

REPUBLIC OF KENYA



MANDERA COUNTY GOVERNMENT

TENDER DOCUMENT

TENDER NO.MCG/OT/01/2020-2021

PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)

CLOSING AND OPEINING DATE AND TIME: WEDNESDAY 22ND JULY 2020 AT 10.00AM

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INTRODUCTION

The Constitution of Kenya, 2010, introduced a bicameral Legislature in Kenya and the Devolved system of Governance. Mandera County Government is one of the 47 Counties that came into being following the General Elections on Monday 4th March, 2013 and commenced operations on Thursday, April 18th, 2013.

The Mandera county government wishes to engage the services of an eligible and competent **Insurance Brokerage Firm** for the **PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)**

Interested eligible candidates are expected to comply with the requirements of the standard tender document for insurance services. The eligible candidate should also furnish us with the **Mandatory** requirements stipulated under the **Special Conditions of Contract contained in SECTION IV of this tender document.**

EVALUATION CRITERIA

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

TENDER SECURITY

The interested eligible candidates must submit tender security of 2% of their tender sum in form of a bank guarantee.

SECTION 1 - TENDER NOTICE

TENDER NO. MCG/OT/01/2020-2021 FOR PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)

- 1.1 The Mandera county government wishes to engage the services of eligible and competent Insurance brokerage Firm for **PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)**
- 1.2 Interested Prospective candidates may obtain further information from the office of the director supply chain management services at the county treasury during normal working hours and via email on supplychain@mandera.go.ke.
- 2 **Prospective bidders may download the Tender documents free of charge from our website www.mandera.go.ke.** For any more information/clarification interested applicants can visit the office of the **Director of Supply Chain Management Office, next to Read sea resort - mandera**, during normal working hours..
- 2.1 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at COUNTY TREASURY BUILDING.
- 2.2 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 2.3 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at MANDERA COUNTY GOVERNMENT Headquarters.

Tenders should be addressed to:-

**COUNTY CHIEF OFFICER ACCOUNTING & FINANCIAL SERVICES
P. O. BOX13 – 70300,
MANDERA- KENYA**

Tenders must be accompanied by a Tender Security of **2% of tender sum** FROM A REPUTABLE BANK OR AN INSURANCE FIRM APPROVED BY THE PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA).

Opening of tender documents will take place immediately thereafter on **WEDNESDAY 22ND JULY 2020 AT 10.00AM**, at procurement office **at 10.00 am** in the presence of the candidates' representatives who choose to be present?

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SECTION II- INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The 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/=
- 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) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Insurance Cover
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form

- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents.

2.3.3 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 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 (3) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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.

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

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

2.10 Tender Currencies

Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity.
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30.

- (c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

2.14.1 **Tenderer shall prepare a Technical Proposal and Financial Proposal each with one copy to be submitted before or on WEDNESDAY 22ND JULY 2020 at 10:00 am. 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, bear tender number and name in the invitation to tender and the words, **"DO NOT OPEN BEFORE WEDNESDAY 22ND JULY 2020 at 10:00 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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **WEDNESDAY 22ND JULY 2020**

2.16.1 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.

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

2.17. Modification and Withdrawal of Tenders

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

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

2.18. Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **county treasury at 10:00 AM, WEDNESDAY 22ND JULY 2020**

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

- (b) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) 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 for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(I) Provisions of Appendix to instructions to Tenderers

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.31.1	Particulars of eligible tenderers: Eligible tenderers shall be Kenyan registered brokers facilitating GROUP LIFE INSURANCE, GROUP PERSONAL ACCIDENT AND WIBA with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya. The eligible broker should submit the tender to offer the sort service from his best underwriter. Submission of more than one underwriter will lead to disqualification.
2.31.3	Particulars of currencies allowed. Kenya Shillings Only
2.31.4	Particulars of tender security is 2% of tender sum valid for 120 days after date of tender opening.
2.31.5	Form of Tender Security: The Tender Security shall be in the form of a guarantee from a reputable bank or an insurance company approved by PPRA. Self-guaranteed tender security not allowed.
2.31.6	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening.
2.31.7	Bulky tenders which do not fit in the tender box shall be delivered to the Head, Supply Chain Office at THE COUNTY TREASURY
2.14.1	The bid document should be serialized with a clear table of content outlining the submitted documents.
2.15.2 (b)	The Financial proposal shall be opened after completion of technical evaluation. Only Financial Proposal for technically responsive bidders shall be opened. Financial Proposal for technically non-responsive bidders shall not be opened.
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account
Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.31.1	Particulars of eligible tenderers: Eligible tenderers shall be Kenyan registered brokers facilitating GROUP LIFE INSURANCE, GROUP PERSONAL ACCIDENT AND WIBA with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya. The eligible broker should submit the tender to offer the sort service from his best underwriter. Submission of more

	than one underwriter will lead to disqualification.
2.31.8	<p>EVALUATION CRITERIA</p> <p>The proposals will be evaluated in Three stages as follows;</p> <ol style="list-style-type: none">1) Preliminary (mandatory) evaluation.2) Technical evaluation- Pass mark of 85% .3) Financial evaluation. Lowest evaluated broker.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract’s or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

- 3.7.1 Delivery of the services shall be made by the Service provider 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 Service provider 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 Service provider.

3.9. Prices

- 3.9.1 Prices charged by the Service provider 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 Service Provider 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 Service Provider terminate this Contract in whole or in part:

- (a) If the Service Provider 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 Service Provider 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 Service Provider shall be liable to the Procuring entity for any excess costs for such similar services. However the Service Provider 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 Service Provider if the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider contractor an agreed amount for partially completed services.

3.14. Resolution of Disputes

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.1 Tendering Notes

4.1.1 The Tenderer is required to check the number of pages and if any is found to be missing or in duplicate or the figure or writing indistinct, then MANDERA COUNTY GOVERNMENT must be informed at once and have the same rectified.

4.1.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform MANDERA COUNTY GOVERNMENT in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.1.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.1.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bound and MANDERA COUNTY GOVERNMENT shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.1.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.1.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.

4.1.7 The Insurance broker shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. Please note that this will form part of MANDERA COUNTY GOVERNMENT's assessments on performance through the contract period and failure to meet the above may jeopardize future business with MANDERA COUNTY GOVERNMENT. Any Insurance broker with past adverse performance shall be eliminated at preliminary stage.

4.1.8. A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker unresponsive.

4.1.8 The duration of the contract shall be one (1) year.

4.1.9 The procurement entity also retains the right to terminate the contract at any stage on the basis of poor performance on the part of the Insurance broker.

4.1.10 The tender is open to brokers only.

4.1.11 EVALUATION OF BIDS

4.1.12 Preliminary Evaluation

The Bids (both the brokers and underwriters) shall undergo preliminary evaluation for compliance with Mandatory requirements listed below and firms that do not comply with the mandatory requirements will be disqualified:

4.1.13 EVALUATION CRITERIA

The tender shall be evaluated in three stages namely:-

- Mandatory Evaluation of Brokerage Firms
- Mandatory Evaluation of Underwriter as proposed by the broker. (One underwriter per broker).
- Technical evaluation - 85% /100% shall be the Pass mark.
- Financial evaluation. – Lowest evaluated Bidder shall be recommended for award.

(a) Conditions to be met by the Brokerage Firms in the preliminary evaluation.

NO	Item Description (all certification to be done by commissioner of oath registered in kenya)	Yes/No.
1	Submission of an (original and copy) of Tender. Technical and financial proposals to be submitted in separate envelopes and be well labelled. <i>A broker should make one submission from his best Underwriter. Any submission of more than one Underwriter shall render the broker un responsive.</i>	
2	Certified Certificate of incorporation of the brokerage firm	
3	Certified Valid Tax Compliance Certificate)	
4	Certified copy of KRA PIN/VAT certificate	
5	Certified copy of current business permit	
6	Certified Copy of the current membership certificate of the Association of Insurance Brokers of Kenya (AIB).	
7.	Submission of a duly completed Confidential Business Questionnaire	
8	Certified copy of valid Certificate of Registration with Insurance Regulatory Authority as an Insurance Broker. The Broker MUST have been in existence as an Insurance Broker for at least five (5) Years.	
9	Submission of Tender Form duly completed, signed, stamped and serialized(paginated)	

10	Submission of valid Tender Security amounting to 2% of the tender sum from reputable bank or insurance company recommended by PPRA	
11	Submission of Declaration Form duly completed and signed.	
12	Copies of the Audited financial statements for the last three (3) years.	
13	Evidence of valid professional indemnity policy of at least Ksh.100 million with a reputable underwriter	
14	Attach a CR12 form (current) obtained showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship	
15	List of 4 lead Officers proposed for execution of the services being sought in this tender; Their Titles in the firm and CV indicating the academic and professional qualifications and experience.	
16	Attach Authorization letter from the proposed Underwriter	
17	Duly filled, signed and stamped form of power of attorney	

(b) **Conditions to be met by the Underwriting Firms in the preliminary evaluation.**

N0	Item Description (all certification to be done by commissioner of oath registered in kenya)	YES/NO
1.	Should be limited liability companies registered under the Companies Act. Attach certified certificate of incorporation	
2.	Must have been in existence for a minimum period of five (5) years. Attach evidence.	
3.	Must have been underwriting the quoted business for a minimum period of seven (5) years. Attach evidence	
4.	Must indicate physical address and registered office (copy of lease or tenancy agreement)	
5.	Must attach valid tax compliance certificate.	
6.	Attach certified copy of KRA PIN/VAT certificate	
7.	Certified copy of current business permit	
8.	Attach a CR12 form (current) obtained showing the shareholders of the firm, citizenship or a list of directors of shareholders, shareholding and citizenship	
9.	Must be licensed by the Commissioner of Insurance/ Insurance Regulatory Authority (IRA) , submit certified copy of current license	
10.	Must be a Member of the Association of Kenya Insurers (AKI). submit a certified copy of the current Membership certificate	
12.	Must submit a list of at least five (5) reputable clients with a minimum of 300 Employees (excluding MANDERA COUNTY GOVERNMENT) in the last three years and indicate the clients' premium together with contacts of the client. The county reserves the right to verify information provided.	
13	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	
14	<p>The underwriter must meet the following liquidity and solvency parameters:</p> <p>Solvency Ratio i.e. Debts to Assets Ratio – acceptable threshold shall be a maximum of 2.</p> <p>Claims Coverage Ratio i.e. Net Liquid Assets to Outstanding Claims Ratio – <i>the acceptable threshold shall be a minimum of 1</i></p> <p>Current Ratio i.e. Current Assets to Current Liabilities Ratio – <i>the acceptable threshold shall be a minimum of 1.</i></p>	
15	Must submit evidence of qualification for CEO and Principal with a University Degree, Professional qualification from college of Insurance or ACII and over 5 years' experience in Insurance.	
15	Give a detailed write up that This cover shall have NO exclusions for terrorism, political, riots and strike	

C) Technical Evaluation. Combined for the Broker and the Underwriter.

At the technical evaluation stage, the bids shall be subjected to the technical evaluation criteria as stipulated in the table below. The maximum score shall be 100%. Pass mark to proceed to financial evaluation is 85% and above out of 100%.

N O	EVALUATION CRITERIA	MAX SCORE	Score
1.	Evidence of the broker's ability and capability to provide the insurance services tendered for <ul style="list-style-type: none"> • Qualifications and experience of key personnel (5no.) and capacity to deliver service (10 marks) • Demonstration of resolution of complaints by at least 5 clients served in the last 3 years. (1 mark for each client up to a maximum of five clients). (5mks) • Demonstration of use of IT in claims management (5 marks) 	20	
2.	Submission of evidence by the broker firm of provision of details of service including turnaround time for settlement of claims. Attach evidence of claims handled in the last 3 years and settlement timelines to prove technical capability to handle claims of over Ksh. 50m <i>(10 marks)</i>	10	
3.	Strength of the Insurers used (Underwriter) (refer to Solvency, Claims Coverage Ratio and Current Ratio). <i>(Note that minimum score for Insurers is Mandatory. Additional marks are awarded for strength of Insurer)</i>	15	
4.	Particulars of professional indemnity cover held by the broker (Kshs.200,000,000 and above)	5	
5.	Provision of a list of five (5) current and reputable clients (excluding MANDERA COUNTY GOVERNMENT) for whom similar insurance services are being offered and duly completed Clients Reference Forms for each of the clients) 1 mrk for each.	15	
6.	Demonstration of financial soundness with an annual gross premium of at least Kshs. 300,000,000 and above (general insurance) for the underwriter <i>(10 marks)</i> 299,000,000 -100,000,000 <i>(5 marks)</i> below 100,000,000 <i>(2 marks)</i>	10	
7.	Must submit copies of the audited financial statements for the last (3) three years. 2019, 2018 &2017.	15	
8.	Evidence of credit worthiness from the underwriter's Bankers, letter of credit.	10	
	TOTAL SCORE	100%	

(c) **Financial Evaluation**

The firms that qualify at the technical evaluation stage shall have attained 85% and above. At this stage, their financial proposals shall be opened by the evaluation committee. Financial proposals for the bidders who fail to attain the pass mark shall be returned unopened.

The evaluation committee shall determine whether the financial proposals are complete, correct and without any computational errors.

The evaluation committee shall recommend award to the lowest quote most responsive evaluated bidder.

Note: Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes.

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	The successful bidder will furnish the procuring entity with a performance security equivalent to 10% of the bid price within 15 days from the date of notification of award .
3.7 delivery of services	This tender is for an initial period of one (1) year with an option of renewal for an additional one year subject to satisfactory performance.
3.8 Payment	Annual premium will be paid either once or in equal installments at the beginning of the policy
3.9 Price adjustment	Not allowed-however, the policy should be able to provide for additional assets as negotiated.
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	MANDERA COUNTY GOVERNMENT P.O. Box 13 – 70300 MANDERA

SECTION V - SCHEDULE OF REQUIREMENTS (TERMS OF REFERENCES)

5.1 Background

Mandera county government currently has a GENERAL AND MOTOR INSURANCE cover . The county intends to engage an underwriter through an insurance broker to offer GENERAL AND MOTOR INSURANCE services for its assets.

SNO.	INSURANCE COVER DETAILS	SUMS INSURED	PREMIUM IN KSH INCLUSIVE OF ALL TAXES AND LEVIES
1.	ASSETS:		
	<ul style="list-style-type: none"> All Risks Insurance (Computers and Electronic Equipment) Insurance 	Kshs 40,000,000	
	<ul style="list-style-type: none"> Motor Vehicles and motor cycles 	Kshs 1,089,313,129.00	
	SUB TOTAL		
2.	OFFICE RISKS:		
	<ul style="list-style-type: none"> Fidelity Guarantee Insurance 	Kshs 12,000,000	
	<ul style="list-style-type: none"> Fire, Earthquake and special perils insurance 	Kshs 30,000,000	
	<ul style="list-style-type: none"> Public liability Insurance 	Kshs 10,000,000	
	SUB TOTAL		
	GRAND SUMMARY		

NB. All the covers must include terrorism and political violence .

S/No	CODE/SERIAL NO	DESCRIPTION	DATE OF PURCHASE	PURCHASE PRICE (Ksh)
1	GVN009A	LAND CRUISER GX. V8 4.5L	5/22/2013	17,695,051.00
2	KCL 350P	L/Cruiser-white - S. wagon	5/10/2017	15,000,000.00
3	KCJ 363G	TX PRADO LAND CRUISER	9/19/2016	10,000,000.00
4	GVN009B	Nissan patrol-motor vehicle	6/18/2014	17,695,543.00
5	GKB 727D	Land/ prado-white	5/22/2013	14,262,051.00
6	GKB 724D	L/cruiser hardtop -white	5/22/2013	10,285,802.00
7	GKB776D	L/cruiser Hardtop-white	5/22/2013	12,117,934.00
8	GKB 778D	L/cruiser Hardtop-white	5/22/2013	12,117,934.00

9	GKB 725D	Land/ prado-white	5/22/2013	14,262,051.00
10	KBY 694C	Silky Gold MM Hilux	23/04/2014	4,413,515.00
11	09CG026A	Silky Gold MM Hilux	23/04/2014	4,413,515.00
12	KBY 786 C	Silky Gold MM Hilux	23/04/2014	4,413,515.00
13	KBY 787 C	Silky Gold MM Hilux	23/04/2014	4,413,515.00
14	09CG034A	Silky Gold MM Hilux	23/04/2014	4,413,515.00
15	KBY 696 C	Silky Gold MM Hilux	23/04/2014	4,413,515.00
16	09CG029A	Silky Gold MM Hilux	23/04/2014	4,413,515.00
17	KBY 699 C	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
18	KBY 700 C	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
19	09CG027A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
20	KBY 698 C	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
21	09CG035A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
22	09C025A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
23	09CG030A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
24	09CG033A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
25	09CG028A	Dark Grey Metallic Hilux	23/04/2014	4,413,515.00
26	09CG023A	ISUZU FVZ WATER BOOZER	5/5/2014	12,000,000.00
27	09CG024A	B/TURQUOSIE	5/5/2014	10,585,000.00
28	09CG022A	B/TURQUOSIE	5/5/2014	10,585,000.00
29	09CG021A	White land cruiser	19/05/2014	5,375,845.00
30	KBY 836 C	White land cruiser	19/05/2014	5,375,845.00
31	KBY 837 C	White land cruiser	19/05/2014	12,117,934.00
32	KBY 840 C	White land cruiser	19/05/2014	12,117,934.00
33	KBY 839 C	White land cruiser	19/05/2014	5,375,845.00
34	KBY 838 C	White land cruiser	19/05/2014	5,375,845.00
35	09CG002A	White cream-Nissan	9/1/2015	8,800,000.00
36	09CG047A	White cream-Nissan	9/1/2015	12,000,000.00
37	09CG019A	White cream-Nissan	9/1/2015	8,800,000.00
38	09CG018A	White cream-Nissan	9/1/2015	8,800,000.00
39	09CG017A	White cream-Nissan	9/1/2015	8,800,000.00
40	09CG016A	White cream-Nissan	9/1/2015	8,800,000.00
41	09CG020A	White cream-Nissan	9/1/2015	8,800,000.00
42	09CG001A	White cream-Nissan	9/1/2015	8,800,000.00
43	09CG005A	White cream-Nissan	9/1/2015	8,800,000.00

44	09CG031A	IZUZU FVR23M TRUCK	11/26/2014	9,950,000.00
45	09CG009A	White cream-Nissan	5/15/2016	8,800,000.00
46	09CG010A	White cream-Nissan	5/15/2016	8,800,000.00
47	09CG011A	White cream-Nissan	5/15/2016	8,800,000.00
48	09CG012A	White cream-Nissan	5/15/2016	8,800,000.00
49	09CG041A	NEW Holland farm Tractor	1/31/2014	4,500,000.00
50	09CG043A	Farm Tractor	1/31/2014	4,500,000.00
51	09CG042A	Farm Tractor	1/31/2014	4,050,000.00
52	09CG032A	Farm Tractor	1/31/2014	4,050,000.00
53	09CG 013A	Farm Tractor	6/13/2016	6,000,000.00
54	09CG 014A	Farm Tractor	6/13/2016	6,000,000.00
55	09CG045A	TRUCK -MAN - SKIP LOADER	6/27/2018	7,238,800.00
56	09CG046A	TRUCK -MAN - SKIP LOADER	6/27/2018	7,238,800.00
57	09CG038A	Landcruiser s.wagon	7/22/2015	6,000,000.00
58	09CG006A	Landcruiser s.wagon	9/10/2014	4,500,000.00
59	KCF278D	B/TURQUOSIE	10/15/2015	6,000,000.00
60	09CG007A	Landcruiser pick up	6/10/2013	4,000,000.00
61	09CG008A	Landcruiser s.wagon	12/15/2015	5,000,000.00
62	09CG036A	Landcruiser s.wagon	10/23/2017	6,000,000.00
63	09CG037A	Landcruiser s.wagon	10/23/2017	6,000,000.00
64	09CG039A	Landcruiser s.wagon	10/24/2016	6,000,000.00
65	GKB 846M	Landcruiser s.wagon	10/15/2015	6,000,000.00
66	09CG040A	FARM TRACTOR TUMOSAN RED MODEL 8075	11/22/2017	4,000,000.00
67	09CG044A	FARM TRACTOR TUMOSAN RED MODEL 8075	9/5/2018	4,000,000.00
68	KBR327U	ISUZU Truck	Inherited	7,000,000.00
69	KBR316U	ISUZU Truck	Inherited	7,000,000.00
70	KBR324U	ISUZU Truck	Inherited	7,000,000.00
71	KBR323U	IISUZU FVZ WATER BOOZER	Inherited	7,000,000.00
72	KBR 3294U	ISUZU Truck	Inherited	7,000,000.00
73	KCH 994Q	MITSUMBISHI FUSO	Inherited	8,000,000.00
74	KBZ 867D	ISUZU FVZ WATER BOOZER	Inherited	7,000,000.00
75	KAW 784Z	L/ROVER, TDI	Inherited	3,600,000.00
76	KAW 850Z	LORRY TIPPER	Inherited	3,000,000.00
77	GKA 011U	LAND ROVER	Inherited	4,000,000.00
78	GKB 194B	MAN/TRUCK(FIRE FIGHTER)	Inherited	16,000,000.00

79	KBR 323V	MITSUMBISHI FUSO	Inherited	7,000,000.00
80	KBS 252V	TOTOYA LANDCRUISER-WHITE	Inherited	5,000,000.00
81	KAP 869N	NISSAN D/CABIN HARD BODY	Inherited	3,000,000.00
82	KAL 234Q	ISUZU Truck	Inherited	7,000,000.00
83	KBV 374A	TOYOTA Landcruiser	Inherited	5,000,000.00
84	KBT 939N	Nissan patrol-motor vehicle	Inherited	6,000,000.00
85	GKB 763C	L.CRUISER Ambulance	2018	6,000,000.00
86	GKA221U	HILUX PICK UP	Inherited	3,000,000.00
87	09CG047A	TOYOTA Landcruiser V8	25/01/2019	12,000,000.00
88	KCU 231X	EICHER PRO 3009- SKIP LOADER	5/23/2019	6,500,000.00
89	KCU 232X	EICHER PRO 3009- SKIP LOADER	5/23/2019	6,500,000.00
90	09CG050A	LAND CRUISER H/TOP	7/24/2019	9,363,900.00
91	09CG049A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
92	09CG051A	LANDCRUSER H/TOP	7/24/2019	9,363,900.00
93	09CG052A	LANDCRUSER H/TOP	7/24/2019	9,363,900.00
94	09CG053A	LANDCRUSER H/TOP	7/24/2019	9,363,900.00
95	09CG054A	LANDCRUISER H/TOP	7/24/2019	9,363,900.00
96	09CG055A	LAND CRUISER H/TOP	7/24/2019	9,363,900.00
97	09CG056A	LAND CRUISER H/TOP	7/24/2019	9,363,900.00
98	09CG057A	LANDCRUISER H/TOP	7/24/2019	9,363,900.00
99	09CG281A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
100	09CG282A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
101	09CG283A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
102	09CG284A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
103	09CG285A	I/CRUISER H/TOP AMBULANCE	5/13/2019	10,800,000.00
104	09CG058A	TOYOTA HILUX D/CAB	9/3/2019	5,597,760.00
105	09CG059A	FIRE TRUCK- MAN	2/3/2020	46,000,000.00
106	09CG060A	TOYOTA LAND CRUISER	3/17/2020	18,270,000.00
107	09CG061A	TOYOTA LANDCRUISER	5/12/2020	6,460,000.00
108	09CG062A	TOYOTA LANDCRUISER	5/12/2020	6,460,000.00
109	09CG063A	MUSUBISHI FUSO	5/12/2020	8,671,160.00
110	GKB029V	TOYOTA HILUX D/CAB	April, 2019	55,597,760.00
111	GKB652C	NISSAN PICK UP	Inherited	1,500,000.00
112	GKA623M	HYDAI EXCAVATOR 305 LC-7	Inherited	17,000,000.00
113	GK B949G	Toyota Land Cruiser	1/4/2015	4,000,000.00
114	GK A514Q	L/R 110 Tdi/White	2007	1,500,000.00
115	GK A 519H	Land Cruiser	Inherited	3,000,000.00
116	GKB103R	Land Cruiser	2018	10,800,000.00
117	GKB063R	Land Cruiser	2018	10,800,000.00

118	GKA221U	TOYOTA HILUX	Inherited	1,500,000.00
119	KCK 760U	CRANE - WATER DPT	2018	15,000,000.00
				1,047,057,334.00

S/No	CODE/SERIAL NO	DESCRIPTION	Date of purchase	Value (Ksh)
1	KBZ 618D	SUZUKI MOTOBike WHITE	7/18/2014	350,000.00
2	KBZ 619D	SUZUKI MOTOBike WHITE	7/18/2014	350,000.00
3	KBZ 208D	White motor bike	7/18/2014	350,000.00
4	KBZ 209D	White motor bike	7/18/2014	350,000.00
5	KBZ 210D	SUZUKI MOTOBike WHITE	7/18/2014	350,000.00
6	KBZ 211D	SUZUKI MOTOBike WHITE	7/18/2014	350,000.00
7	KBZ 212D	SUZUKI MOTOBike WHITE	7/18/2014	350,000.00
8	KBZ 650D	SUZUKI MOTOBike WHITE	8/1/2014	350,000.00
9	KBZ 652D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
10	KBZ 653D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
11	KBZ 654D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
12	KBZ 655D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
13	KBZ 656D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
14	KBZ 657D	SUZUKI MOTOBike WHITE	8/26/2014	350,000.00
15	KBZ 294D	SUZUKI MOTOBike WHITE	7/17/2014	350,000.00
16	KBZ 293D	SUZUKI MOTOBike WHITE	7/17/2014	350,000.00
17	KBZ 292D	SUZUKI MOTOBike WHITE	7/17/2014	350,000.00
18	KBZ 291D	SUZUKI MOTOBike WHITE	7/17/2014	432,955.00
19	KBZ 297D	SUZUKI MOTOBike WHITE	7/17/2014	432,955.00
20	KBZ 620D	SUZUKI MOTOBike WHITE	7/18/2014	432,955.00
21	KBZ 616D	SUZUKI MOTOBike WHITE	7/18/2014	432,955.00
22	KBZ 615D	SUZUKI MOTOBike WHITE	7/18/2014	432,955.00
23	KBZ617D	SUZUKI MOTOBike WHITE	7/18/2014	432,955.00
24	KBZ662D	SUZUKI MOTOBike WHITE	10/16/2014	432,955.00
25	KBZ660D	SUZUKI MOTOBike WHITE	10/16/2014	432,955.00
26	KBZ 661D	SUZUKI MOTOBike WHITE	10/16/2014	432,955.00
27	KBZ 295D	SUZUKI MOTOBike WHITE	17/07/1014	350,000.00
28	KBZ 296D	SUZUKI MOTOBike WHITE	17/07/1014	350,000.00
29	KBZ619D	SUZUKI MOTOBike WHITE	17/07/1014	350,000.00
30	KMDF 166 A	Blue Motor bike	5/13/2014	200,000.00

31	KMDF 246 A	Blue Motor bike	5/13/2014	200,000.00
32	KMDF 251 A	Blue Motor bike	5/13/2014	200,000.00
33	KMDF 207 A	RED motor bike	5/13/2014	200,000.00
34	KMDF 262 A	Blue Motor bike	5/13/2014	200,000.00
35	KMDF 266A	Blue Motor bike	5/13/2014	200,000.00
36	KMDF 274A	White motor bike	5/13/2014	200,000.00
37	KMDF 291A	Haojin(Warrior)200	5/13/2014	200,000.00
38	KMDG696N	BLACK motor bike	7/17/2014	200,000.00
39	KMDG 677N	BLACK motor bike	5/13/2014	200,000.00
40	09CG101A	SUZUKI MOTOBike WHITE	3/10/2016	500,000.00
41	09CG102A	SUZUKI MOTOBike WHITE	3/10/2016	200,000.00
42	09CG103A	SUZUKI MOTOBike WHITE	3/10/2016	200,000.00
43	09CH104A	SUZUKI MOTOBike WHITE	3/10/2016	200,000.00
44	09CG105A	SUZUKI MOTOBike WHITE	3/10/2016	200,000.00
45	09CG106A	SUZUKI MOTOBike WHITE	3/10/2016	200,000.00
46	09CG107A	BAJAJ BOXER RED	4/13/2016	200,000.00
47	09CG108A	BAJAJ BOXER RED	4/13/2016	200,000.00
48	09CG109A	BAJAJ BOXER RED	4/13/2016	200,000.00
49	09CG110A	BAJAJ BOXER RED	4/13/2016	250,000.00
50	09CG111A	BAJAJ BOXER RED	4/13/2016	200,000.00
51	09CG112A	BAJAJ BOXER RED	4/13/2016	200,000.00
52	09CG113A	BAJAJ BOXER RED	4/13/2016	200,000.00
53	09CG114A	BAJAJ BOXER RED	2/18/2016	200,000.00
54	09CG115A	BAJAJ BOXER RED	4/14/2016	200,000.00
55	09CG116A	BAJAJ BOXER RED	4/19/2016	200,000.00
56	09CG117A	HONDA MOTOBike RED	2/14/2017	200,000.00
57	09CG118A	HONDA MOTOBike RED	2/14/2017	200,000.00
58	09CG119A	HONDA MOTOBike RED	2/14/2017	200,000.00
59	09CG120A	HONDA MOTOBike RED	2/14/2017	200,000.00
60	09CG121A	HONDA MOTOBike RED	2/14/2017	200,000.00
61	09CG122A	HONDA MOTOBike RED	2/14/2017	200,000.00
62	09CG123A	HONDA MOTOBike RED	2/14/2017	200,000.00
63	09CG124A	HONDA MOTOBike RED	2/14/2017	200,000.00
64	09CG125A	HONDA MOTOBike RED	2/14/2017	200,000.00
65	09CG126A	HONDA MOTOBike RED	2/17/2017	200,000.00
66	09CG127A	HONDA MOTOBike RED	4/23/2018	225,000.00
67	09CG128A	HONDA MOTOBike RED	4/23/2018	225,000.00
68	09CG129A	HONDA MOTOBike RED	4/23/2018	225,000.00
69	09CG130A	HONDA MOTOBike RED	4/23/2018	225,000.00
70	09CG131A	HONDA MOTOBike RED	4/23/2018	225,000.00

71	09CG132A	HONDA MOTOBike RED	4/23/2018	225,000.00
72	09CG133A	HONDA MOTOBike RED	4/23/2018	225,000.00
73	09CG134A	HONDA MOTOBike RED	4/23/2018	225,000.00
74	09CG135A	HONDA MOTOBike RED	5/10/2018	225,000.00
75	09CG136A	HONDA MOTOBike RED	5/10/2018	225,000.00
76	09CG137A	HONDA MOTOBike RED	5/10/2018	225,000.00
77	09CG138A	HONDA MOTOBike RED	5/10/2018	225,000.00
78	09CG139A	HONDA MOTOBike RED	5/10/2018	225,000.00
79	09CG140A	HONDA MOTOBike RED	5/10/2018	225,000.00
80	09CG141A	HONDA MOTOBike RED	5/10/2018	225,000.00
81	09CG142A	HONDA MOTOBike RED	5/10/2018	225,000.00
82	KMEM 194A	BAJAJ BOXER BLUE	5/23/2018	200,000.00
83	KMEM 195A	BAJAJ BOXER BLUE	5/23/2018	200,000.00
84	09CG145A	YAMAHA	2/16/2019	600,000.00
85	09CG146A	YAMAHA	2/16/2019	600,000.00
86	09CG147A	YAMAHA	2/16/2019	600,000.00
87	09CG148A	YAMAHA	2/16/2019	600,000.00
88	09CG149A	YAMAHA	2/16/2019	600,000.00
89	09CG150A	YAMAHA	2/16/2019	600,000.00
90	09CG151A	YAMAHA	2/16/2019	600,000.00
91	09CG152A	YAMAHA	2/16/2019	600,000.00
92	09CG153A	YAMAHA	2/16/2019	600,000.00
93	09CG154A	YAMAHA	2/16/2019	600,000.00
94	09CG055A	YAMAHA	2/16/2019	600,000.00
95	09CG156A	MOTOR BIKE BAJAJ BOXER BLUE	8/1/2019	195,000.00
96	09CG157A	MOTOR BIKE BAJAJ BOXER BLUE	8/1/2019	195,000.00
97	09CG158A	MOTOR BIKE BAJAJ BOXER BLUE	8/1/2019	195,000.00
98	09CG159A	MOTOR BIKE BAJAJ BOXER BLUE	8/1/2019	195,000.00
99	09CG160A	MOTOR BIKE BAJAJ BOXER BLUE		190,000.00
100	09CG161A	MOTOR BIKE BAJAJ BOXER RED		190,000.00
101	09CG162A	MOTOR BIKE BAJAJ BOXER RED		190,000.00
102	09CG163A	MOTOR BIKE BAJAJ BOXER RED		190,000.00
103	09CG164A	MOTOR BIKE		180,000.00
104	09CG165A	MOTOR BIKE		250,000.00
105	09CG166A	MOTOR BIKE		250,000.00
106	09CG167A	MOTOR BIKE		250,000.00
107	09CG168A	MOTOR BIKE		250,000.00
108	09CG169A	MOTOR BIKE		250,000.00
109	09CG170A	MOTOR BIKE		250,000.00
110	09CG172A	MOTOR BIKE		250,000.00

111	09CG171A	MOTOR BIKE		250,000.00
112	09CG173A	YAMAHA		250,000.00
113	09CG174A	YAMAHA		250,000.00
114	09CG175A	YAMAHA		250,000.00
115	09CG176A	YAMAHA		250,000.00
116	09CG177A	YAMAHA		250,000.00
117	09CG178A	MOTOR BIKE HONDA RED		180,000.00
118	09CG179A	MOTOR BIKE HONDA RED		180,000.00
119	09CG180A	MOTOR BIKE HONDA RED		180,000.00
120	09CG181A	MOTOR BIKE HONDA RED		180,000.00
121	09CG182A	MOTOR BIKE HONDA RED		180,000.00
122	09CG183A	MOTOR BIKE HONDA RED		180,000.00
123	09CG184A	MOTOR BIKE HONDA RED		180,000.00
124	09CG185A	MOTOR BIKE HONDA RED		180,000.00
125	09CG186A	MOTOR BIKE HONDA RED		180,000.00
126	09CG187A	HONDA MOTOBIKE RED	7/1/2019	180,000.00
127	09CG188A	HONDA MOTOBIKE RED	7/1/2019	180,000.00
128	09CG189A	HONDA MOTOBIKE RED	7/1/2019	180,000.00
129	09CG190A	HONDA MOTOBIKE RED	7/1/2019	180,000.00
130	09CG191A	HONDA MOTOBIKE RED	7/1/2019	180,000.00
131	09CG 192A	HONDA MOTO BIKE RED	7/1/2019	180,000.00
132	09CG 196A	YAMAHA DT175CC	Dec, 2019	500,000.00
133	KMEW 398N	HONDA MOTOBIKE RED	7/1/2019	180,000.00
134	KMEV 573C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
135	KMEV 575C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
136	KMEV 576A	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
137	KMEV 562C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	190,000.00
138	KMEV 565 C	MOTOR BIKE	8/1/2019	190,000.00
139	KMEV568C	MOTOR BIKE	7/1/2019	180,000.00
140	KMEV 584 C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
141	KMEV 586 C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	199,600.00
142	KMEV 587C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
143	KMEV 892C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	190,000.00
144	KMEV 911C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	190,000.00
145	KMVE 923C	MOTOR BIKE BAJAJ BOXER RED	8/1/2019	195,000.00
146	KMEV 992C	MOTOR BIKE	8/1/2019	199,600.00
147	MD2-A21- BYXKWM- 85605 (Temporary Reg)	MOTOR BIKE	Dec-19	250,000.00

148	MD2-A21-BY6KWM85584 (Temporary Reg)	MOTOR BIKE	Dec-19	250,000.00
149	GK A195S	Yamaha DT 175CC	2013	150,000.00
150	GKB852Q	Yamaha	2012	150,000.00
151	GKA 483X	YAMAHA	2011	150,000.00
152	GKA 923W	YAMAHA	2012	150,000.00
153	KCK255U	MOTOR BIKE-HONDA RED	JULY, 2019	250,000.00
154	KCK293U	MOTOR BIKE-HONDA RED	JULY, 2019	250,000.00
155	KCK353U	MOTOR BIKE-HONDA BLUE	JULY, 2019	250,000.00
156	KCK354U	MOTOR BIKE-HONDA RED	JULY, 2019	250,000.00
157	KCK355U	MOTOR BIKE-HONDA RED	JULY, 2019	250,000.00
				42,255,795.00

SECTION VI : STANDARD FORMS

Notes on the standard Forms

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

FORM OF TENDER

To: MANDERA COUNTY GOVERNMENT
Tender No. MCG/OT/01/2020-2021
Tender Name: PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)
Date.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of [Total Tender amount in words] and..... figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

PRICE SCHEDULE FORM

Prices shall be inclusive of all taxes; claims for lack of understanding or omission in this regard will not be accepted after the award of the tender.

The bidder **MUST** complete and submit the tables below. The premiums must be quoted on basis of all the categories stated below.

Price Schedule Form

CATEGORY	SUMS INSURED	PREMIUM TOTAL
ASSETS		
OFFICE RISKS		
GRAND SUMMARY		

TOTAL PREMIUMS KSHS IN WORDS

.....

Authorized Official:
 Name.

Signature

.....

.....

Date.....

Stamp.....

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between
 [MANDERA COUNTY GOVERNMENT] of _____ [KENYA] (hereinafter called
 “the Procuring entity”) of the
 one part and _____ [name of tenderer] of _____ [city
 and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the _____ GENERAL AND MOTOR
 INSURANCE and has accepted a tender by the tenderer for the supply of the services in the sum
 of _____
 _____ [contract price in
 words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road</p> <p>Postal address .Tel No. Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs. .</p> <p>Name of your bankers</p> <p>Branch</p>
--

	Part 2 (a) – Sole Proprietor																									
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																									
	Part 2 (b) – Partnership																									
	Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Part 2 (c) – Registered Company																									
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						
	Date.....Signature of Candidate.....																									

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[Name of tenderer]*
 (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
 _____ *[Reference number of the contract]* dated _____ 20 _____
 _____ to provide
[Description of insurance services] (Hereinafter called “the Contract”)

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if PROVIDED by Insurance Company)

FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)

We _____ (Name of Bidder)

having our offices located in _____ (Name of Town and Building) duly authorize

_____ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the Provision of General Insurance cover as stipulated under PROVISION OF GENERAL AND MOTOR INSURANCE SERVICES (INSURANCE BROKERS ONLY)

Duly signed and delivered:

Name of appointed attorney: _____

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____

Signature: _____

2. Name of Second Company Director: _____

Signature: _____

Company Seal:

Performance Evaluation

(The insured to indicate client rating by ticking the appropriate box)

<i>How do you rate the performance of the insurance company as per their responsiveness to the following:- Excellent</i>	<i>Excellent</i>	<i>Good</i>	<i>Average</i>	<i>Poor</i>
<i>1. Claims handling</i>				
<i>2. Underwriting responsiveness</i>				
<i>3. General customer care</i>				

Name of authorized signatory

Title.....

Signature.....

Date.....

Official stamp of the Insured.....

Telephone contacts:-.....