described in the Invitation to Tender. Successful tenderers shall provide the services required for the stipulated duration from the commencement (hereinafter referred to as the term) specified in the tender document.
- 2.1.2 West Pokot County Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by West Pokot 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 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 procuring entity, 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 this tender document shall be **Kshs.NIL**
- 2.2.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.3. Contents of Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Details of Insurance Cover
 - (vii) Tender Form

- (viii) Contract Form
- (ix) Insurance Company's Authorization Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 tenders, prescribed by the procuring entity. 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 prospective tenderers that have received the tender document.

2.4.21 West Pokot 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 Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, 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 amendment.

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

2.61. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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 of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence that the Services and ancillary services to be supplied by the tenderer are eligible Services and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.12

2.8 Tender Forms

- 2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity, and prices.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the Services it proposes to supply under the contract
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.9
- 2.9.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

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 tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12. **Tender Security**

2.12.2 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.12.3 The tender security shall be in the amount of 0% per cent of the tender price.

2.12.4 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.3

2.12.5 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 or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.12.6 Any tender not secured in accordance with paragraph 2.12.5 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.12.7 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 prescribed by the Procuring entity.

2.12.8 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.12.8 and furnishing the performance security.

2.12.9 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.12.9Or
 - (ii) to furnish performance security.

2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.13. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.2 The Procuring entity shall prepare one copy of the tender, clearly marking it "**ORIGINAL TENDER**".

2.14.3 The original 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.4 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.

2.14 Sealing and Marking of Tenders

2.15.2 The Tenderer shall seal the original tender in an envelope, duly marking the envelopes as "**ORIGINAL**".

2.15.3 The envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE, 20th May, 2019 at 10:00a.m**"

2.15.4 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.16 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.3 no later than *date and time indicated in the IFMIS portal*

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.16.2, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore 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 Procuring Entity 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 2.17. A withdrawal notice may also be sent by cable, telex 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.9
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity 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.

2.18 Opening of Tenders

- The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *20th May, 2018 at 10:00a.m*
- 2.18.1 and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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 Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination

2.20.1 The Procuring entity 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 quantify, 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 Procuring entity 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 effect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22 the Procuring entity 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 Procuring entity'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 Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.21 Conversion to Single Currency

2.21.1 Where other currencies are used, the procuring entity will convert these 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 Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.22.2 The Procuring Entity evaluation of a tender shall take into account, in addition to the tender price, the factors ,in the manner and to the extent indicated in the technical evaluation criteria and TOR

2.22.3 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.22.4 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.

2.23 Contacting the Procuring entity

2.23.1 Subject to paragraph 2.23 no tenderer shall contact the Procuring entity on any matter related 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 Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

Post-qualification

2.23.3 The Procuring entity will 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.

2.23.4 The determination will take into account the tenderer financial, technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Procuring entity deems necessary and appropriate.

2.23.5 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.23.6 The Procuring entity will award the contract to the successful tenderer(s) 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.

(C) Procuring entity's Right to Accept or Reject Any or All Tenders

2.23.7 The Procuring entity 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 Procuring entity's action

2.24 Notification of Award

2.24.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.24.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.12.8, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.8

2.25 Signing of Contract

2.25.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.25.2 Within seven (7) days of receipt of the Notification letter, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26 Corrupt or Fraudulent Practices

2.26.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.26.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Eligible tenderers shall be Registered Insurance Underwriters facilitating Insurance covers with valid operation licenses for the year 2019 issued by the Insurance Regulatory Authority(IRA) KENYA</i>
2.12.3	<i>Tender security shall be KES.200,000.00</i>
2.16	<i>The tender shall be closing on date and time indicated on the IFMIS portal</i>
2.22	<i>In addition ,the terms of reference and technical evaluation provided in the special conditions of contract shall be taken into account in arriving at the lowest evaluated bidder</i>

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity 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 any services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract.
- (e) “The Tenderer” means the firm providing the services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any or information provision therefore, furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in this tender document

3.4.3 Any document, other than the Contract itself, enumerated in shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Contract if so required by the Procuring entity

3.5 Patent Rights

3.5.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in the Procuring entity's country

3.6 Payment

3.6.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.6.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.7 Prices

3.7.1 Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.7.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.7.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.8 Assignment

3.8.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.9 Termination for default

3.9.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.9.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.10 Resolution of Disputes

3.10.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.10.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.11 Language and Law

3.11.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.12 Force Majeure

3.12.1 The tenderer 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Tendering Notes

- The duration of the contract shall be one year renewable annually on due date and subject to satisfactory performance of the services. The Procuring entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance Provider
- The tender is open only to the bidders who participated in the prequalification of suppliers exercise and were accordingly shortlisted.
- The submissions under terms of reference and technical evaluation shall form the basis of selection of the insurance service provider
- The premium amounts to be read during the tender opening, if any, shall not be deemed as the lowest evaluated bid amounts and shall not form the basis of the final decision of the Procuring Entity. The outcome of the technical evaluation is key to this decision.

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Within fifteen (15) days from receipt of letter of acceptance, the successful tenderer shall furnish to the Procuring entity the performance security 5% of the total contract price.</i>
3.12.1Payment	<i>Upon commencement of cover and upon renewal of cover. Payment in Installments to be negotiated</i>
3.18.1Applicable law	<i>Shall be the laws of Kenya</i>

TERMS OF REFERENCE FOR THE PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES

1. OBJECTIVE

The main objective is to secure affordable, reliable, well managed and comprehensive insurance cover for the County Government's Motor Vehicles.

The County Government intends to engage a single successful bidder to undertake the assignment.

2. SCOPE OF WORK

Prepare a comprehensive insurance proposal covering:

- Loss
- Protection and removal
- Passenger Risk Extension
- Liability to Third Parties-death or bodily injury
- Liability to Third Parties – property damage
- Authorized repair
- Excess charges
- Exclusion cases
- Any other related benefits

3. SUBMISSIONS AND EVALUATION CRITERIA

CONDITIONS TO BE MET

- Must be registered with the Insurance Regulatory Authority as an insurance service provider for the current year 2019 (attach copy of the current license)
- Must be a member of the Association of Kenya Insurance (AKI) and a copy must be submitted
- Submit in writing a duly signed letter indicating that the firm is not debarred from participating in the Public Procurement process

A) Key personnel qualification and Experience (25 points)

- Provide at least four Key professional staff with specific portfolio /task each with the following minimal qualification and experience:
 - ✓ Principal Officer-Degree in Insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute(attach copies of qualification certificates)
 - ✓ The Other three must have a minimum of a Diploma of the Chartered Insurance Institute with at least five years experience in the insurance industry. (attach copies of qualification certificates)

B) Company's Past Experience (30points)

- The company must have offered Insurance cover for motor vehicles to at least five large clients with comparable volumes as tabulated in schedule enclosed and have serviced them for at least two consecutive years. Provide details of clients as below:
 - ✓ Name
 - ✓ Address
 - ✓ Contact Person
 - ✓ Evidence of letters of engagement, contract award from the said five clients

C) Proposal on Administration of the insurance cover (15 points)

D) Business Support (15 points)

- Indicate business volumes and corresponding premiums handled in the last three years relating to the proposed Insurance Cover.(Attach documentary evidence)
 - ✓ Kshs.10 million and above
 - ✓ Kshs.7-9 million
 - ✓ Kshs.4-6 million
 - ✓ Kshs. 1-3 million
 - ✓ Kshs. 500k-1 million
 - ✓ Kshs. Below 500k
- Tenderers authority to seek references-**2 points**(authority must be in writing, signed and stamped)
- Full details of Tenderers appointed bankers -**2.5 points**
- Valid NSSF Compliance Certificate – **2.5 points**
- Paid-up capital of at least Kshs. 100 million –**2 point**
- Bank guarantee of Kshs. 1 million –**2 point**
- Professional Indemnity cover of Kshs. 10 million – **1 point**
- Annual gross premiums in the previous year of over **KES. 50M.– 2 points**
- Overall presentation of submission – **1 points**

NOTE

- Only Tenderers scoring above 70% of the technical score shall proceed to the financial stage.

FINANCIAL PROPOSAL

The financial proposal will include but not limited to the below listed:

- Applicable annual premiums for private, commercial, motorcycles etc
- Loss limits payable
- Protection and removal with applicable limits
- Liability to Third Parties-death or bodily injury-limits payable
- Liability to Third Parties – property damage-limits payable
- Authorized repair limits
- Own damage limit payable
- Theft with /without devices limit payable
- Replacement costs limit payable-windscreen, radio etc
- Towing limits payable
- Excess charges applicable

A. PRELIMINARY EVALUATION (INSURANCE UNDERWRITERS)

SERIAL NO.	MANDATORY REQUIREMENTS	RESPONSIVENESS (YES/NO)
1	Attach certified Business Registration Certificate/Certificate of Incorporation	
2	Valid Tax Compliance Certificate	
3	Attach CR12 certificate	
4	Must be registered with the Insurance Regulatory Authority as an insurance service provider for the current year 2019 (attach copy of the current license)	
5	Membership certificate for Association of Kenya Insurance (AKI)	
6	Membership of Insurance Brokers of Kenya	
7	Minimum annual gross premiums in previous year 2018 of Kshs 1,000,000,000.00 (Attach evidence)	
8	Paid up capital of at least Kshs. 500,000,000.00	
9	Audited Accounts for the last 3 recent years 2016, 2017, 2018	
10	Duly filled and signed and stamped form of tender	
11	Duly filled and signed confidential business questionnaire	
12	Integrity and anti-corruption declaration commitment pledge	

13	Bid bond amount Kshs 200,000.00 valid for 120 days	
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TECHNICAL EVALUATION

SERIAL NO.	TECHNICAL REQUIREMENTS	WEIGHTING SCORE	MAXIMUM SCORE
1.	Provide at least four Key professional staff with specific portfolio /task each with the following minimal qualification and experience:	Principal Officer-Degree in Insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute(attach copies of qualification certificates) 4 Marks □ The Other three must have a minimum of a Diploma of the Chartered Insurance Institute with at least five years experience in the insurance industry. (attach copies of qualification certificates) 2Marks Each	10
2.	Proposal on Administration of the insurance cover	Detailed work plan	5
3.	<ul style="list-style-type: none"> • The company must have offered Insurance cover for motor vehicles to at least five large clients with comparable volumes as tabulated in schedule enclosed and have serviced them for at least two consecutive years. Provide details of clients as below: ✓ Name ✓ Address ✓ Contact Person ✓ Evidence of letters of engagement, contract award from the said five 	<ul style="list-style-type: none"> • 5 Clients with copies of LPO/LSO/CONTRACT • 25 marks • Others prorated at: <u>Number of Clients'</u> <u>x25 /5</u> 	25

	clients		
4.	<ul style="list-style-type: none"> • Indicate business volumes and corresponding premiums handled in the last three years relating to the proposed Insurance Cover.(Attach documentary evidence) ✓ Kshs.10 million and above ✓ Kshs.7-9 million ✓ Kshs.4-6 million ✓ Kshs. 1-3 million ✓ Kshs. 500k-1 million ✓ Kshs. Below 500k 		15
	<ul style="list-style-type: none"> • Tenderers authority to seek references-2 points(authority must be in writing, signed and stamped) • Full details of Tenderers appointed bankers -2.5 points • Valid NSSF Compliance Certificate – 2.5 points • Paid-up capital of at least Kshs. 100 million –2 point • Bank guarantee of Kshs. 1 million –2 point • Professional Indemnity cover of Kshs. 10 million – 1 point • Annual gross premiums in the previous year of over KES. 50M.– 2 		15

	points Overall presentation of submission – 1 points		
	TOTAL		70

Bidders that score 50% and above in the technical evaluation will proceed to financial evaluation.

See schedule below for motor vehicle listings

The values indicated are presented to enable you tabulate the required costs and premiums. The final figure may however vary slightly subject to new inclusions, revisions and valuations or otherwise as the County Government will deem necessary.

SCHEDULE OF REQUIREMENT – LIST OF MOTOR VEHICLES

S/N O;	REG. NUMBER	Make and Model	CATEGORY	ORIGINAL VALUE KES	MOTOR VEHICLE BOOK VALUE(KES)	PREMIUM KES
1.	KCA 343F	Toyota Hilux D/Cab	COMMERCIAL	4,355,691.80	1,938,282.90	
2.	KCA 344F	Toyota Hilux D/Cab	COMMERCIAL	4,355,691.80	1,284,929.10	
3.	24CG 053A/ KCE 010D	TOYOTA LC H/TOP AMBULANCE	COMMERCIAL	7,993,915.00	4,756,379.00	
4.	KCA 315F	Toyota Hilux D/Cab	COMMERCIAL	5,092,046.00	2,011,358.20	
5.	KCA 458 F	Truck Main Rig	COMMERCIAL	5,100,000.00	4,105,500.00	
6.	24CG 039A	Support Truck	COMMERCIAL	3,000,000.00	2,385,000.00	
7.	24CG 046A	Test Pumping Unit	COMMERCIAL	5,100,000.00	2,783,902.50	
8.	24CG 030A	Toyota Hilux	COMMERCIAL	4,413,515.00	1,699,973.00	
9.	KCA 012F	ISUZU FVZ23	COMMERCIAL	9,500,000.00	8,027,500.00	
10.	KCA 014F	ISUZU FVZ23	COMMERCIAL	9,500,000.00	7,267,500.00	
11.	KAW 725Z	FORD RANGER	COMMERCIAL	4,000,000.00	820,000.00	
12.	24CG016A	Toyota Hilux PICK-UP	COMMERCIAL	4,413,515.00	2,096,419.70	
13.	KBR 128S	NISSAN X37 D/CAB	COMMERCIAL	3,600,000.00	1,044,000.00	
14.	Numberless	IVECO FIRE -ENGINE	COMMERCIAL	69,000,000.00	61,410,000.00	
15.	KCB 480R	ISUZU FTS	COMMERCIAL	15,000,000.00	12,375,000.00	
16.	24CG051A/ KBY 877C	SOLIS Tractor	COMMERCIAL	6,000,000.00	3,480,000.00	
17.	ZE1636	24CG051A Trailer	COMMERCIAL	1,200,000.00	696,000.00	
18.	KBJ 748U	NEW HOLLAND Tractor	COMMERCIAL	4,000,000.00	1,960,000.00	
19.	ZD8048	KBJ 748U Trailer	COMMERCIAL	300,000.00	149,000.00	
20.	24CG061A	CASE 865B	COMMERCIAL	25,000,000.00	14,625,000.00	

S/ N O:	REG. NUMBER	MAKE AND MODEL	CATEGO RY	ENGIN E NO.	CHASIS NO.	MOTOR VEHICLE BOOK VALUE (KSH)	PREMIUM (KSH)
1.	GVN 024A	TOYOTA PRADO/K DJ150R	PRIVATE	1KD-2316211	JTEBH3FJ40-K113342	5,748,481.50	
2.	GVN 024B	TOYOTA PRADO TX	PRIVATE	1KD 2360817	JTEBH3FJ40-K125845	2,711,450.00	
3.	KBY 463C	SUZUKI GRAND VITARA	PRIVATE	J20A80 9959	JS3TA54VIG4101568	2,366,000.00	
4.	24CG 029A	SUZUKI GRAND VITARA	PRIVATE	J20A-809605	JS3TD54V9E4101527	2,070,360.00	
5.	24CG 048A	KUN 51R-N FORTUNE R	PRIVATE	-	-	2,053,480.00	
6.	24CG 054A/ KBY639 C	CORROLL A 1.6	PRIVATE	U651980	3081234	2,080,918.20	
7.	24CG 036A	KUN 51R-N FORTUNE R	PRIVATE	A440265	8026480	1,624,394.70	
8.	24CG 028A	KUN 51R-N FORTUNE R	PRIVATE	A434635	8026404	1,563,096.80	
9.	24CG 020A	FORD EVEREST	PRIVATE	1384018	W505001	2,720,679.00	
10.	24CG 049A	FORD EVEREST	PRIVATE	1382717	W504514	1,484,000.00	
11.	24CG 050A	TOYOTA HARD-TOP	PRIVATE	0774696	7023473	3,332,987.50	
12.	24CG 041A	TOYOTA HARD-TOP	PRIVATE	0774233	7023478	3,472,105.00	
13.	24CG 022A	TOYOTA HARD-TOP	PRIVATE	0774832	7023486	2,022,215.00	
14.	24CG 043A	TOYOTA HARD-TOP	PRIVATE	0771281	7023488	2,785,315.00	
15.	24CG 010A	TOYOTA HARD-TOP	PRIVATE	0771298	7023490	2,632,695.00	
16.	24CG 058A/ KBZ 317D	TOYOTA HARD-TOP	PRIVATE	0774901	7023497	2,632,695.00	
17.	24CG 015A	TOYOTA HARD-TOP	PRIVATE	0774942	7023500	2,632,695.00	
18.	24CG 027A	TOYOTA HARD-TOP	PRIVATE	0774964	7023503	2,709,005.00	
19.	24CG 017A	TOYOTA FORTUNE R	PRIVATE	-	-	2,919,589.70	
20.	KCA 484F	TOYOTA	PRIVATE	-	-	2,545,546.20	

		FORTUNE R					
21.	KCA 345F	TOYOTA PRADO	PRIVATE	-	-	3,244,670.40	
22.	24CG009A	ISUZU D/MAX	PRIVATE	-	-	1,708,500.00	
23.	KCA 497F	Chevrolet Trail Blazer	PRIVATE	-	-	2,425,000.00	
24.	KCA 485F	TOYOTA FORTUNE R	PRIVATE	-	-	2,777,649.00	
25.	KCA 486F	TOYOTA FORTUNE R	PRIVATE	-	-	2,376,061.20	
26.	24CG 025A	T/Land cruiser	PRIVATE	-	-	3,014,245.00	
27.	KCA 488F	TOYOTA FORTUNE R	PRIVATE	-	-	2,844,580.25	
28.	KBG 218C	Toyota Prado TX	PRIVATE	-	-	1,645,000.00	
TOTAL FOR PRIVATE VEHICLES CARRIED TO PRICE SCHEDULE							

Double Cabins

S/NO:	REG. NUMBER	MAKE AND MODEL	CATEGORY	ENGINE NO.	CHASIS NO.	MOTOR VEHICLE BOOK VALUE(KES)	PREMIUM KES
1)	24CG 035A	TOYOTA HILUX	commercial	A390481	6083664	1,875,743.88	
2)	24CG 019A	TOYOTA HILUX	commercial	A442907	6085537	1,037,176.03	
3)	24CG 047A	TOYOTA HILUX	commercial	A390526	6083677	1,522,662.70	
4)	24CG 034A	TOYOTA HILUX	commercial	0394087	6083771	1,434,392.40	
5)	24CG 038A	TOYOTA HILUX KUN 25R-DC	commercial	2KD-A420311	6084645	2,0394,653.90	
6)	24CG 013A	TOYOTA HILUX KUN 25	commercial	2KD-A388393	5530609	1,897,811.50	
7)	24CG 033A	TOYOTA HILUX	commercial	A430902	6085051	2,052,284.50	
8)	24CG 023A	TOYOTA HILUX	commercial	2KD-A480508	6087272	1,787,473.60	
9)	24CG 032A	TOYOTA L/CRUISE R HZJ79R-TJMRS 4X4 H/DUTY PICK UP	commercial	0773350	JTEL B71J 40-7723765	2,217,384.40	

10)	24CG 044A	TOYOTA L/CRUISE R HZJ79R- TJMRS 4X4 H/DUTY PICK UP	commercial	0773347	JTELB71J 40- 7723764	3,041,796.60	
11)	24CG 060A	TOYOTA L/CRUISE R HZJ79R- TJMRS 4X4 H/DUTY PICK UP	commercial	0773347	JTELB71J 40-	3,041,796.60	
12)	24CG 040A	TOYOTA HILUX	commercial	A409236	6084245	1,456,460.00	
13)	24CG 037A	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	0780066	0076051	3,150,993.60	
14)	24CG 055A/ KBZ 314D	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	0780083	0076053	2,732,514.90	
15)	24CG 018A	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	0779899	0076047	3,431,509.20	
16)	24CG 031A	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	0776905	0075784	2,848,843.50	
17)	24CG 011A	TOYOTA DOUBLE CAB	commercial	A454140	6086013	1,875,743.90	
18)	24CG 059A/ KBZ 429D	TOYOTA DOUBLE CAB	commercial	A452935	6085952	1,655,068.20	
19)	24CG 014A	TOYOTA HILUX	commercial	2KD- A456950	6086128	1,814,113.60	
20)	24CG 026A	TOYOTA LANDCRU ISER	commercial	1HZ- 0773238	7723756	2,401,948.80	
21)	24CG 024A	TOYOTA LANDCRU	commercial	1HZ- 0773237	7723755	2,494,331.42	

		ISER					
22)	24CG 056A/ KBZ 353D	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	IHZ0783 511	007653K	3,280,486.50	
23)	24CG 042A	TOYOTA LANDCRU ISER HARD- TOP AMBULA NCE	commercial	IHZ- 0783571	0076541	1,640,243.30	
24)	24CG 021A	TOYOTA LANDCRU ISER	commercial	IHZ- 0773354	7723766	4,064,836.40	
25)	24CG 008A	TOYOTA LANDCRU ISER PICK-UP	commercial	IHZ- 0782266	7724091	1,590,350.00	
26)	24CG052 A/ KBU 631T	TOYOTA HILUX	commercial	-	-	1,045,763.20	
27)	24CG 012A	TOYOTA HILUX	commercial	-	-	1,191,649.10	
28)	24CG 045A	TOYOTA HILUX D/CUB P/UP	commercial	2DK- A029718	AHTFR22 960- 6069376	1,169,581.50	
29)	KBR 838U	FORD EVEREST	commercial	-	-	628,000.00	

HEAVY MACHINERY

S/NO	REG. NO	MAKE AND MODEL	CATEGORY	BOOK VALUE (KES)	PREMIUM (KES)
	24CG 057A	KOMATSU DOZZER WITH RIPPER	COMMERCIAL	15,786,225.00	
	24CG061A	CASE 865B	COMMERCIAL	14,625,000.00	
	KCD 203G	BACKHOE-CATERPILLAR	COMMERCIAL	6,121,632.00	
	KCA 942F	TRACTOR AND IMPLEMENTS	COMMERCIAL	4,969,057.00	
	KCA 943F	TRACTOR AND IMPLEMENTS	COMMERCIAL	5,716,040.00	
	KCA 944F	TRACTOR AND IMPLEMENTS	COMMERCIAL	4,384,462.50	
	KCA 945F	TRACTOR AND IMPLEMENTS	COMMERCIAL	4,709,237.50	
	KCA 946F	TRACTOR AND IMPLEMENTS	COMMERCIAL	4,319,507.50	

	KBZ 301D	TRACTOR AND IMPLEMENTS	COMMERCIAL	3,005,212.00	
	KBZ 302D	TRACTOR AND IMPLEMENTS	COMMERCIAL	3,134,006.80	
	KBZ 303D	TRACTOR AND IMPLEMENTS	COMMERCIAL	3,176,938.40	
	KBY 999C	TRACTOR AND IMPLEMENTS	COMMERCIAL	3,091,075.20	

List of Motor cycles

S/NO	REG. NUMBER	MAKE AND MODEL	CATEGORY	FRAME NO.	BOOK VALUE (KES)	PREMIUM (KES)
1.	24CG118A	YAMAHA DT 175	COMMERCIAL	DGOH-042 539	293,317.20	
2.	24CG108A	YAMAHA DT 175	COMMERCIAL	DGOH-042 542	278,429.00	
3.	24CG 119A	YAMAHA DT 175	COMMERCIAL	DGOH-042 568	317,902.30	
4.	24CG 115A	YAMAHA DT 175	COMMERCIAL	DGOH-042 570	310,672.90	
5.	24CG 105A	YAMAHA DT 175	COMMERCIAL	DGOH-042 583	314,973.40	
6.	24CG 104A	YAMAHA DT 175	COMMERCIAL	DGOH-042 586	307,429.60	
7.	24CG 113A	YAMAHA DT 175	COMMERCIAL	DGOH-042 585	302,659.10	
8.	24CG 131A	YAMAHA DT 175	COMMERCIAL	DGOH-42604	313,419.90	
9.	24CG 120A	YAMAHA DT 175	COMMERCIAL	DGOH-42569	300,171.00	
10.	24CG 116A	YAMAHA DT 175	COMMERCIAL	DGOH-42540	284,374.40	
11.	24CG 126A	YAMAHA DT 175	COMMERCIAL	DGOH-42600	321,902.80	
12.	24CG 124A	YAMAHA DT 175	COMMERCIAL	DGOH-42597	325,615.00	
13.	24CG 109A	YAMAHA DT 175	COMMERCIAL	DGOH-42598	307,553.70	

14.	24CG 127A	YAMAHA DT 175	COMMERCIAL	DGOH- 42596	333,006.50	
15.	24CG121A	YAMAHA T 175	COMMERCIAL	DGOH- 42601	312,317.50	
16.	24CG 101A	YAMAHA DT 175	COMMERCIAL	DGOH- 42541	301,405.70	
17.	24CG 117A	YAMAHA DT 175	COMMERCIAL	DGOH- 42573	318,904.30	
18.	24CG 123A	YAMAHA DT 175	COMMERCIAL	DGOH- 42574	314,541.70	
19.	24CG 111A	YAMAHA DT 175	COMMERCIAL	DGOH- 42564	317,900.20	
20.	24CG 114A	YAMAHA DT 175	COMMERCIAL	DGOH- 42605	309,278.40	
21.	24CG 130A	YAMAHA DT 175	COMMERCIAL	DGOH- 42602	301,358.00	
22.	24CG 112A	YAMAHA DT 175	COMMERCIAL	DGOH- 42599	300,693.50	
23.	24CG 125A	YAMAHA DT 175	COMMERCIAL	DGOH- 42603	313,916.90	
24.	24CG 133A	YAMAHA DT 175	COMMERCIAL	DGOH- 42603	366,943.40	
25.	24CG 122A	YAMAHA DT 175	COMMERCIAL	DGOH- 42565	350,563.20	
26.	24CG 102A	YAMAHA DT 175	COMMERCIAL	DGOH- 42606	333,431.40	
27.	24CG 128A	YAMAHA DT 175	COMMERCIAL	DGOH- 42563	317,905.90	
28.	24CG 103A	YAMAHA DT 175	COMMERCIAL	DGOH- 42567	328,953.60	
29.	24CG 129A	YAMAHA DT 175	COMMERCIAL	DGOH- 42566	342,913.50	
30.	24CG 110A	YAMAHA DT 175	COMMERCIAL	DGOH- 42517	335,472.40	
31.	24CG 138A	YAMAHA DT 175	COMMERCIAL	-	375,427.70	
TOTAL FOR COMMERCIAL MOTOR-CYCLES CARRIED TO PRICE SCHEDULE						

SECTION V – PRICE SCHEDULE

S/NO	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM IN KES
1	PRIVATE MOTOR VEHICLES	
2	COMMERCIAL VEHICLES	
3	HEAVY MACHINERY(COMMERCIAL)	
4	MOTOR CYCLES (COMMERCIAL)	
	TOTAL PREMIUMS INCLUSIVE OF 16% V.A.T CARRIED TO FORM OF TENDER	

TENDERER.....SIGN.....

DATE.....STAMP.....

4. TERMS OF PAYMENT

The County Government of West Pokot will enter into a contract with the successful firm and payment will be paid based on a schedule of payment to be agreed upon at a later stage.

5. SERVICE CONTRACT

A service contract will be entered into between West Pokot County Government and the successful bidder to be effective from 1st June, 2019 for a period of 2 years. The contract may be further extended for a further period subject to satisfactory service delivery.

SECTION VIII - STANDARD FORMS

Notes on the sample 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. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
5. **Performance Security Form-** The performance security form should not be completed by the tenderers 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 procuring entity.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: West Pokot County Government
P.O.Box 222-30600
KAPENGURIA

1. Having examined the tender documents including Addenda Nos. 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 inclusive of all applicable taxes*) 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 in accordance with the conditions of the tender.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by (*Procuring entity*).

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[signature]

[In the capacity of]

PRICE SCHEDULE FORM

ITEM NO.	DESCRIPTION OF INSURANCE COVER	TOTAL PREMIUM (KSHS.)
1.	Provision of Insurance Services For Motor Vehicles	

8.2 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
[*date of submission of tender*] for the supply, installation and commissioning of
..... [*name and/or description of the equipment*] (hereinafter called
“the Tender”) KNOW ALL PEOPLE by these
presents that WE of having our registered
office at (hereinafter called “the Bank”), are bound unto
..... [*name of Procuring entity*] (hereinafter called “the Procuring
entity”) in the sum of for which payment well and truly to be
made to the said Procuring entity, the Bank binds itself, its successors, and assigns
by these presents. Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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 date.

[*signature of the bank*] _____
(Amend accordingly if provided by Insurance Company)

8.3 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 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 the 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 figure*] 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 or sums within the limits of [*amount of guarantee*] as aforesaid, without you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.4 INSURANCE COMPANY AUTHORIZATION FORM

To West Pokot County Government
P.O.Box 222-30600
KAPENGURIA.

WHEREAS.....
.... who are established and reputable underwriters of Insurance having offices at
..... do hereby authorize
..... [to submit a tender, and subsequently negotiate and sign the
Contract with you against tender No. for the Insurance Cover
provided by us.

We hereby extend our full guarantee as per the General Conditions of Contract for the services offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Insurance Company and should be signed by a person competent.