

REPUBLIC OF KENYA



GOVERNMENT OF MAKUENI COUNTY



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**TENDER NAME: PROVISION OF MOTOR VEHICLE INSURANCE COVER**

**NEGOTIATION NUMBER/ TENDER NUMBER:  
1357853/2023/2024**

**OPENING DATE: 9TH OCTOBER 2023  
10:00 AM**

**The Employer's representative**

THE CHIEF OFFICER  
INFRASTRUCTURE, TRANSPORT & PUBLIC  
WORKS  
GOVERNMENT OF MAKUENI COUNTY,  
P.O. BOX 78-90300, MAKUENI.

**The Employer**

GOVERNMENT OF MAKUENI COUNTY,  
P.O. BOX 78-90300, MAKUENI.

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## SECTION I INVITATION TO TENDER

**DATE: 22 SEPTEMBER, 2023.**

**PROCURING ENTITY: COUNTY GOVERNMENT OF MAKUENI**

**P.O BOX 78 – 90300 MAKUENI**

**TENDER NO. 1357853/2023/2024**

### **DESCRIPTION: PROVISION OF MOTOR VEHICLE INSURANCE COVER**

1. The County Government of Makueni invites sealed tenders for the provision of MOTOR VEHICLE INSURANCE Services Cover for County Government of Makueni fleet of vehicles. The contract will be for a period of One Year. This Tender is open to all Insurance Providers Licensed by the Insurance Regulatory Authority and eligible to provide MOTOR VEHICLE INSURANCE cover business in Kenya.
2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours. [0900 to 1500 hours] at the address given below. Tender documents may be viewed and/or downloaded from the website [www.makueni.go.ke](http://www.makueni.go.ke) or the IFMIS tender portal [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) using the IFMIS unique negotiation number indicated above.
4. A Completed tender documents must be submitted through the IFMIS portal [www.treasury.go.ke](http://www.treasury.go.ke) as per requirements contained in the document so as to be received on or before 9/10/2023 at 10.00 Am indicated in the IFMIS Portal.
5. Tender documents may be viewed and downloaded for free from the website [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) or [www.makueni.go.ke](http://www.makueni.go.ke) .
6. All Tenders must be accompanied by a *Tender-Security,*” of Kshs.\_400,000.00 (Four Hundred Thousand Kenya Shillings Only) valid for 170 days.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be submitted online through the IFMIS on or before 9/10/2023 at 10:00 Am. Hard copy tenders *will not* be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be online in the IFMIS system.
10. Late tenders will be rejected.

**NAME: ENG. JAMES M. MULI**

**CHIEF OFFICER – INFRASTRUCTURE, TRANSPORT & PUBLIC WORKS  
COUNTY GOVERNMENT OF MAKUENI**

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**PART 1 - TENDERING PROCEDURES**

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## SECTION I - INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

- 1.1 This tendering document is for the delivery of Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS**.

#### 2. Definitions

- 2.1 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) If the contexts require, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS**.

#### 3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civils actions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

- 3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

- 3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

#### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract,

during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
  - a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) Has the same legal representative as another Tenderer; or
  - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS ITT 1.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.
- 4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-

Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 The Insurance Act of Kenya (Revised 2017) requires that insurance companies that wish to offer insurance services in Kenya should be registered with the Insurance Regulatory Authority (IRA) of Kenya to allow them undertake insurance business in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before contract award and signature of contract. Details on application for registration with Insurance Regulatory Authority may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.11 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Act. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.ira.go.ke](http://www.ira.go.ke)
- 4.12 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Qualification of the Tenderer**

- 5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

## **6. Sections of Tendering Document**

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

### **PART 1: Tendering Procedures**

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

### **PART 2: Procuring Entity's Requirements**

- v) Section V–Schedule of Requirements

### **PART 3: Contract**

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Appendix to the Contract–Insurance Policy

- 6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

- 7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## **8. Clarification of Tendering Document**

- 8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all



Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

## 9. Amendment of Tendering Document

- 9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

## C. Preparation of Tenders

### 10. Cost of Tendering

- 10.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

### 11. Language of Tender

- 11.1 The Tender 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. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

### 12. Documents Comprising the Tender

- 12.1 The Tender shall comprise the following:
  - a) **Form of Tender** prepared in accordance with ITT 13;
  - b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
  - c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;
  - d) **Alternative Tender:** if permissible in accordance with ITT 14;
  - e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
  - f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
  - h) **Conformity:** documentary evidence in accordance with ITT 17, that the Services conform to the tendering document;
  - i) **Sample Insurance Policy** for each type of insurance required, and
  - j) Any other document required **in the TDS**.

- 12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the Tender.

### **13. Form of Tender and Schedule of Requirements**

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

### **14. Alternative Tenders**

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

### **15. Tender Prices and Discounts**

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies payable by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

### **16. Currencies of Tender and Payment**

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS**.

### **17. Documents Establishing Conformity of Services**

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in

relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside,
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18. Documents Establishing the Eligibility and Qualifications of the Tenderer**

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 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 meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been undertaken as stated **in the TDS**, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information

updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## **19. Period of Validity of Tenders**

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

## **20. Tender Security**

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) If the successful Tenderer fails to:

- i) Sign the Contract in accordance with ITT 45; or
- ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

## **21. Format and Signing of Tender**

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, and submit through the IFMIS Supplier portal.

21.2 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## **D. Submission and Opening of Tenders**

### **22. Sealing and Marking of Tenders**

22.1 Tenders must be submitted online in the IFMIS system

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

23.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **24. Late Tenders**

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

### **25. Withdrawal, Substitution and Modification of Tenders**

25.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

25.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

25.3 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

## **26. Tender Opening**

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, all Tenders received by the deadline at the date, time and place specified in the **TDS** will be opened online. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.

26.2 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.3 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.4 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

26.5 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

## **E. Evaluation and Comparison of Tenders**

### **27. Confidentiality**

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **28. Clarification of Tenders**

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.



28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

## **29 Deviations, Reservations, and Omissions**

29.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## **30 Determination of Responsiveness**

30.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

30.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or
  - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

30.3 The Procuring Entity shall examine the technical aspects of the Tenders submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

## **31 Non-conformities, Errors and Omissions**

31.1 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

## **32 Arithmetical Errors**

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

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the

tender, shall lead to disqualification of the tender as non-responsive.

- b) Any errors in the submitted tender arising from a calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

### **33. Comparison of Tenders and Conversion to Single Currency**

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each offered insurance service.

33.2 For evaluation and comparison purposes, the currency (ies) of the Tender shall be converted in a single currency as specified in the **TDS**. The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS**.

### **34. Margin of Preference and Reservations**

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservation exclusive to specific groups as provided in ITT 33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

### **35. Evaluation of Tenders**

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the Evaluated Tender Price by adjusting the Tender price as follows:

- a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;
- b) Price adjustment due to discounts offered in accordance with ITT 15.4;
- c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;



d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

### **36. Comparison of Tenders**

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

### **37. Abnormally Low Tenders and Abnormally high tenders**

#### **Abnormally Low Tenders**

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **Abnormally High Tenders**

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion*,

*corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38. Qualification of the Tenderer**

38.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

### **39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders**

39.1 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 there by incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **40. Award Criteria**

40.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

### **41. Notice of Intention to enter in to a Contract**

41.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

### **42. Standstill Period**

42.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

42.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to enter in to a Contract with

the successful Tenderer.

#### **43. Debriefing by the Procuring Entity**

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

43.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

#### **44. Negotiations**

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Tenderers' authorized representative.

#### **45. Letter of Award**

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **46. Signing of Contract**

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

#### **47. Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

#### **48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **49. Procurement Related Complaint and Administrative Review**

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Insurance services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	The Tender reference number (ITT) is:13578532023/2024 <i>Negotiation No. 1357853/2023/2024</i> The Procuring Entity is: <b>County Government of Makueni</b> The name of the ITT is: <b>PROVISION OF MOTOR VEHICLE INSURANCE COVER</b>
ITT 2.1(a)	<b>Electronic –Procurement System</b> The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: IFMIS procurement system at <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a> . The electronic-procurement system shall be used to manage the following aspects of the Tendering process: Issuing of tender documents, submission of tenders, opening and evaluation, award of tenders, receipt and inspection, payment
ITT 2.2	The Intended date commencing providing the Insurance Services shall be as per contract document The insurance duration for each item will be <b>The contract will be for a period of one year</b>
ITT 3.3	The Information made available on competing firms is as follows: schedule of requirements and specification of the service as contained in the tender document
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: N/A.
	<b>B. Contents of Tendering Document</b>
ITT 7.1 8.1	1. The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:supplychain@makueni.go.ke">supplychain@makueni.go.ke</a> . to reach the Procuring Entity not later than 4/ __10__ /2023
ITT 7.2	(A) A pre-arranged pretender site visit “ <i>shall not</i> ” take place  (B) Pre-Tender meeting “ <i>shall not</i> ” take place.
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 4/ __10__ /2023
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published. N/A
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: All documents as required under the evaluation criteria herein
	Other documents required are in the TTS
ITT 14.1	Alternative Tenders “ <i>shall not be</i> ” considered.
ITT 15.5	The prices quoted by the Tenderer “ <i>shall not</i> ” be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be in <b>Kenya Shillings</b>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 18.3	Prequalification <i>“has not” been</i> undertaken.
ITT 19.1	The Tender validity period shall be 140 days.
ITT 20.1	A Tender Security <i>shall be</i> required – A Tender Security of _____400,000.00_____ valid for 170 days from the date of tender opening is required. The original tender security MUST be delivered to the office of Chief Officer- Infrastructure, Transport and Public Works on or before ___9___/___10___/___2023___ 10.00 am. All electronic bank guarantees must be certified by the issuing bank.  A Tender-Securing Declaration <i>“shall be”</i> required for AGPO category.
ITT 21.1	In addition to the original of the Tender, the number of copies is: <b>N/A</b>
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney.</b>
	<b>D. Submission and Opening of Tenders</b>
ITT 23.1	For <b>Tender submission purposes</b> only, the Procuring Entity’s address is: <i>[This address may be the same as or different from that specified under provision ITT 8.1 for clarifications]</i> Attention: Chief Officer – Infrastructure, Transport and Public Works Postal Address: 78-90300, Makueni. Physical Address: County Headquarters, Wote Town. Makueni
ITT 23.1	The deadline for Tender submission is: ___9___/___10___/2023 Tenderers <i>“will not”</i> have the option of submitting their Tenders Manually. <b>They MUST submit tender documents online through the IFMIS system.</b>
ITT 26.1	The Tender opening shall take place at: ONLINE AT THE IFMIS PORTAL <i>Physical Address: N/A</i>
ITT 26.1	The electronic Tender opening procedures shall be: ONLINE AT THE IFMIS PORTAL
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by the authorized person.
	<b>E. Evaluation and Comparison of Tenders</b>
ITT 33.2	The currency shall be in Kenya Shillings and the source of exchange rate shall be the CBK as on ___9___/___10___/2023.
ITT 34.2	Margin of preference shall <b>not be allowed.</b>
	<b>F. Award of Contract</b>
ITT 44.1	The negotiations will be held N/A
ITT 47	Performance security cover from a reputable bank or insurance company
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a> .  If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:  For the attention: Eng. James Muli  Title/position: <i>Chief Officer – Infrastructure, Transport &amp; Public Works</i>  Procuring Entity: <i>County Government of Makueni County</i>  Email address: <a href="mailto:supplychain@makueni.go.ke">supplychain@makueni.go.ke</a> . In summary, a Procurement-related Complaint may challenge any of the following: <b>Evaluation Criteria</b> As given below

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turn over or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods ,Works and Services** for evaluating Tenders.

#### Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

### 2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Part2–Procuring Entity's Insurance Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

SEE CRITERIA UNDER PROCURING ENTITY REQUIREMENTS SECTION V.

**Tender Evaluation (ITT 35) Price evaluation:** in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply: **Other Criteria;** if permitted under ITT 35.2 (d):

.....

### 3. Multiple Contracts

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

### 4. Alternative Tenders (ITT14.1)

*An alternative if permitted under ITT 14.1, will be evaluated as follows:*

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2-Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

### 5. MARGIN OF PREFERENCE

**Apply Margin of Preference,** if so allowed to all evaluated and accepted tenders as follows.



If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A*: tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B*: tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

**6. Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings \_\_\_\_\_.
  - ii) Minimum average annual turnover of Kenya Shillings [*insert amount*], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [*insert of year*] years.]
  - iii) At least \_\_\_\_\_ (*insert number*) of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
  - iv) Other conditions depending on their seriousness.

**a) History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_ (*specify years*). The required information shall be furnished in the appropriate form.

**b) Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and

in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

\_\_\_\_\_ (*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## EVALUATION CRITERIA

The following shall also form the basis of the evaluations:

### PRELIMINARY MANDATORY REQUIREMENTS

S/No	Description
1.	Submit a duly filled and signed Form of Tender in the prescribed manner in the tender document by the person with power of attorney
2.	Submit a letter granting power of attorney to sign the tender document certified by Commissioner of Oaths or an Advocate.
3.	Submit an Affidavit that the Tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up certified by Commissioner of Oaths or an Advocate.
4..	Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
5.	Valid copy of Business Permit
6.	Must duly fill the Schedule of prices form
7.	Original Tender Security of <b>Kshs. 400,000.00</b> valid for at least 170 days from the date of tender opening in the form of Bank Guarantee, Bankers Cheque or Insurance guarantee from approved list of Insurance companies by Public Procurement Regulatory Authority (PPRA). A firm submitting the tender <b>MUST</b> not issue tender security to itself. Tender security with electronic signature to be certified by the issuing bank/Insurance Company. Security issued to self will be disregarded. Or Copy of duly filled tender securing declaration form for AGPO Category.
8.	Attach a Valid membership from Association of Kenya Insurer's (AKI) or Association of Insurance Brokers of Kenya (AIBK) certified by Commissioner of Oaths or an Advocate if bidding as a broker.
9	Submit a duly filled and signed Certificate of Independent Tender Determination
10	Bidders to submit one quote as <b>either</b> an underwriter or a broker. Submission of two quotes by the same underwriter is NOT acceptable. Brokers <b>MUST</b> submit an original quote from the underwriter duly signed and stamped.
11	Submit a duly filled and signed Tenderer Information Form
12	Submit a duly completed and signed Qualification Information Form
13	Submit a duly filled and signed Declaration and Commitment to Codes of Ethics
14	Submit a duly filled and signed Self Declaration that the Tenderer will not engage in any corrupt or fraudulent practice.
15	Submit a duly filled and signed Self Declaration that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015
16	Submit a duly filled and signed and stamped Tender Eligibility - Confidential Business Questionnaire in the prescribed manner in the tender document and confidential ownership disclosure form.
17	Presentation of the entire published tender document with attachments in a logical manner- indicating table of content and page numbers and serialization of the entire bid document (tender document and attachments) is a <b>MUST</b> .
18	Submit a declaration letter under oath that all benefits as per the requirements without exclusion will be included in contract & policy document and must be certified by Commissioner of Oaths or an Advocate
19	Must provide Certificate of Registration and /or Incorporation from Registrar of companies
20	Must Submit a sample policy customized in the Government of Makueni County requirements.
21	Provide certified and valid copy of CR12 issued within six months before the tender closing date and IDs for all listed directors.
22	Tender is clearly indexed, and all pages serialized, stamped and counter signed.
23	All documents must be submitted as attachments NOT a Link.
24	Must submit Company profile and key staff CVs
25	Provide a list of all the exclusions. If no exclusions, please confirm the same in writing.

S/No	Description
26	Attach Authorization letter from the proposed Underwriter (One Underwriter one broker)
27	The tenderer must not have any pending claims with any of its current clients outstanding for more than <b>six</b> months

**NB: The bidder must meet all the mandatory requirements to proceed to the technical evaluation stage.**

**TECHNICAL EVALUATION CRITERIA:**

No.	Experience and Technical Competencies.	Weight
1.	Provide evidence of actual turnaround time for settling 5No claims related to Motor vehicles in the last five years (Evidence should be in the form of Discharge voucher and corresponding remittance advice) <ul style="list-style-type: none"> <li>• Claims settled within 30 days -<b>20 Marks</b></li> <li>• Claims settled between 31 days - 60 days – <b>15 Marks</b></li> <li>• Claims settled over 61 days- <b>5- Mark</b></li> </ul>	<b>20</b>
2.	List 4 No. Clients insured for motor vehicles for a minimum of Kshs. 20 Million in the last five years ( <b>5 Marks each</b> ). Attach documentary evidence (award letters, contracts or LSO).	<b>20</b>
3.	Methodology and work plan to be used to carry out the assignments. This should include turnaround time as well as the work plan under the following areas:  Attach a comprehensive proposal on;  1. Underwriting and claims administration (5 Marks). 2. Case Management (5 Marks), 3. Service level agreement indicating timelines (5 Marks). 4. Sample policy documents indicating all free benefits and exclusions if any (5 Marks)  Non comprehensive proposals as per above criteria shall attract zero (0) mark	<b>20</b>
4.	Attach copies of Financial Audited statements signed by certified Accountant for the last 3 years 2020, 2021 and 2022 and MUST also be certified by Commissioner of Oaths or an Advocate ( 5 Marks for each year’s audited statements)	<b>15</b>

No.	Experience and Technical Competencies.	Weight
5.	<p>Must attach CV copies of certificates of each member listed as proof of qualifications to score marks.</p> <p><b>i.</b> Principal Officer/ Managing Director-- Degree Certificate and Professional qualification (ACII/CII/AIK/IJK) with minimum 10 years' insurance experience and valid AIJK membership (Insurance Institute of Kenya) <b>(4Marks) No marks for not meeting the requirement fully.</b></p> <p><b>ii.</b> Liason Officer- Degree and Professional qualifications (ACII/CII/AIK/IJK/equivalent) with over seven years' insurance experience and valid AIJK membership (Insurance Institute of Kenya. ( <b>4 Marks</b>). <b>No marks for not meeting the requirement fully.</b></p> <p><b>iii.</b> Two (2) Technical members with a Degree and Professional Qualifications (ACII/CII/AIK/IJK/Equivalent) with over five years Insurance experience <b>(Maximum 8 Marks – 4Marks for each team member) No marks for not meeting the requirement fully.</b></p>	16
7.	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 2 marks for each benefit	4
	<b>SUB TOTAL</b>	<b>100</b>

Firms that score **80 Marks and above** at the technical evaluation stage will be considered responsive and proceed to Financial Stage.

### **Financial Evaluation**

- The commercial evaluation and final ranking of the bids will take into consideration the scope of the cover in relation to the premium, the Policy Excess amounts, exclusion clauses, and other pertinent terms and conditions of tender.
- The Tender Processing Committee will determine whether the financial proposals are complete. The cost of items not priced shall be assumed to be included in other cost in the proposal. In all cases, the total price of the financial proposal as submitted shall prevail.
- The bidder with the lowest evaluated financial proposal will be recommended for the award of the-contract.

The procuring entity may subject the successful bidder to due diligence prior to awarding of the contract.

The procuring entity may negotiate with the successful bidder on any of the terms for proper administration of the contract.

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of *“Part 2–Procuring Entity’s Insurance Requirements”*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsible and will not be considered further.

**SECTION IV- TENDERING FORMS**

**1. Form of Tender**

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

**INSTRUCTIONS TO TENDERERS**

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must be completed and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER and TENDERER’S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer’s Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

**Date of this Tender submission:** .....[insert date (as day, month and year) of Tender submission] Tender

**Name and Identification:** .....[insert identification] **Alternative No.:** .....[insert identification No if this is a Tender for an alternative]

**To:** ..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;
- d) **Conformity:** We offer to provide the Insurance Services in conformity with the tendering document of the following: [insert the list of items tendered for and a brief description of the Insurance Services];

**SCHEDULE OF TENDERED ITEMS ND PRICES**

1	2	3	4	5	6	7
No of item to be insured	Brief description of item to be insured	Value of item to be insured	Insurance period	Insurance Premium per annum (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service per annum
No 1	<b>PROVISION OF MOTOR VEHICLE INSURANCE COVER</b>		One Year			

No 2						
No 3						

- e) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [*Specify in detail each discount offered.*]
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- f) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- g) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- h) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance Providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];
- k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,*]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

- (m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- (o) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.



- (p) **Collusive practices:** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below; and
- (q) **Code of Ethical Conduct:** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.
- (r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- (s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - (i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1-Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\*:..... [insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender ]

Signature of the person named above :..... [insert signature of person whose name and capacity are shown above]

Date signed:..... [insert date of signing] day of [insert month], [insert year].

## A. TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

#### a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	If a Kenyan tenderer, he/she has provided a current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority.	
11	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

### General and Specific Details

(b) **Sole Proprietor, provide** the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_ Nationality \_\_\_\_\_

c) **Partnership**, provide the following details.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company.....

ii) State the nominal and issued capital of the Company.....

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/ have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	<b>Names of Person</b>	<b>Designation in the Procuring Entity</b>	<b>Interest or Relationship with Tenderer</b>
1			
2			
3			

ii) **Conflict of interest disclosure**

	<b>Type of Conflict</b>	<b>Disclosure YES OR NO</b>	<b>If YES provide details of the relationship with Tenderer</b>
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**f) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## B. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document (s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

*[Name, title and signature of authorized agent of Tenderer  
and Date]*

**SELF-DECLARATION FORMS**

**FORM SD1**

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

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

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of ..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*Insert tender title/description*) for ..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp



**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I, .....(person) on behalf of (*Name of the Business/ Company/ Firm*) ..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory .....

Sign.....

Position.....

Office address..... Telephone..... E-mail .....

Name of the Firm/Company.....

Date .....

**(Company Seal/ Rubber Stamp where applicable)**

Witness Name .....

Sign .....

Date .....



**D.**

**APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

**1. Purpose**

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

**2. Requirements**

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- vi) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- vii) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers 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.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
  - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**SCHEDULE OF PRICES FORM**

*[The Procuring Entity shall fill in these Forms to indicate the List of Insurance Services required by the Procuring Entity [Columns 1-4] and the Tenderer shall complete columns 5-7 as his /her Tender].*

1	2	3		4	5	6	7
No of item to be insured	Description of item to be insured	Value of item to be insured	Major contingencies requiring insurance	Insurance period	Insurance Premium per specified period (Tender Price)	Price discount (if any)	Total Tender Price for Insurance Service (Col. 5-6)
No 1	<b>PROVISION OF MOTOR VEHICLE INSURANCE COVER</b>			one Year			
No 2							
No 3							

Name of Tenderer .....*[insert complete name of Tenderer]*

Signature of Tenderer..... *[signature of person signing the Tender]*

Date..... *[insert date]*

## TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: .....*[insert date (as day, month and year) of Tender submission]*

ITT No.: .....*[insert number of Tendering process]*

Alternative No.: .....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  <input type="checkbox"/> A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15.  <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity</li></ul>
2. Included are the organizational chart and a list of Board of Directors

**QUALIFICATION INFORMATION**

- 1.1 Constitution or legal status of Tenderer: .....[attach copy]  
 Place of registration: ..... [insert]  
 Principal place of business: ..... [insert]  
 Power of attorney of signatory of Tender: ..... [attach]
- 1.2 Total annual volume of services performed in five years, in the internationally traded currency specified in the TDS: .....[insert]
- 1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured and Name of Procuring name of country Entity and contact person	Type of Services provided and year of completion	Value of contract
(a)		
(b)		

- 1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.
- 1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.
- 1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

- a) \_\_\_\_\_  
 \_\_\_\_\_
- b) \_\_\_\_\_

- 1.7 Statement of compliance with the requirements of ITT 4.2.
- 1.8 Any additional information required \_\_\_\_\_

**1 NOTIFICATION OF INTENTION TO AWARD**

*[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]*

1) For the attention of Tenderer's Authorized Representative Name: ..... *[insert Authorized Representative's name]*

Address: .....*[insert Authorized Representative's Address]*

Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*

Email Address: .....*[insert Authorized Representative's email address]*

**[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]**

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Procuring Entity:**.....*[insert the name of the Procuring Entity]*

**Contract title:** .....*[insert the name of the contract]*

**ITT No:** .....*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

**The successful Tenderers are listed below.**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

2) **Other Tenderers** **[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]**

1	2	3	3
No of item to be insured	Description of Item	Name of Tenderer	Tender Price
No 1			
No 2			
No 3			

### 3) How to request a debriefing

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:** .....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 4) How to make a complaint

**Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].**

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

**Attention:**.....[insert full name of person, if applicable]

**Title/position:**.....[insert title/position]

**Agency:**.....[insert name of Procuring Entity]

**Email address:**.....[insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke))



**5) Standstill Period**

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**2 REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203 (1))**

**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..... for .....(Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

**3 LETTER OF AWARD**

*[Form head paper of the Procuring Entity]*

.....*[date]*

To:.....*[name and address of the Insurance Provider]*

This is to notify you that your Tender dated.....*[date]* for execution of the.....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature .....

Name and Title of Signatory :.....

Name of Agency: .....

Attachment: Contract

**4 FORM OF CONTRACT**

*[Form head paper of the Procuring Entity]*

**LUMP-SUM REMUNERATION**

This CONTRACT (here in after called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity]* (here in after called the “Procuring Entity”) and, on the other hand, *[name of Insurance Provider]*(here in after called the“ Insurance Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Insurance Provider consist of more than one entity, the above should be partially amended to read as follows:“... (here in after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Insurance Provider's obligations under this Contract, namely, [name of Insurance Provider] and [name of Insurance Provider] (here in after called the “Insurance Provider”).]*

**WHEREAS**

- a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the “Services”);
- b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) The Form of Acceptance;
  - b) The Insurance Provider's Tender
  - c) The General Conditions of Contract;
  - d) The Special Conditions of Contract;
  - e) The Priced Schedule of Requirements; and
  - f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)
2. The mutual rights and obligations of the Procuring Entity and the Insurance Provider shall be as set forth in the Contract, in particular:
  - a) The Insurance Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Procuring Entity shall make payments to the Insurance Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

For and on behalf of *[name of Insurance Provider] [Authorized Representative]*

*[Note: If the Insurance Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Insurance Provider.....*[name of member] [Authorized Representative]*

*[name of member] [Authorized Representative]*

**FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]**

**Beneficiary:** \_\_\_\_\_ **Request forTenders No:** \_

**Date:** \_\_\_\_\_ **TENDER GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

1. We have been informed that \_\_\_\_\_(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of \_\_\_\_\_
2. under Request for Tenders No. \_\_\_\_\_(“the ITT”).
3. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
4. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_(\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
5. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
6. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of\_\_under Request for Tenders No.\_\_\_\_ (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20 \_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_

[Date ]

\_\_\_\_\_

[Witness]

\_\_\_\_\_

[Signature of the Guarantor]

\_\_\_\_\_

[Seal]

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

**FORM OF TENDER-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity / title (director or partner or sole proprietor, etc.) ..... Name:.....

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]* Dated on.....day of.....*[Insert date of signing]*

Seal or stamp



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**PART      II      –      SCHEDULE OF INSURANCE REQUIREMENTS**

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## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for Preparing the Schedule of Requirements

#### 1. Objectives

The objectives of the Schedule of Requirements are:

- a) To provide sufficient information on the Insurance Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing **Insurance Policies**.

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the Insurance Policies required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

#### 2. List of items to be insured

The Procuring Entity shall list and number each required Insurance Service and provide full descriptions of the main features of the items to be insured, including the timing of cover. These features shall include physical location (of where the item to insured, as the case may be) and full descriptions of the insurance contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements).

### LIST OF VERIFIED FLEET

INSURABLE COMMERCIAL VEHICLES								
S/no	Vehicle Reg. No	Make	Chassis No.	Engine No.	Department	Location	Status	Value
1	17CG 034A	Mistubishi L200	MMBENKB70FD032712	UAE3765	Water	Water yard	Working	1,400,000.00
2	17CG 035A	Mistubishi L200	MMBENKB70FD032707	4M40VAE3769	Water	Nairobi – under	Garage/insurance	1,400,000.00

						repairs		
3	17CG 036A	Mistubishi L200	MMBENKB70FD032720	UAE3830	Water	Water yard	Working	1,400,000.00
4	17CG 037A	Mistubishi L200	MMBENKB70FD032700		Water	Water yard	Working	1,400,000.00
5	17CG 037A	Mistubishi L200	MMBENKB70FD032700	4M40UAE3750	Environment	HQ	Working	1,418,342.40
6	17CG 038A	Isuzu D/Max S/C	ADMARRDR5C4740974	4JK1-060515028	Transport	Transport Yard	Not working - awaiting repairs by Insurance	1,400,000.00
7	17CG 077A	Isuzu FRR	JALFRR33LF7001968	6HHI-484216	Sand Authority	Sand Authority Office – Wote	Repairs on progress	3,000,000.00
8	17CG 081A	Nissan UD	PKF210N-08994	FE6-233414C	Water	Water yard	Working	4,000,000.00
9	17CG 085A	Isuzu NQR	DABJAODF8FRM00278	354705	GVN/CS	Wote HQ	Working	3,000,000.00
10	17CG 086A	Isuzu	F700236	485298	Trade	Wote	Working	3,236,760.00
11	17CG 096A	Isuzu FSR	JALFTR33HF7001180	8-94390- 07741124-0016	Agriculture	Kalamba	Working	4,050,000.00

12	17CG 301A	FOTON	LVBV46JDB4BJ029013	B105013576	Water	Water yard	Working	1,800,000.00
13	17CG 326A	Isuzu NQR	JAANIR66RF7101870	OBF5458	Gender	Wote HQ	Working	4,500,000.00
14	17CG 344A	Toyota Hilux	AHTFB8CD905496083	2GD0757563	Agriculture	HQ	Working	4,500,000.00
15	17CG 352A	FUSO	MEC2411BDEP006531	400950-D- 0006732	Water	Water yard	Working	4,200,000.00
16	17CG 361A	Nissan UD	MKB210H09468	FE6-213655B	Trade	Kibwezi	Working	3,000,000.00
17	17CG 376A	Ford Ranger	6FPNXXMJ2NDE53944	FF2MNDE53944	Health	Sultan Hamud	Working	2,200,000.00
18	KAP 027R	NISSAN	ADNG850000B038784	QD32-162846	Water	Water yard	Working	300,000.00
19	KAT 569X	Nissan	JN1CJUD22Z0069856	0D32-212862	Agriculture	HQ	Working	850,000.00
20	KAV 820E	Toyota Hilux	5FM04415	4TF89413	Transport	Kwakathoka	Repairs ongoing	550,000.00
21	KBW 338V	Toyota Hiace	JTFRS12PX00030728	2KDA318188	Agriculture	MAPs	Repair on progress	2,700,000.00
22	KCA 206F	FUSO	MEC2411BDEP006532	400.950.D- 0006755	Water	Water yard	Working	4,200,000.00

23	KCA 207F	FUSO	MEC2411BDP006761	400.950.D- 0006902	Water	Water yard	Working	4,200,000.00
24	KCD 964N	Isuzu NPR	JAANIR66PF7100100124	305852	Health	MCRH	Working	6,415,200.00
25	KCE 035D	Tipper	MC2K2GRC7FE003134	51D84223184	Water	Water yard	Working	3,000,000.00
26	17CG 331A	Ashok Leyland	MB1A3HFC8LRMJ5409	LMHZ417540	Lands	Wote Municipality	Working	9,000,000.00
<b>TOTAL</b>								<b>77,120,302.40</b>

<b>INSURABLE AMBULANCES</b>								
<b>S/no</b>	<b>Vehicle Reg. No</b>	<b>Make</b>	<b>Chassis No.</b>	<b>Engine No.</b>	<b>Department</b>	<b>Location</b>	<b>Status</b>	<b>Value</b>
1	17CG 355A	Ford Ranger	6FPNXXMJ2NDP10705	PF2HNDP10705	Health	MCRH	Working	2,200,000.00
2	KBY 172C	Ford Ranger	6FPNXXMJ2NDP11104		Health	MCRH	Repair in progress	2,200,000.00
3	17CG 358A	Ford Ranger	6FPNXXMJ2NDP10706	1HZ-0942209	Health	Kambu	Working	2,200,000.00

4	17CG 373A	Toyota	JTERB71J90F006213	1HZ-0942209	Health		Working	9,000,000.00	
5	17CG 334A	Toyota	JTFSS22P700188998	2KDB026912	Health	MCRH	Working	7,300,000.00	
6	17CG 397A	Toyota Hiace	JTFST22P506980156	1KDB145668	Health	MCRH	Working	7,400,000.00	
7	17CG 338A	Toyota Hiace	JTFSS22P300188822	2KD-B025767	Health	Makindu	Working	7,800,000.00	
8	17CG 333A	Toyota Hiace	JTFSS22P30-6990039	2KD-B103013	Health	Toyota		7,800,000.00	
9	KBY 889C	Ford Ranger	6FPNXXMJ2NDE5396 2				Repair in progress	2,200,000.00	
10	17CG 305A	HOWO	LZZ5BBMF9HN210783	1.70417E+11	Devolution	Fire station HQ	Working	14,500,000.00	
11	17CG 391A	Isuzu	ACVCSRJR5K4092805	4JK1XC5328	Devolution	Fire station Makindu	Working	7,250,000.00	
	<b>Total</b>								<b>69,850,000.00</b>

**INSURABLE**

S/no	Vehicle Reg. No	Make	Chassis No.	Engine No.	Department	Location	Status	Value
1	17CG 001A	Toyota Land cruiser	JTERB71J00007 6928	1HZ0786863	Health	MCRH	Working	4,800,000.00
2	17CG 003A	Isuzu D/Max D/C	ADMASCDR5C 4694208	20MAR1441 3	Devolution	Makueni Sub-County	Working	1,600,000.00
3	17CG 004A	Isuzu D/Max D/C	ADMASCDR1C 4689698	06MAR1444 9	Devolution	Kibwezi East Sub-County	Working	1,600,000.00
4	17CG 005A	Isuzu D/max	ADMASCDR8C 4661848		Devolution		Working	1,600,000.00
5	17CG 006A	Isuzu D/Max D/C	ADMASCDR6C 4694220	4JK1-20MAR1441 0	Devolution	Transport Yard	Not working - awaiting repairs by Insurance	1,600,000.00
6	17CG 011A	Isuzu D/max	ADMASCDR0C 4693449	4JKI3011617 0B	Devolution	Kbz West	Working	1,600,000.00
7	17CG 012A	Isuzu	ADMASCDR7C 4651120	4JK1-280213028B	Devolution	Nunguni	Working	1,600,000.00
8	17CG 020A	Isuzu D/Max D/C	ADMASCDR3C 4730591	4JK1-270115423B	Gender	Transport Yard	Not working - awaiting service	1,600,000.00
9	17CG	Subaru Foreste	JF1SJ5KC5EG04	22135	Finance	HQ	Working	3,900,000.00

	021A	r	0428				g	0
10	17CG 022A	Subaru Forester	JFISJ5KC5EG04 0738	1553394	Office of the Governor	County Solicitor	Working	3,900,000.0 0
11	17CG 028A	Ford Ranger	6FPPXXMJ2PF U24207		Education	Wote Yard	Working	3,000,000.0 0
12	17CG 030A	Isuzu D/Max	ADMASCDRXC 4693443		Finance	Mbooni S/C	Working	1,600,000.0 0
13	17CG 031A	Isuzu D/Max D/C	ADMASCDR7C 4694209	4JK120MAR 14408	Finance	Kibwezi East Sub- County	Working	1,600,000.0 0
14	17CG 032A	Isuzu D/Max	ADMASCDR9C 4694213	4JK20MAR1 4444	Finance	Kilome S/C	Working	1,600,000.0 0
15	17CG 033A	Isuzu D/max	ADMASCDR3C 468	4KJ1-06	Finance	Kaiti	Working	1,600,000.0 0
16	17CG 042A	Land rover	SALLDHMR7F A463155	14110302515 1DT224	Transport	Dapal Garage	Repair in progress	3,000,000.0 0
17	17CG 044A	Ford Ranger	6FPPXXMJ2PF N25681		Sand Authority	Roshan Garage	Repairs by Insurance	2,100,000.0 0
18	17CG 052A	Subaru Forester	JF1S5J5KC5EG02 7029	C2114989	MCPSB	MCPSB	Working	2,450,373.1 2
19	17CG 055A	Mistubishi	MMBGRKH40D D010093		MCPSB	Simba Cort		4,000,000.0 0
20	17CG 058A	Mistubishi	MMBGRKH40D F009331	4D56UCEF3 007	Devolution	HQ	Working	2,300,000.0 0
21	17CG 060A	Ford Ranger	6FPPXXMJ2PD A35113		Education	Wote	Working	2,400,000.0



								0
22	17CG 061A	Ford Ranger	6FPPXXMJ2PD A35114		Gender	HQ	Workin g	2,400,000.0 0
23	17CG 062A	Ford Ranger	6FPPXXMJ2PD C41610	PF2HPDC41 310	Finance			2,400,000.0 0
24	17CG 064A	Mitsub ishi Pajero	MMBGRKH40D D010089	4D56	Lands	Transpor t Yard	Not working - awaitin g service	2,386,920.9 6
25	17CG 065A	Subaru Foreste r	JF1SJ5KC5EG04 1100	154842N	Health	MCRH	Workin g	2,300,000.0 0
26	17CG 067A	Subaru Foreste r	JF1SJ5KC5KCE G028394		Gender	MCRH	Repair on progress	2,300,000.0 0
27	17CG 068A	Ford Ranger	6FPPXXMJ2PD G35093	PF2HPD635 9	Trade	Wote Yard	Workin g	2,400,000.0 0
28	17CG 069A	Ford Ranger D/C	6FPPXXMJ2PD B18366	FF24P0B113 56	Lands	Dapal Garage	Service able	2,400,000.0 0
29	17CG 070A	Toyota Land Cruiser	JTEEB71J00- 7025077	788486	Trade	HQ	Workin g	4,000,000.0 0
30	17CG 071A	Mistub ishi	MMBGRKH40D D009974		Water	Simba Cort		4,000,000.0 0
31	17CG 079A	Ford Ranger	6FPPXXMJ2PG C74097	PF2HPGC74 097	Water	Water yard	Workin g	2,400,000.0 0
32	17CG 083A	Toyota Hilux	AHTDBCD9056 31201	2GD1059677	Sand Authorit y	HQ	Workin g	4,800,000.0 0
33	17CG 088A	Ford Ranger	AFAPXXMJ2PF U26526	BK308K520- B2B	Office of the Governor	Transpor t Yard	Service able	2,800,000.0

		D/C			r			0
34	17CG 090A	Ford Ranger D/C	AFAPXXMJ2PF U23600	BK308K520- B2B	Office of the Governor	HQ	Workin g	2,800,000.0 0
35	17CG 091A	Ford Ranger	AFAPXXMJ2PF M35954		GVN	HQ	Workin g	2,800,000.0 0
36	17CG 092A	Isuzu D/Max D/C	ADMCSCDRXC 4741D01	4JK1105152 58B	Agricult ure	Kalamba	Workin g	3,400,000.0 0
37	17CG 100A	Nissan NP300	ADNCPUD22Z0 060403	YD25690091 T	Health	Makindu	Workin g	3,300,000.0 0
38	17CG 303A	Ford Ranger	6FPPXXMJ2PG D85145		Devoluti on	Wote	Workin g	3,500,000.0 0
39	17CG 304A	Isuzu Dmax	ADMCSCJR9G4 817821	4JK1RL5717	Agricult ure	GM		4,800,000.0 0
40	17CG 308A	Ford Ranger	6FPPXXMJ2PG E04498	QJ2HPGE04 498	Devoluti on	HQ	Workin g	3,000,000.0 0
41	17CG 309A	Mitsub ishi Pajero Sport	MMBGRKH40D D009986	4D56	CS	HQ	Workin g	3,000,000.0 0
42	17CG 311A	Nissan	ADNCPUD22Z0 068013	YD25531167 T	Health	Mbooni	Workin g	2,500,000.0 0
43	17CG 315A	Isuzu D/max	ACVDSCJRJ8J4 019363	4JKISY9850	Finance	HQ	Workin g	3,000,000.0 0
44	17CG 316A	Isuzu D/Max D/C	ACVDSCJR5J40 19367	4JK1- 80718032	Lands	HQ	Workin g	3,000,000.0 0
45	17CG 318A	Toyota Fortun er	AHTKA3FS6006 20452	IGD- 0514106	CS	CS	Workin g	6,500,000.0 0

46	17CG 320A	Toyota land cruiser	JTELB71J00772 7763	913885	Devoluti on	Fire station HQ	Workin g	4,000,000.0 0
47	17CG 321A	Toyota Prado	JTEBH3FJ30K20 8313	IKD2833283	Office of the Governor	HQ	Workin g	9,300,000.0 0
48	17CG 322A	Isuzu Mux	MP4UCS86JT00 0230	TA9870	GVN	Transpor t yard	Workin g	4,800,000.0 0
49	17CG 324A	Isuzu	ACVYSCKROJ4 030048		Health	Isuzu		5,000,000.0 0
50	17CG 330A	Isuzu D/Max D/C	ACVDSCJR7J40 36736	4JK1- 080219006	Lands	HQ	Workin g	4,000,000.0 0
51	17CG 332A	Isuzu D/Max D/C	ACVDSCJR9K4 119490	4JK1170CT2 2050	Lands	HQ	Workin g	5,000,000.0 0
52	17CG 335A	Isuzu D. Max	ACVYSCKR1J4 044931	4JK1160819 147	Health	MCRH	Workin g	5,000,000.0 0
53	17CG 336A	Toyota Prado	JTEBH3FJX0 – K004364	5L-6164171	GVN	HQ	Workin g	4,000,000.0 0
54	17CG 337A	Isuzu D/Max	ACYDSCJR4J40 42848	4JK1UE6369	Water	HQ	Workin g	4,000,000.0 0
55	17CG 339A	Ford Everest	6FPJXXMJWJK L12029	QJ2LJKL120 29	Trade	HQ	Workin g	5,100,000.0 0
56	17CG 340A	Ford Everest	6FPJXXMJWJK Y22013		Health	MCRH	Workin g	5,100,000.0 0
57	17CG 341A	Ford Everest	6FPJXXMJWJK Y22012	QJ2LJKY22 012	Finance	HQ	Workin g	5,100,000.0 0
58	17CG 343A	Isuzu D/Max	ACVDSCJR1K4 056143	4JK1- 310320229	Lands	Wote Municip	Workin g	5,000,000.0

		D/C				ality		0
59	17CG 345A	Isuzu	ACVDSCJR8K4 055460	4JK1030320 058	Finance	HQ	Workin g	5,000,000.0 0
60	17CG 347A	Isuzu D/Max D/C	ACVDSCJRXXK4 056139	10420001	Trade	HQ	Workin g	5,000,000.0 0
61	17CG 349A	Ford Ranger	MFF8NW190405	BK308K520- B2B	Transpo rt	HQ	Workin g	5,500,000.0 0
62	17CG 362A	Ford Ranger	6FPPXXMJ2P DG35092	2HPG35052	Water	HQ	Workin g	2,200,000.0 0
63	17CG 364A	Ford Everest	6FPJXXMJWJK L12027	QJ2LJKL120 27	Transpo rt	HQ	Workin g	5,100,000.0 0
64	17CG 365A	Ford Everest	6FPJXXMJWJK L12031	QJ2LJKL120 31	Lands	HQ	Workin g	5,100,000.0 0
65	17CG 366A	Ford Everest	6FPJXXMJWJK L08776	QJ2LJKL087 76	Gender	HQ	Workin g	5,100,000.0 0
66	17CG 367A	Ford Everest	6FPJXXMJWJK L12028	QJ2LJKL120 28	Devoluti on	HQ	Workin g	5,100,000.0 0
67	17CG 368A	Ford Everest	6FPJXXMJWJK L08765	QJ2LJKL087 65	Educatio n	HQ	Workin g	5,100,000.0 0
68	17CG 369A	Ford Everest	6FPJXXMJWJK L08774		Agricult ure	HQ	Workin g	5,100,000.0 0
69	17CG 370A	Ford Everest	6FPPJXXMJWJ KY22011	QJ2LJKY22 011	Water	HQ	Workin g	5,100,000.0 0
70	17CG 371A	Toyota Land Cruiser	HZJ797740529	1HZ0933983	Agricult ure	HQ	Workin g	7,923,568.0 0
71	17CG 372A	Toyota Land	JTERB71J80F00 7515	949783	Health	Kibwezi Hospital	Workin g	7,800,000.0

		Cruiser						0
72	17CG 373A	Toyota Land Cruiser	JTERB71J90F00 6213	1HZ0942209	Health	Mbooni SCH	Workin g	7,800,000.0 0
73	17CG 377A	Isuzu D/Max D/C	ACVDSCJR5K4 063869	4KJ1- 195EP2048	Agricult ure	HQ	Workin g	4,800,000.0 0
74	17CG 378A	Isuzu D/Max D/C	ACVDSCJR8K4 063865	4KJ1- 95EP20052	Agricult ure	HQ	Workin g	4,800,000.0 0
75	17CG 379A	Isuzu D/Max D/C	ACVYSCKRAL 4067090	4JJ1-VT2562	Health	HQ	Workin g	6,200,000.0 0
76	17CG 398A	Isuzu D/Max D/C	ACVDSCJR XK4 120695	4KJ1- 00122074	Sand Authorit y	HQ	Workin g	5,100,000.0 0
77	17CG 399A	Isuzu Mux	MPAUCS87GPT 000202	ECG166	MCPSB	Wote HQ	Workin g	7,400,000.0 0
78	17CG3 13A	NISSA N - D/C	ADNCPUD22Z0 068459	YD25756366 7	Health	Kaiti	Workin g	3,400,000
79	KBJ 711U	Isuzu	97000183	446918	Transpo rt	Kwa Kathoka Yard	Workin g	2,500,000.0 0
80	KBJ 797U	Isuzu D/Max D/C	JATFS54HA710 0183		Devoluti on	HQ	Workin g	810,000.00
81	KBY 165C	Ford Everest	MNBSAD10D W504090	WLAT13816 10	Transpo rt	HQ	Workin g	2,400,000.0 0
82	No Reg. Numbe r	Land Rover Defend er	SALLDBA776A 722058		Devoluti on	Fire station HQ	Workin g	1,750,000.0 0
	<b>Total</b>							<b>307,120,86 2.08</b>

**INSURABLE EQUIPMENT**

S/ no	Vehicle Reg. No	Make	Chassis No.	Engine No.	Department	Location	Status	Value
1	17CG 025A	Case – BacKhoe	NKJ0570TJEN M00247	EF940	Transport	Transport Yard	Awaiting repairs	5,000,000.00
2	17CG 045A	Bomag roller	1.01582E+11	1152203700	Water	Water yard	Working	4,000,000.00
3	17CG 046A	Bomag roller	1.01582E+11	1152264578	Water	Water yard	Working	4,000,000.00
4	17CG 049A	CAT dozer	TXD03127		Water	Water yard	Working	19,700,000.00
5	17CG 084A	Farm Tractor (New Holland)	HFB16225		Trade	Emali	Working	2,350,000.00
6	17CG 097A	CASE	HBZN0885AJA F07412	1NA282187988E	Transport	Mbooni	Working	24,000,000.00
7	17CG 310A	New holland - Farm Tractor	NH1405100	216304DT	Agriculture	Kasikeu	Working	1,900,000.00
8	17CG 314A	CAT	CAT0426FTEJ4 00585	17283019	Agriculture	Kwakathoka	Working	8,000,000.00
9	17CG 317A	Case - Motor Grader	HPZN0865CGA 1105851	243164149	Transport	Kilili	Working	20,452,500.00
10	17CG 325A	Ashok Leyland rig	MB1DTKYC9G REN7426	GEHZ406574	Water	Water yard	Working	28,000,000.00

11	17CG 328A	CASE Grader	HBZ.N.0865PK AF076	A074191853E	Transport	Kitise/Kithuki	Working	23,850,000.00
12	17CG 329A	Case - Motor Grader	HBZN0865KKA F07690	98192551	Transport	Mbooni Sub County	Working	23,850,000.00
13	17CG 380A	CAT- Backhoe	CAT0426FPEJ4 03388	20195007	Agriculture	Kasikeu Ward	Working	9,187,200.00
14	KAW 206Z	Cat - Motor Grader	CAT0120HC5F M04415	316DDIJAJWAC	Transport	Kasikeu	Working	5,287,680.00
15	KBR 843U	Farm Tractor	2229945	104380N	Trade	Wote Yard	Working	1,500,000.00
16	KBY 958C	Boma g - Roller	1.02E+11	04289542RY	Transport	Transport Yard	Awaiting parts	4,051,244.16
17	KBY 997C	Case - Back hoe	NEHH01081	F4GE9484C*J60S* 001198307	Transport	Emali	Working	3,760,642.08
18	KBY 997C	Case Back hoe	NEHH01081	F4GE9484C	Transport	Emali	Working	3,700,000.00
19	KBZ 481D	Boma g - Roller	1.02E+11	04289542RY	Transport	Transport Yard	Working	4,051,244.16
20	KCA 316F	Excavator	DCH240R5NEE 5M1493	4HK1-722793	Water	Water yard	Working	8,500,000.00
21	KCA 319F	Excavator case	DCH240R5NEE 5M1495	4HK1-722792	Water	Water yard	Not working- under insurance	8,500,000.00
	<b>Total</b>							<b>213,640,510.40</b>

**INSURABLE MOTOR CYCLES**

<b>S/ no</b>	<b>Vehicle Reg. No</b>	<b>Make</b>	<b>Chassis No.</b>	<b>Engine No.</b>	<b>Department</b>	<b>Location</b>	<b>Status</b>	<b>Value</b>
1	17CG 197A	SKYGO	LF3YCJ004GA 000721	G1458077	Finance	Nunguni	Working	69,984.00
2	17CG 080A	SkyGo 150-3	LF3PCK002GB 015505		Transport	Kambu county	Working	70,000.00
3	17CG 102A	Sky Go	LF3YCJ001GA 000143	G1223271	Agriculture	Makindu	Working	57,024.00
4	17CG 106A		LF3YCJ007GA 000129		Agriculture	Kilungu	Working	100,000.00
5	17CG 108A	SKYGO GY	LF3YC3007CA 000180	G1223253	Agriculture	MAP	Working	100,000.00
6	17CG 122A	SKYGO GY	LF3YCJ002GA 000183		Agriculture	Kiima Kiu	Working	100,000.00
7	17CG 125A	SKYGO GY	LF3YCJ009GA 000147		Agriculture	Kako Waia	Working	100,000.00
8	17CG 140A	SKYGO GY	LF3YCJ005GA 000176		Agriculture	Kasikeu	Working	100,000.00
9	17CG 141A	Sky Go	LF3YCJ007GA 00013	156FM1G12232 60	Agriculture	Nguumo	Working	57,024.00
10	17CG 147A	Sky Go - Gy	LF3YCJ009CA 000178	07A466903	Agriculture	Kilome	Not working - awaiting service	57,024.00
11	17CG 153A	SKYGO GY	LF3YCJ005GA 000193	G1223302	Agriculture	MAP	Working	100,000.00
12	17CG 167A	Sky Go	LF3PCJ301FB0 05388	F5160495	Agriculture	Kambu	Working	49,248.00
13	17CG 169A	Sky Go	LF3PCJ305DB0 085	F5126390	Agriculture	Makindu	Working	49,248.00



14	17CG 173A	SKYG O GY	LF3YCJ008G00 0673	G1458029	Water	Kako Waia	Worki ng	60,000.0 0
15	17CG 177A	Sky Go	LF3YCJ005GA 000209	G1223314	Water	Makindu	Worki ng	60,000.0 0
16	17CG 179A	Sky Go - Gy	LF3YCJ005GA 000208	G1223310	Water	Transport Yard	Not worki ng – Groun ded	55,000
17	17CG 180A	Sky Go	LF3PCK002GB 015505	G5101291	Devolut ion	Kambu	Worki ng	80,000.0 0
18	17CG 182A	SKYG O	LF3PCK007GB 015578	G5101366	Transpo rt	Tawa SCH	Worki ng	77,760.0 0
19	17CG 184A	Sky Go - 150-3	LF3PCK006GB 015586	G5101362	Transpo rt	HQ	Worki ng	77,760.0 0
20	17CG 185A	SkyGo 150-3	LF3PCK00XGB 015591	G5101376	Transpo rt	Kaiti	Worki ng	70,000.0 0
21	17CG 188A	SkyGo	LF3PCK00XGB 015641	G5101405		HQ	Worki ng	70,000.0 0
22	17CG 190A	SkyGo	LF3PCK007GB 015645		Transpo rt	Kwakathok a	Not worki ng	70,000.0 0
23	17CG 192A	SkyGo	LF3PCK005GB 015515		Transpo rt	HQ	Worki ng	70,000.0 0
24	17CG 193A	Sky Go- 150-3	LF3PCK005GB 015482	G5101322	CS	CS	Worki ng	77,760.0 0
25	17CG 194A	SKYG O	LF3PCK009JB0 15601	G5101345	Transpo rt	Wote	Worki ng	77,760.0 0
26	17CG 195A	Sky Go	LF3PCK00XGB 015588	G5101364	Transpo rt	Makindu	Worki ng	77,760.0 0
27	17CG 196A	SkyGo	LF3PCK008GB 015590	G5101375	Transpo rt	HQ	Worki ng	70,000.0 0
28	17CG 197A	SKYG O	LF3YCJ004G40 0721	G1458077	Finance	Kyambeke	Worki ng	90,000.0 0
29	17CG 198A	SkyGo	LF3PCK000GB 015647	G5101407	Transpo rt	Kilome	Worki ng	70,000.0 0

30	17CG 198A	Sky Go	LF3PCJ307FB0 02799	F5090784	Finance	Kambu	Worki ng	71,280.0 0
31	17CG 198A	SKYG O	LF3POJ307FP0 02799	F5090784	Finance	Mtito Andei	Worki ng	90,000.0 0
32	17CG 199A	SKYG O	LF3YJ002CA00 0684	G1458040	Finance	Kitise	Worki ng	90,000.0 0
33	17CG 201A	Sky Go- 150-3	LF3PCJ305FB0 02798	F509783	Finance	Kalawa	Worki ng	61,560.0 0
34	17CG 202A	Sky Go	LF3PCJ307FB0 02771	F5090746	Finance	Mtito Andei	Worki ng	61,560.0 0
35	17CG 202A	SKYG O	LF3PCJ305FB0 02798	F5090746	Finance	Kambu	Worki ng	90,000.0 0
36	17CG 203A	SKYG O GY	LF3YCJ008GA 000690	G1458046	Finance	Mukuyuni	Worki ng	61,560.0 0
37	17CG 203A	SKYG O	LF3YCJ008GA 000690	G1458046	Finance	Ukia	Worki ng	90,000.0 0
38	17CG 204A	SKYG O		F5090756	Finance	Emali	Worki ng	90,000.0 0
39	17CG 205A	SKYG O		156FM12F5090 810	Finance	Kalawani	Worki ng	90,000.0 0
40	17CG 207A	Sky Go	LF3YCJ005GA 000713	G1458069	Finance	Kilome - Kiima Kiu	Worki ng	61,560.0 0
41	17CG 207A	SKYG O	LF3YCU005GA 000713	G1458069	Finance	Salama	Worki ng	100,000. 00
42	17CG 208A	Sky Go	LF3YCJ001GA 000711	G145806	Finance	Kasikeu Ward	Worki ng	71,280.0 0
43	17CG 208A	SKYG O	LF3YCJ001GA 000711		Finance	Sultan	Worki ng	100,000. 00
44	17CG 211A	Sky Go - Gy125	LF3YCJ000GA 000697	G14580553	Finance	HQ	Worki ng	71,280.0 0
45	17CG 212A	SKYG O	LF3YCJ00XGA 000710	G1458066	Finance	Matiliku	Worki ng	90,000.0 0
46	17CG 217A	Sky Go	LF3PCJ306FB0 04426	F5137450	Health	Kambu (Mortuary)	Worki ng	69,660.0 0

47	17CG 222A	Sky Go	LF3PCJ80XPB0 04434	156FM1- 2F5137443	Health	Kibwezi	Worki ng	69,660.0 0
48	17CG 223A	Sky Go - 150	LF3PCJ300FB0 04409	F5137428	Health	Kilome	Worki ng	69,660.0 0
49	17CG 223A	Sky Go	LF3PCJ300FB5 07409	F513742	Health	Kasikeu Ward	Worki ng	60,000.0 0
50	17CG 227A	Sky Go -150A	LF3PCJ308FB0 0416	F5137434	Health	Makindu	Worki ng	69,660.0 0
51	17CG 229A				Health	Itetani	Not worki ng	69,660.0 0
52	17CG 230A	SKYG O	LF3PCJ305FB0 04123	F5137392	Health	Kithungo/K itundu	Worki ng	69,660.0 0
53	17CG 239A	Sky Go	LF3PCJ305FB0 04258	F5137267	Health	Kambu	Requi res repair s	69,660.0 0
54	17CG 243A	Sky Go	LF3PCJ300FB0 04409	F5137303	Health	Kibwezi	Worki ng	69,660.0 0
55	17CG 248A	Sky Go	LF3PCJ30XFB0 04322	F51372345	Health	Kibwezi Hospital	Worki ng	69,660.0 0
56	17CG 249A	Sky Go	LF3PCJ301FP0 04354	F5137374	Health	Thange	Worki ng	69,660.0 0
57	17CG 253A	Sky Go	LF3PCJ308FB0 04270	F5137286	Health	Mtito Andei	Worki ng	69,660.0 0
58	17CG 254A	Sky Go- 150-3	LF3PC0307FB0 04262	S5137285	Health	Kalawa	Worki ng	69,336.0 0
59	17CG 257A	SKYG O 150- 3	LF3PCJ307FB0 04890	F5137321	Health	Waia	Worki ng	65,000.0 0
60	17CG 257A	SKYG O	LF3PCJ307FB0 0	F5137321	Health	Kako	Worki ng	69,660.0 0
61	17CG 258A	SKYG O 150- 3	LF3PCJ300FB0 04331	F5137436	Health	Mbooni	Worki ng	69,660.0 0
62	17CG	SKYG	LF3PCJ306FB0	F5137341	Health	Kivani	Not	60,000.0

	261A	O 125-3	04817				Working	0
63	17CG 263A	SKYG O	LF3PCJ304FB0 04431	F5137448	Health	Tawa SCH	Requires repairs	69,660.00
64	17CG 265A	SKYG O	LF3PCJ301FB0 04404	156FM1- 2F5137430	Health	MCRH	Requires repairs	69,660.00
65	17CG 267A	Sky Go- GY150	LF3PCJ30XFB0 04272	F5137282	Health	Kalawa	Working	69,660.00
66	17CG 274A	SKYG O	LF3PCJ30FB00 4392	F5137411	Health	Tawa SCH	Requires repairs	69,660.00
67	17CG 275A	Sky Go- 150-3	LF3PCJJ02FB0 04320	F5137336	Health	Kalawa	Not Working	69,336.00
68	17CG 276A	SKYG O 150-3	LF3PCJ30XPB0 94420	F5137439	Health	Waia	Not Working	60,000.00
69	17CG 283A	Sky Go- 150-3	LF3PCK002FB 00394	F5137402	Health	Kalawa	Working	69,660.00
70	17CG 285A	SKYG O	LF3PCJ308FB0 04317	F513739	Health	Mukimwani	Requires repairs	69,660.00
71	17CG 289A	SKYG O GY	LF3YCK008GA 000422	G1223403	Devolution	Muvau S/Ward	Working – needs repairs	64,800.00
72	17CG 290A	SKY Go - GY 150	LF3YCK002GA 000383	G1223420	Devolution	Kithuki	Working - needs major repairs	64,800.00

73	17CG 291A	SKYG O -GY	LF3YCK004GA 00420	G1223401	Devolut ion	Emali/Mula la	Worki ng	64,800.0 0
74	17CG 293A	SKY Go - GY 150-3	LF3PCK003GB 009163	G5080861	Devolut ion	Kalamba	Worki ng - needs major repair s	51,840.0 0
75	17CG 295A	Sky Go- 150-3	LF3YCK003GA 000411	G122392	Devolut ion	Kalawa	Worki ng	64,800.0 0
76	17CG 296A	SKYG O -GY	LF3YCK003GA 000439	G1223448	Devolut ion	Wote S/W H/Q	Worki ng	64,800.0 0
77	17CG 297A	SKYG O -GY	LF3YCK00X9A 000437	G1223446	Devolut ion	Nzaui Subward	Worki ng	64,800.0 0
78	17CG 298A	SKYG O GY	LF3YCK000GA 000396	G1223433	Devolut ion	Kanthuni S/Ward	Worki ng - needs repair s	64,800.0 0
79	17CG 299A	SKY Go - GY 150	LF3YCK000GA 000429	G1223410	Devolut ion	Kitise	Worki ng - needs major repair s	64,800.0 0
80	17CG 401A	Sky Go	LF3YCK005GA 000426	162FM3G12234 07	Devolut ion	Nguu/Masu mba	Worki ng	64,800.0 0
81	17CG 402A	Sky Go-150	LF3PCK005G3 009178	G5080876	Devolut ion	Kambu	Worki ng	51,840.0 0
82	17CG 403A	Sky Go	LF3YCK00XG A000440	G1223449	Devolut ion	Makindu	Worki ng	64,800.0 0
83	17CG 407A	Sky Go - Gy125	LF3YCK009GA 00381	G1223418	Devolut ion	Mikuyuni	Worki ng	64,800.0 0
84	17CG 408A	SKYG O	LF3YCK000GA 000401	G1223438	Devolut ion	Kako/Waia	Worki ng	64,800.0 0
85	17CG 409A	Sky Go	LF3YCK006GA 000435	G1223444	Devolut ion	Kambu	Worki ng	64,800.0 0

86	17CG 410A	Sky Go-150	LF3YCK001GA 000407	G1223388	Devolut ion	Kalawa	Worki ng	64,800.0 0
87	17CG 411A	Sky Go	LF3YCK001GA 000455	G1223464	Devolut ion	Kambu	Worki ng	64,800.0 0
88	17CG 412A	Sky Go	LF3YCK007GA 000377	G1223414	Devolut ion	Nguumo	Worki ng	64,800.0 0
89	17CG 413A	Sky Go – GY	LF3YCK007CA 00430	G1223411	Devolut ion	Kitaingo	Worki ng	64,800.0 0
90	17CG 414A	SKYG O	LF3YCK007GA 000394	G1223431	Devolut ion	Tulimani	Worki ng	64,800.0 0
91	17CG 415A	Sky Go-GY	LF3YCK004GA 000448	G1223457	Devolut ion	Kitundu	Worki ng	64,800.0 0
92	17CG 416A	Sky Go- 150-3	3YCK008GA00 0378	G1223415	Devolut ion	Mbooni	Worki ng	64,800.0 0
93	17CG 418A	Sky Go – GY	LF3YCK001GA 000424	G1223405	Devolut ion	Kibwezi West	Worki ng	64,800.0 0
94	17CG 419A	SKYG O	LF3YCK009GA 000431	G1223412	Devolut ion	Nunguni	Worki ng	64,800.0 0
95	17CG 420A	SKYG O -GY	LF3YCK009GA 000574	Engine was changed	Devolut ion	Emali	Worki ng	64,800.0 0
96	17CG 424A	SKYG O	LFYCK000GA0 00382	G1223419	Devolut ion	Nguu Masumba	Worki ng	64,800.0 0
97	17CG 426A	Sky Go	LF3PCK003GB 009115	G5080813	Devolut ion	Mtito Andei	Worki ng	51,840.0 0
98	17CG 427A	Sky Go	LF3PCK008GB 009100	G5080858	Devolut ion	Ngulu Kibwezi	Worki ng	51,840.0 0
99	17CG 428A	Sky Go	LF3YCK002GA 000450	G1223459	Devolut ion	Mukaange Sub Ward	Not Worki ng	64,800.0 0
100	17CG 429A	Sky Go- 150-3	LF3PCK003GB 009177	G5080875	Devolut ion	Nziu	Worki ng	51,840.0 0
101	17CG 432A	Sky Go – GY	LF3YCK009GA 000400	G1223437	Devolut ion	Nguumo	Worki ng	64,800.0 0
102	17CG 433A	SKYG O	LF3YCK001GA 000438	G1223447	Devolut ion	Nunguni	Worki ng	64,800.0 0

103	17CG 434A	SKYGO	LF3PCK001GH 009128	G5080826	Devolution	Tulimani	Working	51,840.00
104	17CG 435A	Sky Go	LF3YCK0075G A00412	G1223393	Devolution	Mulala	Working	64,800.00
105	17CG 436A	SKYGO GY	LF3YCK004GA 000434	G1223443	Devolution	Kilala	Working	64,800.00
106	17CG 438A	SKYGO	LF3PCK006GB 009125	G5080823	Devolution	Nunguni	Working	51,840.00
107	17CG 440A	Sky Go	LF3PCK005GB 009083	G5080781	Devolution	Waia/Kako	Working	51,840.00
108	17CG 441A	Sky Go - 5G 150Y	LF3YCK004GA 000417	G1223398	Health	Makindu	Working	70,000.00
109	17CG 443A	SKYGO	LF3YCK004GA 000384	G1223421	Health	Tawa SCH	Working	60,000.00
110	17CG 444A	Sky Go- GY	LF3YCK003GA 000389	G1223426	Devolution	Emali	Working	64,800.00
111	17CG 445A	Sky Go - GY	LF3YCK001GA 000410	G122391	Devolution	Mbitini	Working	64,800.00
112	17CG 446A	Sky Go	LF3YCK009GA 000414	G1223395	Devolution	Kasikeu Ward	Working	64,800.00
113	17CG 447A	Sky Go	LF3YCK002GA 000397	G1223434	Devolution	Mukaa Ward	Working	64,800.00
114	17CG 448A	JINCH ENG	LJACKLAOK A000012	VMKS000264	Devolution	Nunguni	Working	125,100.00
115	17CG 449A	Yamah a - YBR	LBPKE1135911 0057420	JYM154FM1- 17036303	Environment	Makueni Sub County	Working	100,000.00
116	17CG 451A	Sky Go - 150-7	LF3PCK701JB0 06419	J5075187	Sand Authority	Kibwezi West	Working	57,024.00
117	17CG 456A	Jinchen g -150- 15A	LJACKL5KA 000023	VMKS000215	Devolution	HQ	Working	125,100.00
118	17CG 457A	Jinchen g	LJACKLA5K A000068	VMKS000320	Devolution	Kambu	Working	125,100.00

119	17CG 464A	Sky Go	LF3PCK005FB 018802	F5141600	Devolut ion	Nguumo	Worki ng	101,250. 00
120	17CG 467A	Sky Go	LF3PCK005FB 018341	F5141633	Devolut ion	Makindu	Worki ng	101,250. 00
121	17CG 468A	Sky Go	LF3PCK002FB 018225	F5141518	Devolut ion	Kambu	Worki ng	101,250. 00
122	17CG 469A	Sky Go	LF3PCK005FB 018218	H5037297	Devolut ion	Kambu	Worki ng	101,250. 00
123	17CG 470A	SKYG O 150- 3	LF3PCK00XFB 018215	F5141513	Devolut ion	Kithungo/K itundu	Worki ng	101,250. 00
124	17CG 471A	Sky Go	LF3PCK006FB 010218	F5141511	Health	Kibwezi Hospital	Worki ng	65,000.0 0
125	17CG 472A	Sky Go- 150-3	LF3TCK009B0 18223	F5141509	Devolut ion	Kalawa	Worki ng	101,250. 00
126	17CG 473A	SKYG O 150- 3	LF3PCK008XF B018230	F5141528	Devolut ion	Kako/Waia	Worki ng	101,250. 00
127	17CG 474A	SKYG O 150- 3	LF3PCK000FB 018210	F5141503	Devolut ion	Nunguni	Worki ng	101,250. 00
128	17CG 496A	Sky Go	LF3PCK009JB0 1653	J5134907	Devolut ion	Nguumo	Worki ng	80,000.0 0
129	17CG 497A	Sky Go- 150-3	LF3PCK001FB 018250	F5141536	Devolut ion	Muvau Kikumini	Worki ng	101,250. 00
130	17CG 500A	Sky Go	LF3PCK008FB 018848	F5141641	Devolut ion	Kibwezi Hospital	Worki ng	101,250. 00
131	17CG 502A	SKYG O	LF3PCK001FB 018220	F5141506	Devolut ion	Tulimani	Worki ng	101,250. 00
132	17CG 503A	SKYG O 150- 3	LF3PCK001FB 018241	F5141533	Devolut ion	Mbooni	Worki ng	101,250. 00
133	17CG 504A	Sky Go- 150-3	LF3PCK001FB 018242	F5141544	Devolut ion	Kitise/Kith uki	Worki ng	101,250. 00



134	17CG 505A	SKYGO	LF3PCK004FB 018212	F5141510	Devolution	Kilome	Working	101,250.00
135	17CG 506A	Sky Go	LF3PCK002FB 018208	F5141494	Devolution	Mukaa Ward	Working	101,250.00
136	17CG 507A	Sky Go	LF3P0K00TF88 17	162FMG- F5141603	Devolution	Nguu/Masu mba	Working	101,250.00
137	17CG 509A	Sky Go	LF3PCK00XFB 018263	F5141549	Devolution	Masongale ni	Working	101,250.00
138	17CG 512A	Sky Go - 750-7	LF3PCK7D80B 006420	J5075188	Sand Authorit y	HQ	Not worki ng - await ing repair s	57,024.00
139	17CG 513A	SKYGO	LF3PCK709JB0 06426	J5075194	Sand Authorit y	HQ	Working	70,000.00
140	17CG 514A	Sky Go	LF3PCK700JB0 06427	J5075195	Sand Authorit y	Kibwezi Amref	Not Worki ng	57,024.00
141	17CG 517A	SKYGO	LF3PCK004FV 024544	J5101349	Devolut ion	Kako/Waia	Worki ng	90,000.00
142	17CG 523A	DT YAMA HA	DG01X058214	3TS-139183	Agricult ure	Kasikeu	Worki ng	150,000.00
143	17CG 524A	Yamah a - DT 175	DG01X-058215	3TS139184	Gender	Kibwezi West	Worki ng	165,000.00
144	17CG 526A	Sky Go	LF3PCK006JB0 09939	J509475	Devolut ion	Kibwezi	Worki ng	90,000.00
145	17CG 532A	Jinchen g	LJCPCJ157JS00 1339	TMJSF02823	Water	Kasikeu Ward	Worki ng	75,000.00
146	17CG 534A	Jinchen g	LJCPCJLS7JS0 01342	TMJSF02826	Water	Makindu	Worki ng	70,000.00
147	17CG 536A	Jinchen g	LJCPCJL8S001 347	TMJSF02831	Water	Kilome Sub-County	Worki ng	75,000.00
148	17CG	Jinchen g -CG	LJCPCJLS2JS0	JC156FM1TMJS	Water	Nguu/Masu	Worki	75,000.00

8	537A	125	01345	F028289		mba	ng	0
149	17CG 537A	Jincheng - 125	LJCPCJL52J500 1345	TMJSF028289	Water	Nguu/Masumba	Working	75,000.00
150	17CG 544A	Honda	TMJD2191F533 5379	2333624	Agriculture	Kibwezi	Working	400,000.00
151	17CG 547A	Honda	LTMJD2198F53 3532	E-2833746	Agriculture	Kaiti	Working	400,000.00
152	17CG 548A	Honda	LTMJD2199F53 35324	2334086	Agriculture	Mtito Andei	Working	400,000.00
153	17CG 549A	Honda	TMJD2198F533 5363	JD21E2333918	Agriculture	Kibwezi West	Working	400,000.00
154	17CG 550A	Honda	LTMJD2192F53 35357	2333984	Agriculture	Kibwezi	Working	400,000.00
155	17CG 551A	HONDA XL	LTMJD2191F53 35339	DJ21E2334078	Agriculture	Kilome	Working	100,000.00
156	17CG 552A	Honda XL 125	LTMJD2198F53 35377	JD21E-2334019	Agriculture	Waia/Kako	Working	400,000.00
157	17CG 553A	HONDA XL	LTMJD2192F53 35326	JD21E2333989	Agriculture	Tulimani	Working	100,000.00
158	17CG 554A	HONDA XL	LTMJD2194F53 35375	JD21E2333924	Agriculture	Emali	Working	100,000.00
159	17CG 556A	Honda XL 125	LTMJ2198F533 5332	2333699	Agriculture	Mavindini	Working	400,000.00
160	17CG 557A	Honda XL 125	LTMJD219XF5 335333	JD21E-2333992	Agriculture	Wote/Nziu	Working	400,000.00
161	17CG 559A	Sky Go	LF3PCJ301LB0 00073	L5031837	Environment	Makindu	Working	70,000.00
162	17CG 559A	Sky Go	LF3PCJ301LB0 00073	L5031837	Environment	Makindu	Working	65,000.00
163	17CG 561A	Sky Go	LF3PCJ30XLB0 00136	L5031900	Lands	Makindu	Working	65,000.00
164	17CG 562A	Yamaha – DT	DG01X-058089	3TS-139058	Agriculture	Kathonzweni	Working	150,000.00
165	17CG 563A	DT175	DG01X-058088	3TS-139057	Agriculture	HQ	Working	150,000.00

166	17CG 569A	TVS 125	MKZS3NIH6NJ 090553	CF4LM1801307	Agriculture	MAP	Working	170,000.00
167	17CG 575A	Sky Go- 150-3	LF3PCK00XM B005641	M5038988	Environment	Kibwezi West	Working	100,000.00
168	17CG 577A	Sky Go - 150-3	LF3PCK006MB 015793	M5103948	Sand Authority	Tulimani	Working	57,024.00
169	17CG 579A	TVS 125	MKZS3NIH6NJ 090539	CF4LM1501776	Agriculture	MAP	Working	170,000.00
170	17CG 580A	Sky Go- 150-3	LF3PCK006MB 015728	M5103883	Sand Authority	Kikima	Working	57,024.00
171	17CG 581A	TVS 125	MKZS3NIH6NJ 090543	CF4LM1001302	Agriculture	MAP	Working	170,000.00
172	17CG 582A	TVS 125	MKZS3NIH6N J090546	CF4LM1801786	Agriculture	MAP	Working	170,000.00
173	17CG 589A	TVS	MD625AF41N1 B13673	DF4AN1315778	Agriculture	Kathonzwe ni	Working	100,000.00
174	17CG 590A	TVS 125	MD625AF43N1 B13643	DF4BN1912008	Agriculture	Mbooni	Working	165,000.00
175	17CG 591A	TVS- HLX12 5	MD625AF46N1 B13734	DF4BN1811970	Agriculture	Mbitini	Working	100,000.00
176	17CG 593A	TVS 125	MD625AF44N1 B13666	DF4AN1515424	Agriculture	Kalawa	Kalawa	165,000.00
177	17CG 594A	TVS- HLX12 5	MD625AF44N1 B13585	DF4AN1315861	Agriculture	Muvau Kikumini	Working	100,000.00
178	KMCG A 121C	TVS- HLX15 0	MD625AF77N1 D06095	AF7DN1406234	Sand Authority	HQ	Working	57,024.00
179	KMCN 537L	Yamah a	DG01X-029081	3TS-110047	Devolut ion	Kambu	Requi res repair s	65,000.00
18	KMCN	Yamah	DG01X-029080	3TS-110066	Health	Makindu	Working	180,000.

0	538L	a - DT					ng	00
181	KMDS 330W	Sky Go	BF0JA3099FS1 00447	F3600447	Health	Kilimani Dispensary	Requi res repair s	60,000.0 0
182	KMDT 814Z	Sky Go- 125-3	LF3PCJ300B00 958	F5155417	Health	Makindu	Worki ng	65,000.0 0
183	KMDT 864Z				Health	iani	Not Worki ng	60,000.0 0
184	KMDT 867Z				Health	Tulimani	Not Worki ng	60,000.0 0
185	KMDT 885Z	SKYG O 150- 3	CJ302FB00	F5155452	Health	Kako	Not Worki ng	65,000.0 0
186	KMDT 896Z	SKYG O 150- 3			Health	Mavindu	Not Worki ng	60,000.0 0
187	KMDT 899Z	SKYG O	LF3PCJ301FB0 04970	F5155429	Health	Ututini	Requi res repair s	60,000.0 0
188	KMDT 891Z	SKYG O 150- 3	LF3PCJ307FB0 04973	F5155432	Health	Kali Unit	Worki ng	70,000.0 0
189	KMFY 298X	SKYG O GY	LF3YCK000M A000264	M1173843	Devolut ion	Fire station HQ	Worki ng	300,000. 00
190	KMGA 122G	TVS HLX- 150	MD625AF79N1 D05997	AF7DN1106239	Sand Authorit y	HQ	Worki ng	75,000.0 0
	<b>TOTAL</b>							<b>17,992,4 58.00</b>

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**PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

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## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
- b) "Completion Date" means the date of completion of the Services by the Insurance Provider as certified by the Procuring Entity
- c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
- f) "Foreign Currency" means any currency other than the currency of Kenya;
- g) "GCC" means these General Conditions of Contract;
- h) "Government" means the Government of Kenya;
- i) "Local Currency" means Kenya shilling;
- j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
- k) "Personnel" means persons hired by the Insurance Provider;
- l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
- n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
- p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

#### 1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as

the Procuring Entity may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Insurance Provider may be taken or executed by the officials **specified in the SCC.**

## **1.7 Inspection and Audit by the PPRA**

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

## **1.8 Taxes and Duties, e t c**

The Insurance Provider shall pay such taxes, duties, fees, levies and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come in to effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC.**

### **2.3. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.4 Force Majeure**

#### **2.4.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.4.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.4.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **2.4.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.5. Termination**

### **2.5.1 By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

- a) If the Insurance Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Insurance Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

### **2.5.2 By the Insurance Provider**

The Insurance Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.5.2:

- a) If the Procuring Entity fails to pay any monies due to the Insurance Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Insurance Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.5.3 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

- a) remuneration pursuant to Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.
- c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

## **3. Obligations of the Insurance Provider**

### **3.1 General**

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Insurance Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate



interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Insurance Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole

remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### **3.2.2 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services**

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Insurance Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities as signed to them under this Contract;
- b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

The Insurance Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

### **3.4 Reporting Obligations**

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

### **3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.**

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub-Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.6 Liquidated Damages**

#### **3.6.1 Payments of Liquidated Damages**

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be

made is specified in **the SCC**. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

### 3.6.2 Correction for Over-payment

The Procuring Entity shall correct any overpayment of liquidated damages by the Insurance Provider by adjusting the next payment premium or certificate. The Insurance Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

## 3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

## 3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## 4 Insurance Provider's Personnel

The Contract shall not obligate the Insurance Provider to provide any specific personnel for carrying out of the Services.

## 5 Obligations of the Procuring Entity

### 5.1 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

## 6 Payments to the Insurance Provider

### 6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.3 and 6.3.

### 6.2 Contract Price

The price payable is **set forth in the SCC**.

### 6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC**.

### 6.4 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Insurance Provider for each day of delay at the rate stated in **the SCC**.

## 7 Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

## **8 Settlement of Disputes**

### **8.1 Amicable Settlement**

Any party with dispute against the other party shall give notice to the other party, requesting the party to make Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

### **8.2 Arbitration if the Insurance Provider is a Kenyan firm**

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

- i) Law Society of Kenya, or
- ii) Chartered Institute of Arbitrators (Kenya Branch), or
- iii) Insurance Institute of Kenya, or
- iv) The Actuarial Society of Kenya.

8.2.6 The institution written to first by the aggrieved party shall take precedence over all other institutions.

8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

### **8.3 Failure to Comply with Arbitrator's Decision**

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right it may have, refer the matter to a competent Court of law.

### **8.4 Arbitration if the Insurance Provider is a foreign firm**

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	<p><b>The Parties to the Contract are:</b></p> <p>The Procuring Entity is: _____</p> <p>The Insurance Provider is _____</p> <p>The contract name is _____</p>
1.4	<p>For <b>notices</b>, the Procuring Entity’s address shall be: _____</p> <p>Attention: _____</p> <p>Postal address : _____</p> <p>County Government of _____</p> <p>Telephone: _____</p> <p>Electronic mail address: <i>[insert e-mail address, if applicable]</i></p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: _____</p> <p>Postal address _____.</p> <p>Telephone: _____</p> <p>For the Insurance Provider: _____</p> <p><i>[Name, Postal Address, Email, Telephone Number]</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____</p>
2.2	<p>The Commencement date and duration of the insurance cover shall be:</p> <p>Commencement date _____</p> <p>Completion or Expiry Date: _____</p> <p>Duration of the coverage _____</p>
3.2.3 (c )	<p>After the termination of this Contract, the activities are:</p> <p>_____</p> <p>_____</p>
3.6.1	<p>The liquidated damages per day is _____</p> <p>The date by when the compensation costs should be made is _____ days.</p> <p>The total amount of liquidated damages shall not exceed _____</p>
6.2 – 6.3	<p>Contract Price is _____</p> <p>The price shall be made in one lump sum as per the contract agreement</p>
6.4	<p>No Interest shall be paid to the Insurance Provider for delayed payment</p>
8.4.1	<p>The rules of procedure for arbitration proceedings <i>with a foreign Insurance Provider</i> shall be as follows:  <i>[For contracts entered into with foreign sellers, International commercial arbitration may have practical advantages over other dispute settlement methods].</i></p> <p><b>(i) If the Procuring Entity chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</b></p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) <i>If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of <i>the International Chamber of Commerce</i> by one or more arbitrators appointed in accordance with said Rules.</p> <p>(iii) <i>If the Procuring Entity chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:</i></p> <p>Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p> <p>(iv) <i>If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</i></p> <p>Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.</p>

## **APPENDIX TO THE CONTRACT**

The Appendix to the contract shall be an **Insurance Policy** that shall provide a description of the Services, compensation procedure and all the contingencies that shall lead to the compensation claim. The Policy is an industry form (the norm) but would be negotiated before signature to ensure all parties concerns are taken into account. No provision or Clause in the Insurance Policy shall negate any Condition of Contract.

**BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tendered pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no]  
 Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

**Details of beneficial ownership**

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	Full Name	Directly---- ----- % of shares  Indirectly-- ----- % of shares	Directly..... .....% of voting rights  Indirectly----- ---% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----  2. Is this right held directly or indirectly?:  Direct.....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No- ---  2. Is this
	National identity card number or Passport number				
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Residential address				.....	influence or control exercised directly or indirectly?
Telephone number				Indirect.....	Direct.....
Email address				.....	.....
Occupation or profession					Indirect.....
2.	Full Name		Directly---- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----
	National identity card number or Passport number				2. Is this right held directly or indirectly?:
	Personal Identification Number (where applicable)		Indirectly-- ----- % of shares	Indirectly----- ---% of voting rights	Direct.....
	Nationality(ies)				.....
	Date of birth [dd/mm/yyyy]				Indirect.....
	Postal address				.....
	Residential address				Direct.....
	Telephone number				.....
	Email address				Indirect.....
	Occupation or profession				.....
3.					



	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>e.t</b>					
<b>.c</b>					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

Bidder Official Stamp