

**COAST WATER SERVICES BOARD**



**BIDDING DOCUMENT**

**FOR**

**PROVISION OF MOTOR VEHICLE INSURANCE**

**TENDER NO. CWSB/T/S/03/18-19**

**March, 2019**

# Table of Contents

	<b>Page</b>
<b>INTRODUCTION .....</b>	<b>3</b>
<b>Section I INVITATION FOR TENDERS.....</b>	<b>4</b>
<b>Section II INSTRUCTION TO TENDERERS</b> Appendix to instructions to tenderers .....	5
<b>Section III GENERAL CONDITIONS OF CONTRACT.....</b>	<b>21</b>
<b>Section IV SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>28</b>
<b>Section V SCHEDULE OF REQUIREMENTS .....</b>	<b>31</b>
<b>Section VI STANDARD FORMS .....</b>	<b>33</b>
1. FORM OF TENDER .....	35
2. PRICE SCHEDULES.....	37
3. CONTRACT FORM.....	38
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ....	39
5. TENDER SECURITY FORM .....	40
6. PERFORMANCE SECURITY FORM.....	41
7. INSURANCE COMPANY’S AUTHORIZATION FORM.....	42

# SECTION I - INVITATION FOR TENDERS

## COAST WATER SERVICES BOARD



### INVITATION TO TENDER

#### **CONTRACT NAME AND DESCRIPTION: WORKS FOR SMALL DAMS, PANS, BOREHOLES AND PROVISION OF MOTOR VEHICLE INSURANCE FOR F/Y 2018-2019.**

1. The Coast Water Services Board a State Corporation in the Ministry of Water and Sanitation (MW&S), has received funding from The National Treasury (TNT) towards the cost of financing water projects in the Coast Region under **Works for Small Dams, Pans And Boreholes**, and it intends to apply part of the proceeds of this fund to payments of Contracts shown in the table below:

**TABLE 1:**

S/no.	Tender No.	Tender Name	Closing Date	Closing Time	Tender Security	Target Group
1	CWSB/T/SPB/W/25/18-19	Extension of Water Supply to Nduru Village – Garsen Constituency ,Tana River County	19/3/2019	1100hrs	100,000	Open to All
2	CWSB/T/SPB/W/26/18-19	Construction of elevated tanks in Galole Constituency ,Tana River County	19/3/2019	1100hrs	100,000	Open to All
3	CWSB/T/SPB/W/27/18-19	Drilling of Borehole in Hashaka in Garsen Constituency ,Tana River County	19/3/2019	1100hrs	100,000	Open to All
4	CWSB/T/SPB/W/28/18-19	Muyu wa Nyufu Borehole Kakuyuni	19/3/2019	1400hrs	100,000	Open to All

		ward Malindi Kilifi County				
5	CWSB/T/S/03/18-19	Provision of Motor Vehicle Insurance	19/3/2019	1400hrs	100,000	Open to All

2. Interested eligible candidates may obtain further information and inspect tender documents during normal working hours from 0800 hours to 1630 hours local time from Monday to Friday, except during lunch hour (1230 hours to 1400 hours), and during weekends and public holidays.
3. A complete set of tender documents may be obtained by interested candidates upon payment of a **non-refundable fee of Ksh.1000 in cash or Bankers Cheque** payable to the **Chief Executive Officer** or can be downloaded free of charge from Coast Water Services Board website [www.cwsb.go.ke](http://www.cwsb.go.ke) and immediately email the firms' names and contact details to: [procurement@cwsb.go.ke](mailto:procurement@cwsb.go.ke) for records and communication of any tender clarifications or addenda.
4. Prices quoted should be inclusive of all taxes, must be in Kenya shillings and shall remain valid for 90 days from the closing date of tender. Tenders must be accompanied by Tender security or Tender securing declaration (TSD) as shown in attached table.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at Procurement Office, Coast Water Services Board Mikindani Street Off- Nkrumah road, Mombasa and be to:

**Chief Executive Officer**  
**Coast Water Services Board**  
**Mikindani Street (Off- Nkrumah road)**  
**P.O. Box 90417 – 80100**  
**MOMBASA.**
6. So as to be received on or before as indicated in the table above
7. Tenders will be opened immediately thereafter in the **Boardroom, Coast Water Services Board, Mikindani Street (Off- Nkrumah road)** in presence of the candidates or their representatives who choose to attend.

**CHIEF EXECUTIVE OFFICER**  
**COAST WATER SERVICES BOARD**

## SECTION II - INSTRUCTION TO TENDERERS

### Table of Clauses

	Page
2.1 Eligible Tenderers.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tenders.....	8
2.7 Documents Comprising the Tender.....	8
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tenders.....	11
2.15 Sealing and Marking of Tenders.....	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and Withdrawal of Tenders.....	12
2.18 Opening of Tenders.....	13
2.19 Clarification of Tenders.....	13
2.20 Preliminary Examination.....	13
2.21 Conversion to Single Currency.....	14
2.22 Evaluation and Comparison of Tenders.....	14
2.23 Contacting the Procuring Entity.....	15
2.24 Post-Qualification.....	16
2.25 Award Criteria.....	16
2.26 Procuring Entity's Right to Vary Quantities .....	16
2.27 Procuring Entity's Right to Accept or Reject any or all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

## **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 procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 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 the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of Tender Document**

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of 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) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the 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 Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. 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 the 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 candidates who have received the tender documents.

2.4.2 The procuring entity 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 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 issuing an addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, 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 Procuring entity, shall be written in the 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 Procuring

entity'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 Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity 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 90 days after date of tender opening pursuant to paragraph 2.18. 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 granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL

TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer 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 to tender and the words, “DO NOT OPEN BEFORE *Tuesday, 19<sup>th</sup> March 2019 at 2:00pm*

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

**2.16.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than *Tuesday, 19<sup>th</sup> March 2019 at 2:00pm*

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 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

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

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ***Tuesday, 19<sup>th</sup> March 2019 at 2:00pm*** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenders' 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, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and 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 and Responsiveness**

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 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 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 nonconformity.

## **2.21. Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity 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 Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity'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 Procuring entity 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 procuring entity'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 Procuring entity 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 Procuring entity**

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

### **2.24 Post-qualification**

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity 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 Procuring entity 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 Procuring entity 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. Procuring entity's Right to accept or Reject any or all Tenders**

2.26.1 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. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 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 Procuring entity 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 procuring entity 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 Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.28 Signing of Contract**

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.
- 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 Procuring entity.
- 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 Procuring entity 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 Procuring entity 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 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

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

## Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	<i>Open to both Undertakers &amp; Brokers</i>
2.15.2 (b)	<i>Tuesday, 19<sup>th</sup> March 2019 at 2:00pm</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.18.1	<i>As 2.15.2 (b) above</i>

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	22
3.2 Application.....	22
3.3 Standards.....	22
3.4 Use of Contract Documents and Information.....	23
3.5 Patent Rights.....	23
3.6 Performance Security.....	23
3.7 Delivery of Services and Documents.....	24
3.8 Payment.....	24
3.9 Prices.....	24
3.10 Assignment.....	24
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	25
3.13 Termination for Convenience.....	25
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	26
3.16 Applicable law.....	26
3.17 Force Majeure.....	26
3.18 Notices.....	27

## **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 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 Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity'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 Procuring entity 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 Procuring entity'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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**

3.5.1 The Contractor 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 under the contract or any part thereof.

### **3.6 Performance Security**

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

### **3.9. Prices**

- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments



authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by the procuring entity 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 Procuring entity's prior written consent.

### **3.11. Termination for Default**

3.11.1 The Procuring entity 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 Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity 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 Procuring entity 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 procuring entity.

### **3.13. Termination for Convenience**

3.13.1 The Procuring entity 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 procuring entity 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 procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### CRITERIA OF EVALUATION

#### RISKS: MOTOR VEHICLE – 2017/2018 FINANCIAL YEAR

The process of evaluation and comparison of tenders will be merit point system, and shall be as follows:-

- ✚ Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.
- ✚ Technical Evaluation: Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 65% to qualify for further evaluation under the Financial Evaluation Criteria.
- ✚ Financial Evaluation: The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurers as specified.
- ✚ The winning bidder shall conduct valuation for all motor vehicles Six (6) months prior to ending of contract period.

#### 4.1. Evaluation Criteria for Underwriters

<i>Preliminary Requirements for Underwriters</i>		
A	Mandatory Requirements	Yes /No
1	Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.	
2	Must have done annual gross premiums in previous year of Kshs.250 Million	
3	Must have paid up capital of at least Kshs.50 Million	
4	Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year	

5	Must submit a copy of the audited accounts for the last three years	
6	Must be a member of the Association of Kenya Insurance (AKI)	
7	Must have total number of management staff of at least 10 No.	
8	Must submit a copy of Certificate of Registration/Incorporation	
9	Tender Security of Kshs.100,000.00 in the form of a Bank Guarantee from a banking institution or a bond issued by a surety from a recognized Insurance Company by the Authority.	
10	Tender Security of kshs.100,000.00 valid for an additional thirty( 30)days	
11	Tender form duly Completed, signed and stamped by the tenderer in the format provided	
12	Confidential business questionnaire duly Completed, signed and stamped by the tenderer in the format provided	
13	Must submit current business permit	
14	Must submit a copy of valid Tax Compliance Certificate	
15	Must submit copy of PIN Certificate	
16	Must have compliance certificate from NSSF or submit evidence of remittance for the last three (3)months	
17	Must have Compliance certificate from NHIF or submit evidence remittance for the last (3) three months	
18	A written declaration signed by the Firm's Principal Officer that all information provided is accurate and that any material misrepresentation could lead to disqualification or policy cancellation.	
19	Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.	
B	<b><i>Technical Requirements for Underwriters</i></b>	<b><i>Marks Allocated</i></b>
	<b><u>Certified copies of Latest audited financial statements.</u></b> Submit audited financial accounts for the latest three (3) years	20 Mks
	<b><u>Staff qualifications and experience:</u></b> The Underwriter should have a minimum total number of four (4) professional/technical staff(minimum qualification being University degree or associateship from reputable insurance	40 mks

institute). However the team shall possess the academic and professional qualifications set out below: -

i. The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include the team leader, one (1) senior management staff and two (2) other management staff.

ii. The team leader shall have at least ten (10) years' experience as senior manager, in general management in the insurance industry and a minimum academic /technical qualification of a university degree or an associate of the chartered insurance institute. Added advantage will be given to teams where Principal Officer/Managing Director is the team leader.

iii. The senior manager shall have at least seven (7) years' experience as a senior manager, in general management in the insurance industry and a minimum academic/technical qualification of a University degree or an associate of the chartered insurance institute.

iv. The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry.

The team as a whole must comprise of at least (2) associates of the chartered insurance institute or equivalent (such as the Insurance Institute of Kenya).

The Underwriter shall submit recent curriculum vitae (CV) signed by the proposed professional staff and the authorized representative submitting the proposal.

Key information should include number of years worked for broking firm and the degree of responsibility held in various assignments in the insurance industry.

The underwriter shall not submit a name of a professional staff that is not in the Underwriters' permanent employment

	and shall inform The Judiciary of changes, if any, in proposed technical staff during the tender validity period.	
	<p><b><u>Methodology and Work plan for claims settlement:</u></b></p> <p>a) The Underwriters must illustrate the methodology and work plan (with appropriate timing) that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the scope of service under schedule of Requirements (Section V of this tender document).</p> <p>b) Risk management capacity: The Underwriter shall indicate their risk management capacity. The Broker shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost.</p> <p>c) Information management and technology systems in place. The Underwriters should have fully in place, suitable information management technology. Provide details</p>	40 Mks
	<b><u>Total Technical Scores</u></b>	100 mks
<b>C</b>	<b><i>Financial Proposal</i></b>	

**NB:**

***-Pass Mark to qualify for financial evaluation, the bidder must score a minimum of 70% in the technical score.***

***-Technical score will account for 80 marks while Financial 20 marks***

***-The Tender Security shall not be required for entities owned by the YW&PD***

**Selecting the Lowest Bidder**

As the lowest financial offer is allocated the maximum price score according to the indicated weighting, the highest technical score should also receive the maximum technical weighting. The technical score of each offer should be calculated according to the formula:

TW \* marks achieved

Highest mark

Where TW = technical weighting

The price score of each offer should then be calculated according to the formula:

PW \* lowest price

Tenderer's price

Where PW = price weighting

#### 4.2. Evaluation Criteria for Insurance Brokers

<i>Preliminary Requirements for Underwriters</i>		
A	Mandatory Requirements	Yes /No
1	Must be registered with the Commissioner of Insurance for the current year and a copy of the current license be submitted.	
2	Must have a Bank guarantee of at least Kshs.1.5 Million deposited with the Commissioner of Insurance and a Copy be submitted.	
3	Must have a Professional Indemnity Insurance Cover of at least Kshs. 50 Million and a copy be submitted	
4	Must give a list of 5 (five) reputable clients and the total clients premiums for the previous year	
5	Must submit a copy of the audited accounts for the previous three (3) years.	
6	Must be a current member of the Association of Insurance Brokers (AIB) (to be completed as appropriate. Amendments may be made as necessary)	
7	Must have total number of management staff of at least 4 No.	
8	Must submit a copy of Certificate of Registration/Incorporation	
9	Tender Security of Kshs.100,000.00 in the form of a Bank Guarantee from a banking institution or a bond issued by a surety from a recognized Insurance Company by the Authority.	



10	Tender Security of kshs.100,000.00 valid for an additional thirty( 30)days	
11	Tender form duly Completed, signed and stamped by the tenderer in the format provided	
12	Confidential business questionnaire duly Completed, signed and stamped by the tenderer in the format provided	
13	Must submit current business permit	
14	Must submit a copy of valid Tax Compliance Certificate	
15	Must submit copy of PIN Certificate	
16	Must have compliance certificate from NSSF or submit evidence of remittance for the last three (3)months	
17	Must have Compliance certificate from NHIF or submit evidence remittance for the last (3) three months	
18	A written declaration signed by the Firm's Principal Officer that all information provided is accurate and that any material misrepresentation could lead to disqualification or policy cancellation.	
19	Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided.	
<b>B</b>	<b><i>Technical Requirements for Underwriters</i></b>	<b><i>Marks Allocated</i></b>
	<b><u>Certified copies of Latest audited financial statements.</u></b> Submit audited financial accounts for the latest three (3) years	20 Mks
	<b><u>Staff qualifications and experience:</u></b> The Underwriter should have a minimum total number of four (4) professional/technical staff(minimum qualification being University degree or associateship from reputable insurance institute).However the team shall possess the academic and professional qualifications set out below: -  i. The team proposed for the assignment shall comprise of at least four (4) experienced personnel. This shall include the team leader, one (1) senior management staff and two (2) other management staff.  ii. The team leader shall have at least ten (10) years' experience as senior manager, in general management in the	40 mks

	<p>insurance industry and a minimum academic /technical qualification of a university degree or an associate of the chartered insurance institute. Added advantage will be given to teams where Principal Officer/Managing Director is the team leader.</p> <p>iii. The senior manager shall have at least seven (7) years' experience as a senior manager, in general management in the insurance industry and a minimum academic/technical qualification of a University degree or an associate of the chartered insurance institute.</p> <p>iv. The two (2) other technical staff shall have at least five (5) years managerial experience in the insurance industry.</p> <p>The team as a whole must comprise of at least (2) associates of the chartered insurance institute or equivalent (such as the Insurance Institute of Kenya).</p> <p>The Underwriter shall submit recent curriculum vitae (CV) signed by the proposed professional staff and the authorized representative submitting the proposal.</p> <p>Key information should include number of years worked for broking firm and the degree of responsibility held in various assignments in the insurance industry.</p> <p>The underwriter shall not submit a name of a professional staff that is not in the Underwriters' permanent employment and shall inform The Judiciary of changes, if any, in proposed technical staff during the tender validity period.</p>	
	<p><b><u>Methodology and Work plan for claims settlement:</u></b></p> <p>a) The Underwriters must illustrate the methodology and work plan (with appropriate timing) that will be used to carry out the assignments and indicate the proposed claims turn around period as more particularly described in the scope of service under schedule of Requirements (Section V of this tender document).</p>	40 Mks

	<p>b) Risk management capacity: The Underwriter shall indicate their risk management capacity. The Broker shall also illustrate the methodology to be used to carry out loss control surveys and recommendations noting the viability of the recommendations with regard to time and cost.</p> <p>c) Information management and technology systems in place. The Underwriters should have fully in place, suitable information management technology. Provide details</p>	
	<b><u>Total Technical Scores</u></b>	100 mks
<b>C</b>	<b><i>Financial Proposal</i></b>	

**NB:**

**-Pass Mark to qualify for financial evaluation, the bidder must score a minimum of 70% in the technical score.**

**-Technical score will account for 80 marks while Financial 20 marks**

**-The Tender Security shall not be required for entities owned by the YW&PD**

**Selecting the Lowest Bidder**

As the lowest financial offer is allocated the maximum price score according to the indicated weighting, the highest technical score should also receive the maximum technical weighting. The technical score of each offer should be calculated according to the formula:

TW \* marks achieved

Highest mark

Where TW = technical weighting

The price score of each offer should then be calculated according to the formula:

PW \* lowest price

Tenderer's price

Where PW = price weighting

4.2.1 Must be registered with the Commission of Insurance for current year and a copy of the current license be submitted.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	<b>Not applicable</b>
3.7 Delivery of Services	<b>schedule of requirements and the special conditions of contract</b>
3.8 Payment	<b>Premiums will be paid within 30 days of receipt of Invoice / Demand Note</b>
3.9 Price adjustment	<b>N/A</b>
3.16 Applicable law	<b>Laws of Kenya</b>
3.18 Notices	<b>Coast Water Services Board Mikindani Street off Nkrumah Road P.o.Box 90417-80100 Mombasa</b>

*(Modify as necessary)*

## SECTION V - SCHEDULE OF REQUIREMENTS

The CWSB seeks to engage an Underwriter or Insurance Broker to provide Insurance services for motor vehicle insurance as per the details provided in section VI – Description of services:-

The contract will be for an initial period of one year from the date of renewable annually upto to maximum of three (3) years subject to satisfactory performance.

During this period, the insurer will be required to maintain all the required licenses. The current fleet of vehicles is as below. The number will however fluctuate during the contract period.

### Detail Schedule of Motor Vehicle / Cycles

S/NO	VEHICLE REG. NO.	MAKE/TYPE	YOM	ESTIMATED VALUE
1	KAT 357X	Toyota Prado S/W	2005	420,000.00
2	KAX 468N	Toyota L/C Pickup	2006	720,000.00
3	KCB 832M	Toyota Hilux D/C	2014	2,600,000.00
4	KBG 885C	Toyota L/C Pickup	2009	1,500,000.00
5	KCB 831M	Toyota Hilux D/C	2014	2,600,000.00
6	KBJ 105U	Nissan Urvan	2010	1,200,000.00
7	KCB 833M	Toyota Hilux D/C	2014	2,600,000.00
8	KCP 324K	Ford Ranger	2018	7,500,000.00
9	KBR 263U	Toyota Hilux D/C	2012	2,300,000.00
10	KCA 025F	Toyota Hilux D/C	2014	2,300,000.00
11	KBR 322U	Toyota Hilux D/C	2012	2,300,000.00
12	KBZ 136D	Toyota L/C Hard Top	2015	4,800,000.00
13	KBZ 137D	Toyota L/C Hard Top	2015	4,800,000.00
14	KBZ 139D	Toyota L/C Hard Top	2015	4,800,000.00
15	KBZ 978G	Toyota Fortuner	2015	3,800,000.00
16	KBU 291B	Toyota Fortuner	2012	3,700,000.00
17	KBU 539R	Toyota Prado S/W	2013	3,000,000.00
18	KBS 474Y	Toyota Hilux D/C	2012	2,300,000.00
19	KBT 034B	Toyota Hilux D/C	2011	2,300,000.00
20	KCA 015F	Isuzu FVZ 6X4	2014	7,000,000.00
21	KCD 340G	Isuzu FRR Truck	2015	3,650,000.00
22	KCD 341G	Isuzu FRR Truck	2015	3,750,000.00

23	KCA 156F	New Holland Backhoe Excavator	2014	9,300,000.00
24	KBU 396T	Toyota L/C Pickup	2013	3,000,000.00
25	KCA 100F	Mitsubishi Canter Light Duty Truck W/Crane	2014	5,400,000.00
26	KCA 096F	Mitsubishi Fuso Medium Duty Truck W/Crane	2014	9,000,000.00
27	KCD 365G	Isuzu EXZ Prime Mover	2014	10,000,000.00
28	ZE 4936	RANDON Low Loader Trailer	2015	4,500,000.00
29	KCE 503D	Isuzu 33 Sitter Mini Bus	2015	4,200,000.00
30	KBZ 855D	Chevrolet Captiva	2014	4,200,000.00
31	KBT 436W	Toyota Hilux D/C	2012	2,300,00.00
32	KBU 193V	Toyota Hilux D/C	2012	2,300,000.00
33	KBP 582J	Toyota Hilux D/C	2010	2,300,000.00
34	KBJ 870U	Yamaha DT 175	2010	270,000.00
35	KBJ 871U	Yamaha DT 175	2010	270,000.00
36	KBJ 872U	Yamaha DT 175	2010	250,000.00
37	KBJ 874U	Yamaha DT 175	2010	280,000.00
38	KBJ 875U	Yamaha DT 175	2010	270,000.00
39	KBJ 878U	Yamaha DT 175	2010	270,000.00
40	KBJ 846U	Yamaha DT 175	2010	270,000.00
41	KBJ 848U	Yamaha DT 175	2010	270,000.00
42	KBJ 851U	Yamaha DT 175	2009	270,000.00
43	KBT 775N	Yamaha DT 125	2011	320,000.00
44	KBJ 857U	Yamaha DT 175	2010	270,000.00
45	KBT 778N	Yamaha DT 125	2011	320,000.00
46	KBT 768N	Yamaha DT 125	2011	320,000.00
47	KBT 745N	Yamaha DT 125	2011	320,000.00
48	KBT 740N	Yamaha DT 125	2011	320,000.00
49	KBT 783N	Yamaha DT 125	2011	320,000.00
50	KBT 759N	Yamaha DT 125	2011	320,000.00
51	KBT 741N	Yamaha DT 125	2011	320,000.00
52	KBT 779N	Yamaha DT 125	2011	320,000.00
<b>Total Premiums (kshs)</b>				

## **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 procuring entity.
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 procuring entity.

## Form Of Tender

To: \_\_\_\_\_  
Name and address of procuring entity

Date \_\_\_\_\_  
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 \_\_\_\_\_ 2005

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## Price Schedule Form

S/NO	VEHICLE REG. NO.	MAKE/TYPER	YOM	ESTIMATED VALUE	<u>Comprehensive Cover Premiums (kshs.)</u>	<u>Thirty Party Cover Premium (Kshs.)</u>
1	KAT 357X	Toyota Prado S/W	2005	420,000.00		
2	KAX 468N	Toyota L/C Pickup	2006	720,000.00		
3	KCB 832M	Toyota Hilux D/C	2014	2,600,000.00		
4	KBG 885C	Toyota L/C Pickup	2009	1,500,000.00		
5	KCB 831M	Toyota Hilux D/C	2014	2,600,000.00		
6	KBJ 105U	Nissan Urvan	2010	1,200,000.00		
7	KCB 833M	Toyota Hilux D/C	2014	2,600,000.00		
8	KCP 324K	Ford Ranger	2018	7,500,000.00		
9	KBR 263U	Toyota Hilux D/C	2012	2,300,000.00		
10	KCA 025F	Toyota Hilux D/C	2014	2,300,000.00		
11	KBR 322U	Toyota Hilux D/C	2012	2,300,000.00		
12	KBZ 136D	Toyota L/C Hard Top	2015	4,800,000.00		
13	KBZ 137D	Toyota L/C Hard Top	2015	4,800,000.00		
14	KBZ 139D	Toyota L/C Hard Top	2015	4,800,000.00		
15	KBZ 978G	Toyota Fortuner	2015	3,800,000.00		
16	KBU 291B	Toyota Fortuner	2012	3,700,000.00		
17	KBU 539R	Toyota Prado S/W	2013	3,000,000.00		
18	KBS 474Y	Toyota Hilux D/C	2012	2,300,000.00		
19	KBT 034B	Toyota Hilux D/C	2011	2,300,000.00		
20	KCA 015F	Isuzu FVZ 6X4	2014	7,000,000.00		
21	KCD 340G	Isuzu FRR Truck	2015	3,650,000.00		
22	KCD 341G	Isuzu FRR Truck	2015	3,750,000.00		
23	KCA 156F	New Holland Backhoe Excavator	2014	9,300,000.00		
24	KBU 396T	Toyota L/C Pickup	2013	3,000,000.00		
25	KCA 100F	Mitsubishi Canter Light Duty Truck W/Crane	2014	5,400,000.00		
26	KCA 096F	Mitsubishi Fuso	2014	9,000,000.00		

		Medium Duty Truck W/Crane				
27	KCD 365G	Isuzu EXZ Prime Mover	2014	10,000,000.00		
28	ZE 4936	RANDON Low Loader Trailer	2015	4,500,000.00		
29	KCE 503D	Isuzu 33 Sitter Mini Bus	2015	4,200,000.00		
30	KBZ 855D	Chevrolet Captiva	2014	4,200,000.00		
31	KBT 436W	Toyota Hilux D/C	2012	2,300,000.00		
32	KBU 193V	Toyota Hilux D/C	2012	2,300,000.00		
33	KBP 582J	Toyota Hilux D/C	2010	2,300,000.00		
34	KBJ 870U	Yamaha DT 175	2010	270,000.00		
35	KBJ 871U	Yamaha DT 175	2010	270,000.00		
36	KBJ 872U	Yamaha DT 175	2010	250,000.00		
37	KBJ 874U	Yamaha DT 175	2010	280,000.00		
38	KBJ 875U	Yamaha DT 175	2010	270,000.00		
39	KBJ 878U	Yamaha DT 175	2010	270,000.00		
40	KBJ 846U	Yamaha DT 175	2010	270,000.00		
41	KBJ 848U	Yamaha DT 175	2010	270,000.00		
42	KBJ 851U	Yamaha DT 175	2009	270,000.00		
43	KBT 775N	Yamaha DT 125	2011	320,000.00		
44	KBJ 857U	Yamaha DT 175	2010	270,000.00		
45	KBT 778N	Yamaha DT 125	2011	320,000.00		
46	KBT 768N	Yamaha DT 125	2011	320,000.00		
47	KBT 745N	Yamaha DT 125	2011	320,000.00		
48	KBT 740N	Yamaha DT 125	2011	320,000.00		
49	KBT 783N	Yamaha DT 125	2011	320,000.00		
50	KBT 759N	Yamaha DT 125	2011	320,000.00		
51	KBT 741N	Yamaha DT 125	2011	320,000.00		
52	KBT 779N	Yamaha DT 125	2011	320,000.00		
<b>Total Premiums (kshs)</b>						



# Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a  
tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in  
figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2( c)  
Which ever applies to your type of business

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

Part \_\_\_\_\_ General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. .... Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

Maximum value of business which you can handle at any one time Kshs. ....  
 Name of your bankers ..... Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public .....  
 State the nominal and issued capital of the company –  
 Nominal Kshs. ....  
 Issued Kshs.....

Give details of all directors as follows

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

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

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

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
[Name of procuring entity]

WHEREAS ..... [name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract  
No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_  
20 \_\_\_\_\_ to supply .....  
[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

(Amend accordingly if provided by Insurance Company)

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**FORM RB 1**

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary