

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF KISUMU**

**DEPARTMENT OF FINANCE**

*Office of The Chief Officer Finance*

***Provision of General Insurance for Motor Vehicles - Tender No:  
CGK/FIN/INS/2019-2020&2020-2021/009***

**NEGOTIATION NUMBER:**

**786966**

**Client:**

**THE CHIEF OFFICER FINANCE  
COUNTY GOVERNMENT OF KISUMU  
P.O. BOX 2738 -40100  
KISUMU**

**Dated: 5<sup>th</sup> MARCH, 2020**

## **SECTION I - INVITATION TO TENDER**

### **TENDER No. CGK/FIN/INS/2019-2020&2020-2021/009 FOR PROVISION OF INSURANCE SERVICES.**

- 1.1 The County Government of Kisumu invites bids from eligible Tenderers for provision of insurance services.

Interested eligible Tenderers may obtain further information from the Director Supply Chain Management County Government of Kisumu P.O. Box 2738 - 40100 Kisumu City

- 1.2 Tender documents detailing the requirements may be obtained from the Director Supply Chain Management, County Government of Kisumu, on normal working days from Monday to Friday (excluding any public or gazette holiday) beginning on **6th MARCH, 2020** between **8.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.30 p.m.**

- 1.3 Completed Tenders are to be enclosed in plain sealed envelopes marked **TENDER NO. CGK/ FIN/INS/SER/2019-2020/009 FOR PROVISION OF GENERAL INSURANCE SERVICES** and be deposited in the Tender Box located at second floor prosperity house (Huduma Centre) County Government of Kisumu Headquarters offices so as to be received on or before **18th MARCH 2020 9.00 am**

Tender documents can be downloaded free of charge from County Government of Kisumu's website [www.kisumu.go.ke](http://www.kisumu.go.ke), and suppliers portal <https://supplier.treasury.go.ke>  
Tenderer must also do online bidding through the suppliers portal <https://supplier.treasury.go.ke>

- 1.4 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings **and shall remain valid for ninety (90) days** from the closing date of the tender.
- 1.5 Tenders will be opened promptly thereafter in the presence of the Tenderer's or their representatives who choose to attend in at the On the 2nd Floor at prosperity house (Huduma Center) County Government of Kisumu Headquarters
- 1.6 A bid bond of 2% of the amount quoted which must be in form of a bank guarantee from a reputable bank or an Insurance Company approved by Public Procurement and Regulatory Authority (PPRA). This shall be valid for **Ninety (90) days** from the date of opening of the tender.

## Chief Officer Finance

### SECTION II – TENDER SUBMISSION CHECKLIST

#### Tender Submission Format

This order and arrangement shall be considered as the Tender Format. Tenderers shall tick against each item indicating that they have attached the same.

No.	Item	Tick Where Provided
1.	Tender Form and Price Schedule	
2.	Registration with the Commissioner of Insurance	
3.	Fully filled Confidential Business Questionnaire (CBQ)	
4.	Fully filled Declaration Form	
5.	Copy of Company or Firm's Registration Certificate	
6.	Copy of PIN Certificates	
7.	Copy of Valid Tax Compliance Certificate	
8.	List of 3 reputable clients for the previous year	
9.	Professional indemnity Insurance Cover (Brokers only)	
10.	Membership of the Association Kenya Insurance (AKI) (Insurance Companies only)	
11.	Membership of the Association Insurance Brokers(AIB) (Brokers only)	
12.	Audited financial statements for the previous year	
13.	Bid bond of 2% of amount quoted	
14.	For preserved groups (must fill tender security form)	
15.	Tenderer must submit both hard copy and do online bidding through the suppliers portal <a href="https://supplier.treasury.go.ke">https://supplier.treasury.go.ke</a> .	

#### NOTES TO TENDERERS

1. Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.
2. All Kenyan Registered Tenderers must provide the Personal Identification Number Certificate (PIN Certificate).

3. Audited Financial Statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of the date of the tender document.

*(For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original).*

4. Price Schedule(s)

## SECTION II

### INSTRUCTION TO TENDERERS

#### Table of Clauses

#### Contents

INSTRUCTION TO TENDERERS.....	4
INSTRUCTIONS TO TENDERERS.....	7
2.1. Eligible Tenderers .....	7
2.2 Cost of Tendering .....	7
2.3 Contents of Tender Document.....	7
2.4 Clarification of Tender Documents.....	8
2.5 Amendment of Tender Documents.....	8
2.6 Language of Tenders.....	9
2.7. Documents Comprising the Tender .....	9
2.8. Form of Tender .....	9
2.9. Tender Prices.....	9
2.10. Tender Currencies .....	10
2.12. Tender Security.....	10
2.13. Validity of Tenders .....	11
2.14. Format and Signing of Tenders .....	11
2.15 Sealing and Marking of Tenders.....	11
2.16. Deadline for Submission of Tenders.....	12
2.17. Modification and Withdrawal of Tenders.....	12
2.18. Opening of Tenders.....	13
2.19 Clarification of Tenders .....	13
2.20 Preliminary Examination and Responsiveness.....	13
2.21. Conversion to single currency .....	14
2.22. Evaluation and Comparison of Tenders .....	14
2.23. Contacting the Procuring entity .....	15
2.24 Post-qualification .....	15
2.25 Award Criteria .....	15

2.26.	Procuring entity’s Right to accept or Reject any or all Tenders.....	16
2.27	Notification of Award.....	16
2.28	Signing of Contract.....	17
2.29	Performance Security .....	17
2.30	Corrupt or Fraudulent Practices .....	17
	SECTION III - GENERAL CONDITIONS OF CONTRACT .....	19
	SECTION III .....	20
3.1.	Definitions.....	20
3.2.	Application.....	21
3.3.	Standards.....	21
3.4.	Use of Contract Documents and Information .....	21
3.5.	Patent Rights .....	21
3.6	Performance Security .....	21
3.7.	Delivery of services and Documents .....	22
3.8.	Payment.....	22
3.9.	Prices.....	22
3.10.	Assignment.....	23
3.11.	Termination for Default .....	23
3.12.	Termination for Insolvency.....	23
3.13.	Termination for Convenience .....	23
3.14	Resolution of Disputes .....	24
3.15.	Governing Language .....	24
3.16.	Applicable Law .....	24
3.17	Force Majeure.....	24
3.18	Notices .....	24
	SECTION V - SUMMARY OF EVALUATION CRITERIA .....	30
	PART 1 - PRELIMINARY EVALUATION. ....	30
	Tenders will proceed to the Technical Stage only if they comply with Part 1 .....	30
	PART II: - TECHNICAL EVALUATION.....	30
	Tenders will proceed to the Financial Stage only if they comply with Part 1I.....	31
	SECTION VI - TENDER FORM .....	33
	NOTES TO THE TENDERERS ON THE QUESTIONNAIRE.....	37
	SECTION VIII - DECLARATION FORM.....	38
	SECTION IX - TENDER SECURITY FORM.....	39
	COMMON SEAL     ).....	40



## **INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to insurance firm approved by the Public Procurement Regulatory Authority (PPRA) tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/= or been down loaded for FREE from our website and suppliers portal.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**



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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Schedule of Requirements
- (iv) Details of Insurance Cover
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Confidential Business Questionnaire Form
- (viii) Tender security Form
- (ix) Declaration Form

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

#### **2.4 Clarification of Tender Documents**

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

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

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 10%

#### **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with

an adjustable price quotation will be treated as non-responsive and will be rejected.

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

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

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

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

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Regulatory Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

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

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity.
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.29 or
  - (ii) to furnish performance security in accordance with paragraph 2.30

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after date of tender opening. Any tender whose validity period is less than 90 days shall be rejected by the Procuring entity as non-responsive.

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

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

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

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

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

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

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

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

(b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **18th MARCH 2020 9.00 am**

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

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

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

**2.16.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **18th MARCH 2020 9.00 am**

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

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

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

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **18th MARCH 2020 9.00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tenders' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation

provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

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

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

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

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

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

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

#### **(a) Operational Plan**

- (i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time Specified in the Schedule of Requirements. Tenders Offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule**

- (i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

**2.23. Contacting the Procuring entity**

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

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

**2.24 Post-qualification**

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

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

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

**2.25 Award Criteria**



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

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

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

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

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

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement and or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	<b>2.1.1 Eligible Tenderers</b>	<i>Open tender</i>
2.	<b>Documents Comprising the Tender – List of Previous Customers</b>	<i>The Tenderer shall submit at least three (3) names with full contact as well as physical addresses of previous customers who the bidder had insured last financial year.</i>
3.	<b>Cost of tender document</b>	<i>downloaded for free from our web site <a href="http://www.ksumucounty.go.ke">www.ksumucounty.go.ke</a> and suppliers portal <a href="https://supplier.treasury.go.ke">https://supplier.treasury.go.ke</a>.</i>
4.	<b>Form of Tender</b>	<i>The tenderer shall complete the form of tender and the price schedule.</i>
5.	<b>Documentary evidence of financial capability</b>	<i>The audited financial statements required <b>must</b> be those that are reported within fifteen (15) calendar months of the date of the tender document.</i>
6.	<b>Validity of tender</b>	<i>The validity period of the tender shall be 90 days from the closing date of the tender</i>
7.	<b>Dead line for submission of tenders</b>	<i>Tenderer must submit both hard copy and do online bidding through the supplier's portal <a href="https://supplier.treasury.go.ke">https://supplier.treasury.go.ke</a>. The hardcopy tenders <b>must</b> be dropped in the Tender box 18th MARCH 2020 9.00 am</i>
9.	<b>Tender Security</b>	<i>Tender security of 2% <b>must</b> be submitted.</i>

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

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

## **SECTION III**

### **GENERAL CONDITIONS OF CONTRACT**

#### **3.1. Definitions**

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

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

(h) "Day" means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

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

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

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

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

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

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

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

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

### **3.10. Assignment**

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

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

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

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

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

### **3.12. Termination for Insolvency**

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

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

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



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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

**SECTION IV - SCHEDULE OF REQUIREMENTS**

(DETAILS OF INSURANCE COVERS)

**COUNTY GOVERNMENT OF KISUMU SCHEDULE FOR MOTOR  
VEHICLE INSURANCE**

S/NO.	EQUIPMENTS/VEHICLES - DESCRIPTION	CURRENT VALUE	COMPREHE NSIVE POLICY	TOTAL
			AMOUNT (KSH)	AMOUNT (KSH)
	Comprehensive Insurance cover with indemnity period of 12 months for light vehicles and trucks with excess protector charges for motor vehicles valued as below :( Policy to be limited to IRA guidelines on similar policies).			
1.	FORD RANGER AMBULANCE KCA 444 F	3,697,648		
2.	FORD RANGER AMBULANCE KCA 462 F	3,697,648		
3.	FORD RANGER AMBULANCE KCA 446 F	3,697,648		
4.	FORD RANGER AMBULANCE KCA 461 F	3,697,648		
5.	FORD RANGER AMBULANCE KCA 449 F	3,697,648		
6.	FORD RANGER AMBULANCE KCA 447 F	3,697,648		
7.	FORD RANGER AMBULANCE KCA 448 F	3,697,648		
8.	FORD RANGER AMBULANCE KCA 445 F	3,697,648		

9.	FORD RANGER AMBULANCE 42CG033A	5,635,800		
10.	FORD EVEREST KCA 467 F	3,483,891		
11.	FORD RANGER 42CG045A	3,645,000		
12.	Ambulance KCP 556M	6,000,000		
13.	FORD EVEREST KCA 466F	3,483,891		
14.	SUZUKI GRAND VITARA- KCA 311 F	1,860,043		
15.	SUZUKI GRANDVITARA KCA312F	1,860,043		
16.	TOYOTA HILUX – KBP 628V	1,720,000		
17.	ASHOK LAYLAND - 42CG040A	6,075,000		
18.	ASHOK LAYLAND - 42CG041A	6,075,000		
19.	ASHOK LAYLAND - 42CG024A	6,075,000		
20.	ISUZU FVR - 42CG034F	5,200,000		
21.	EICHER PRO - 42CG038A	4,738,500		
22.	EICHER TERA- KCA 307F	3,936,600		
23.	NEW HOLLAND BACKHOE - 42 CG 005A	3,500,000		
24.	YAMAHA 100 - 42 CG 201A	104,000		
25.	YAMAHA 100 - 42 CG 202A	104,000		
26.	YAMAHA 100 - 42 CG 203A	104,000		
27.	YAMAHA 100 - 42 CG 204A	104,000		
28.	YAMAHA 100 - 42 CG 205A	104,000		
29.	YAMAHA 100 -42 CG 206A	104,000		
30.	MOTOR CYCLE SUZUKI - KBR 124U	60,000		
31.	FORD EVEREST KCA 476F	3,483,891		
32.	SUZUKI VITARAS KCA 298F	1,860,000		
33.	FORD RANGER 42CG 030A	3,645,000		
34.	FORD EVEREST KCA 473F	3,483,891		
35.	FORD RANGER 42CG 006A	3,645,000		
36.	FORD RANGER 42CG 012A	3,645,000		
37.	FORD RANGER 42CG 013A	3,645,000		
38.	FORD RANGER 42CG 023A	3,645,000		
39.	TRACTOR-PLOUGH 42CG052A	3,200,000		
40.	TRACTOR-PLOUGH 42CG053A	3,200,000		
41.	TRACTOR-PLOUGH 42CG054A	3,200,000		
42.	TRACTOR-PLOUGH 42CG055A	3,200,000		
43.	TRACTOR-PLOUGH KBY 449C	2,391,484.5		
44.	TRACTOR-PLOUGH KBY 450C	2,391,484.5		
45.	TRACTOR-PLOUGH KBY 451C	2,391,484.5		
46.	TRACTOR-PLOUGH KBY 452C	2,391,484.5		
47.	TRACTOR-PLOUGH KBY 453C	2,391,484.5		
48.	TRACTOR-PLOUGH KBY 455C	2,391,484.5		
49.	TRACTOR-PLOUGH KBY 456C	2,391,484.5		
50.	TRACTOR-PLOUGH KBY 449C	2,391,484.5		

51.	TRACTOR-PLOUGH KBY 449C	2,391,484.5		
52.	SUZUKI GRAND VITARA KCA 295F	1,860,000		
53.	FORD EVEREST KCA 477F	3,483,891		
54.	SUZUKI GRAND VITARA KCA 401F	1,860,000		
55.	SUZUKI GRAND VITARA KCA 297F	1,860,000		
56.	SUZUKI GRAND VITARA KCA 402F	1,860,000		
57.	SUZUKI GRAND VITARA KCA 299F	1,860,000		
58.	SUZUKI GRAND VITARA KCA 305F	1,860,000		
59.	SUZUKI GRAND VITARA KCA 309F	1,860,000		
60.	SUZUKI GRAND VITARA KCA 296F	1,860,000		
61.	SUZUKI GRAND VITARA KCA 304F	1,860,000		
62.	SUZUKI GRAND VITARA KCA 401F	1,860,000		
63.	SUZUKI GRAND VITARA KCA 402F	1,860,000		
64.	FORD RANGER 42CG O16A	3,645,000		
65.	FORD RANGER 42CG O09A	3,645,000		
66.	FORD RANGER 42CG O06A	3,645,000		
67.	FORD RANGER 42CG O15A	3,645,000		
68.	FORD RANGER 42CG O19A	3,645,000		
69.	FORD RANGER 42CG O26A	3,645,000		
70.	FORD RANGER 42CG O04A	3,645,000		
71.	FORD EVEREST KCA 475F	3,483,891		
72.	FORD EVEREST KCA 468F	3,483,891		
73.	FORD EVEREST KCA 474F	3,483,891		
74.	FORD RANGER 42CG007A	3,645,000		
75.	FORD RANGER 42CG020A	3,645,000		
76.	TOYOTA DOUBLE CABIN KBQ 199D	1,720,000		
77.	SUZUKI GRAND VITARA KCA 310	1,860,000		
78.	FORD EVEREST KCA 470F	3,483,891		
79.	FORD RANGER 42 CG017A	3,645,000		
80.	TOYOTA PRADO V8	19,460,000		
	NB: If applicable and not included in the above pricings, please state the conditions/terms of provision for the following: (a) Excess protector charges (b) Limits attached to the proposed cover			
	<b>TOTAL</b>			

	<b>EQUIPMENT</b>	<b>CURRENT COST</b>	<b>PLANT &amp; MACHINERY INDEMNITY COVER</b>	<b>THIRD PARTY COVER</b>
	<b>Comprehensive Insurance cover with indemnity period of 12 months for Plant and equipment with excess protector charges for motor vehicles valued as below :( Policy to be limited to IRA guidelines on similar policies).</b>			
1	MOTOR-GRADER CAT12KCAT0012KCSZ 0070	20,412,000		
2	EXCAVATOR CAT 323-2DL CAT0323DCKCE00407	13,122,000		
3	BACK-HOE BULL	8,000,000		
4	Motor Grader CAT 120H KAR 114L	8,600,000		
5	Motor Grader CAT 140H KAW 229Z	8,600,000		
6	Crawler Excavator 42CG057A	13,770,000		
	PRIME- MOVER 42CG107A, FAW MODEL	8,500,000		
	<b>NB:</b> If applicable and not included in the above pricings, please state the conditions/terms of provision for the following:			

	(a) Excess protector charges (b) Limits attached to the proposed cover			
<b>TOTAL</b>				
<b>GRAND TOTAL</b>				

The quoted prices of motor vehicle covers should be inclusive of the ***EXCESS PROTECTOR***.

<b>COUNTY GOVERNMENT OF KISUMU PRICE TOTAL FOR GENERAL INSURANCE COVER</b>	
<b>ITEM</b>	<b>PRICE IN KSHS</b>
<b><i>GRAND TOTAL FOR ALL PREMIUMS</i></b>	

Company Name & Stamp

\_\_\_\_\_

Signature

\_\_\_\_\_

Date:

## SECTION V - SUMMARY OF EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

### PART 1 - PRELIMINARY EVALUATION.

**Under Paragraph 2.20 of the ITT. These are mandatory requirements.**

This shall include confirmation of the following: -

- a) *Submission of the Confidential Business Questionnaire fully filled.*
- b) *Submission of the Tender Form duly completed and signed.*
- c) *Submission of the Company or Firm's Registration Certificate, Pin Certificate, Valid Tax Compliance Certificates*
- d) *That the Tender is valid for the period required.*
- e) *Submission of the required number of sets (original and copy) of Tender.*
- f) *Sufficiency of the tender security.*
- g) *Submission of fully filled declaration form.*

**Tenders will proceed to the Technical Stage only if they comply with Part 1**

### PART II: - TECHNICAL EVALUATION.

	<b>These are mandatory requirements.</b>	Yes	No
1.	<i>Membership of the Association Kenya Insurance (AKI) (Insurance Companies only)</i>		
2.	<i>Membership of the Association Insurance Brokers (AIB) (Brokers only)</i>		

3.	<i>Professional indemnity Insurance Cover (Brokers only)</i>		
4.	<i>Submission of at least three (3) names with full contact as well as physical addresses of previous customers who the bidder had insured last year</i>		

		marks points	Marks awarded
1.	Confirmation of and considering Price Schedule duly completed and signed	10	
2.	Must have done annual gross premiums in the previous year of Ksh 1,200,000.00 (One million, two hundred thousand shillings	15	
3.	Checking submission of audited financial statements required which must be those that are reported within three (3) years a) audited account within three years 2016-2017.....15 marks b) audited account within two years 2017-2018.....10 marks c) ) audited account within one year 2018.....5 marks	15	
4.	Ascertaining the financial capability through Last Financial Year's audited financial statement which statements should conform to International Accounting Standards	20	
5.	<i>Considering information submitted in the Confidential Business Questionnaire against other information in the bid including: - a) Declared maximum value of business</i>	10	
	<b>Total</b>	<b>70</b>	

**Any bidder who scores 40 points and above shall be considered for further financial evaluation where the lowest evaluated bidder will be considered for the award.**

**Tenders will proceed to the Financial Stage only if they comply with Part I & II**



### **PART III – FINANCIAL EVALUATION.**

The Lowest evaluated bidder shall be considered for the award:.

**\*NOTES: -**

1. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T).
2. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.

**SECTION VI - TENDER FORM**

Date:

Tender No.

**To:**

The County Government of Kisumu,

P.O Box 2738-40100 ,

**KISUMU**

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission (*the latter two where applicable*)  
..... (*insert goods description*) in accordance and conformity with the said tender document for the sum of  
.....  
.....  
(*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form prescribed by the County Government of Kisumu .
4. We agree to abide by this Tender for a period of..... days from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

\_\_\_\_\_

Name of Tenderer

---

Signature of duly authorized person signing the Tender

---

Name and Capacity of duly authorized person signing the Tender

---

Stamp or Seal of Tenderer

**SECTION VII CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

All Tenderers are requested to give the particulars of your business. You are advised that it is a serious offence to give false information on this form.

**Part 1 – General**

Business Name.....

Location of business premises.....

Plot No. ....Street/ Road .....

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile and CDMA No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your Bankers .....Branch... ..

\*Names of Tenderer’s contact person(s) .....

Designation/ capacity of the Tenderer’s contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer’s contact person(s) .....

.....

**Part 2 (a) Sole Proprietor**

Your name in full .....

Nationality .....Country of origin .....

\*Citizenship details.....

**Part 2 (b) Partnership**

Give details of partners as follows: -

Names	Nationality	*Citizenship Details	Shares
-------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

**Part 2 (c) Registered Company**

Private or Public .....

State the nominal and issued capital of company-

Nominal KSh.....

Issued KSh.....

Give details of all directors as follows

Name	Nationality	*Citizenship Details	Shares
------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

5.....

Name of duly authorized person to sign for and on behalf of the Tenderer .....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

--

## NOTES TO THE TENDERERS ON THE QUESTIONNAIRE

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *If a Kenyan citizen, please indicate under “Citizenship Details” whether by birth, naturalization or registration.*
3. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer’s automatic disqualification.***

**SECTION VIII - DECLARATION FORM**

Date \_\_\_\_\_

**To:**

The County Government of Kisumu,  
P.O Box 2738 -40100  
Kisumu

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address)

\_\_\_\_\_

\_\_\_\_\_ declare the following:

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/ We are not associated with any other Tenderer participating in this Tender.
- d) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge

Yours sincerely,

\_\_\_\_\_

Name of Tenderer

\_\_\_\_\_

Signature of duly authorized person signing the Tender

\_\_\_\_\_

Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_

Stamp or Seal of Tenderer

**SECTION IX - TENDER SECURITY FORM**

(To Be Submitted On Bank’s Letterhead)

**To:**

The County Government of Kisumu,  
P.O Box 2738- 40100,  
Kisumu

**WHEREAS** ..... (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated ..... for the provision of insurance services of..... (*please insert Kisumu County Government tender no. and name*) (*hereinafter called “the Tender”*);

**KNOW ALL PEOPLE** by these presents that **WE**..... of ..... having our registered office at..... (*hereinafter called “the Bank”*), are bound unto County Government of Kisumu (*hereinafter called “Kisumu County” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of ..... for which payment well and truly to be made to the said Kisumu County, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being ..... (*amount of guarantee*) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

This guarantee is valid until the day.....of.....20.....

EITHER

**SEALED** with the )



**COMMON SEAL** )  
of the said **BANK** ) \_\_\_\_\_  
this .....day ) **BANK SEAL** of  
.....20.... )  
) in  
the presence of :- )  
) \_\_\_\_\_ )  
) and  
in the presence of:- )  
) \_\_\_\_\_ )  
)

OR

**SIGNED by the DULY AUTHORISED REPRESENTATIVE(S)/  
ATTORNEY(S) of  
the BANK**

\_\_\_\_\_

Name(s) and Capacity(ies) of duly authorized representative(s)/ attorney(s) of the Bank

\_\_\_\_\_

Signature(s) of the duly authorized person(s)

**NOTES TO TENDERERS AND BANKS**

1. *Please note that no additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by County Government of Kisumu. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
  
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from County Government of Kisumu . The period for response shall not exceed five (5) days from the date of enquiry by the County Government of Kisumu. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.*

