



WATER RESOURCES AUTHORITY

**TENDER NAME: PROCUREMENT OF INSURANCE BROKERAGE FOR PROVISION
OF MOTOR VEHICLE/CYCLES INSURANCE COVER**

TENDER NO. WRA/T/02/2020-2021

ISSUE DATE: 17TH SEPTEMBER, 2020

CLOSING DATE: 2ND OCTOBER, 2020 AT 11.00AM

Table of Contents

Table of Contents	2
SECTION I-INVITATION FOR TENDER	5
SECTION II - INSTRUCTION TO TENDERERS	6
Table of Clauses	6
SECTION II - INSTRUCTIONS TO TENDERERS	7
2.1. Eligible Tenderers	7
2.2. Cost of Tendering.....	7
2.3. Contents of Tender Document	8
2.4. Clarification of Tender Documents	8
2.5. Amendment of Tender Documents	9
Language of Tenders	9
2.7. Documents Comprising the Tender	9
2.8. Form of Tender	10
2.9. Tender Prices	10
2.10. Tender Currencies	10
2.11. Tenderers Eligibility and Qualifications	10
2.12. Tender Security	11
2.13. Validity of Tenders	12
2.14. Format and Signing of Tenders	12
2.15. Sealing and Marking of Tenders	12
2.16. Deadline for Submission of Tenders	13
2.17. Modification and Withdrawal of Tenders	13
2.18. Opening of Tenders	14
2.19. Clarification of Tenders	14
2.20. Preliminary Examination and Responsiveness	14
2.21. Conversion to single currency	15
2.22. Evaluation and Comparison of Tenders	15
2.23. Contacting WRA	16
2.24. Post-qualification	17

2.25	Award Criteria	17
2.26.	WRA’s Right to accept or Reject any or all Tenders	17
2.27	Notification of Award	18
2.28	Signing of Contract	18
2.29	Performance Security	19
2.30	Corrupt or Fraudulent Practices	19
	Appendix to Instructions to Tenderers	20
SECTION III	- GENERAL CONDITIONS OF CONTRACT	21
	Table of Clauses	21
Page	.....	21
SECTION III	GENERAL CONDITIONS OF CONTRACT	22
3.1.	Definitions	22
3.2.	Application	23
3.3.	Standards	23
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
3.11.	Termination for Default	25
3.12.	Termination for Insolvency	25
3.13.	Termination for Convenience	26
3.14	Resolution of Disputes	26
3.15.	Governing Language	26
3.16.	Applicable Law	26
3.17	Force Majeure	27
CRITERIA FOR EVALUATION	.....	28
	MANDATORY EVALUATION CRITERIA (Stage 1)	28
	TECHNICAL EVALUATION CRITERIA (Stage 2)	29
	FINANCIAL EVALUATION (stage 3)	31
MANDATORY EVALUATION CRITERIA For Under Witer (Stage 1)	.....	32
TECHNICAL EVALUATION CRITERIA for Under writer (Stage 2)	.....	33
SECTION IV – SPECIAL CONDITIONS OF CONTRACT	.....	34

4.1.	CONDITIONS TO BE MET BY THE INSURANCE COMPANY	Error! Bookmark not defined.
4.2.	CONDITIONS TO BE MET BY INSURANCE BROKER	Error! Bookmark not defined.
SECTION V - SCHEDULE OF REQUIREMENTS		35
MOTOR VEHICLES AND CYCLES FOR INSURANCE COVERS FOR THE PERIOD 1 ST NOVEMBER, 2020 TO 31 ST OCTOBER, 2021.....		35
HEADQUARTERS.....		35
ATHI CATCHMNTAREA		36
LAKE VICTORIA SOUTH CATCHMENT AREA.....		36
LAKE VICTORIA NORTH CATCHMENT AREA.....		36
RIFT VALLEY CATCHMENT AREA.....		36
TANA CATCHMENT AREA.....		37
EWASO NG'IRO NORTH CATCHMENT AREA		37
MOTOR CYCLES.....		38
HEADQUARTERS.....		38
ATHI CATCHMENT AREA		38
LAKE VICTORIA SOUTH CATCHMENT AREA.....		38
LAKE VICTORIA NORTH CATCHMENT AREA.....		38
RIFT VALLEY CATCHMENT AREA.....		38
TANA CATCHMENT AREA.....		39
EWASO NG'IRO NORTH CATCHMENT AREA		39
SECTION V - SCHEDULE OF REQUIREMENTS		40
1. (DETAILS OF INSURANCE COVERS).....		40
SECTION VI - STANDARD FORMS.....		40
Notes on the standard Forms.....		41
Form of Tender		42
PRICE SCHEDULE FORM.....		43
Premium Summary		43
Contract Form		44
CONFIDENTIAL BUSINESS QUESTIONNAIRE.....		45
TENDER SECURITY FORM		46
PERFORMANCE SECURITY FORM		47
Signature and seal of the Guarantors		48
LETTER OF NOTIFICATION OF AWARD		48
FORM RB 1		50

SECTION I -INVITATION FOR TENDER

The Water Resources Authority invites sealed tenders from eligible brokerages firms for the provision of the following for the financial year 2020/2021.

S/N o	TENDER NO	DESCRIPTION OF THE INSURANCE	ELIGIBILITY
1	WRA/T/02/2020- 2021	Provision of Motor vehicle/Cycles Insurance cover	Insurance Brokers

Interested eligible candidates may obtain further information from the supply chain management office at Water Resources Authority P.O Box 45250-00100 Nairobi, NHIF Building, Ragati Road, 10th Floor, Left wing during normal office working hours.

A complete set of tender documents may be downloaded free of charge by interested candidates from the following Websites: - www.wra.go.ke/tenders or PPIP: www.tenders.go.ke

Tenders in plain sealed envelopes, marked tender number on the right hand side corner and bearing no indication of the tenderer should be addressed to:

The Chief Executive Officer,
Water Resources Authority,
P. O. Box 45250-
00100, Nairobi.

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

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

all Tenders.....	16
2.28 Notification of Award.....	17
2.29 Signing of Contract.....	17
2.30 Performance Security.....	17
2.31 Corrupt or Fraudulent Practices.....	18

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by WRA 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 WRA will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.2.3 WRA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

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

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify WRA by post, fax or by email at the WRA's address indicated in the Invitation for tenders. WRA 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 WRA. Written copies of WRA 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 WRA 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, WRA 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 WRA, 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

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to WRA'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 WRA 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 Authority.
- c) 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 WRA 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 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the WRA as non-responsive.

2.13.2 In exceptional circumstances, WRA 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 WRA 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 (2nd October, 2020 at 11 ;00Am)

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, WRA 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 WRA at the address specified under paragraph 2.15.2 not later than *(2nd October, 2020 at 11 ;00Am)*

2.16.2 WRA 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 WRA 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 WRA prior to the deadline prescribed for submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 WRA will open all tenders in the presence of tenderers' representatives who choose to attend, at (2nd October, 2020 at 11 :00Am) 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 tender's' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as WRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 WRA 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 WRA 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 WRA in WRA'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 WRA 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 WRA 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, WRA 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 WRA'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 WRA 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 WRA 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 WRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 WRA'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) WRA 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 WRA'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. WRA 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 WRA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact WRA 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 WRA 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 WRA 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 WRA 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 WRA 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. WRA's Right to accept or Reject any or all Tenders

- 2.26.1 WRA 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 WRA's action. If WRA determines that non of the tenders is responsive, WRA shall notify each tenderer who submitted a tender.
- 2.26.2 WRA 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 its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, WRA 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 WRA 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 WRA 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 WRA notifies the successful tenderer that its tender has been accepted, WRA 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 WRA.
- 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 WRA.

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 WRA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 WRA 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 WRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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

Appendix to Instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
2.1 Indicate eligible tenderers	<i>Motor vehicle Insurance Brokers</i>
2.12 Tender Security	<i>Tender security required- KShs. 80,000/= in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period</i>
2.15.2 (b) State day, date and time of tender closing	<i>(2nd October, 2020 at 11 ;00Am)</i>
2.16.1	<i>As 2.15.2 (b) above</i>
2.16.3: Bulky Tenders	Bulky Tenders Delivered to the Supply Chain Offices, NHIF building, 10 th Floor Wing B
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation	2.22. As provided in the tender document.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority.

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 15% 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.

4.0 CRITERIA FOR TENDER EVALUATION

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

- a. **Confirmation of compliance with mandatory requirements:** Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.
 - b. **Technical Evaluation:** Bidders who were responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in the table below. Bidders are required to score at least 70% to qualify for further evaluation under the Commercial Evaluation Criteria.
 - c. **Commercial/Financial Evaluation:** The quotations received from the responding bidders shall be evaluated and ranked from the lowest to the highest provided that the quotations were obtained from the eligible insurance brokers as specified.
- The under writer of the winning bidder will be evaluated using the criteria provided below

MANDATORY EVALUATION CRITERIA (Stage 1)

No.	Mandatory Documents	YES/NO
1)	Certified Copy of valid Certificate of Registration or Incorporation	
2)	Certified Copy of Current CR12 certificate	
3)	Certified Copy of KRA Pin Certificate	
4)	Certified Kenya Revenue Authority Valid Tax Compliance Certificate	
5)	Certified Copy of Valid Current Business Permit from county government	
6)	Certified Copy of Association of Insurance Brokers of Kenya (AIBK) Membership certificate current/ valid	
7)	Certified valid copy of registration certificate/License with the Insurance Regulatory Authority (IRA) (Current/Valid)	
8)	Certified copy of NHIF Compliance Certificate	
9)	Certified copy of NSSF Compliance Certificate	
10)	Original Tender Security (Bid bond) of Kshs 80,000 (Eighty Thousand Shillings) in form of Insurance Bond/Bank Guarantee from financial institution recognized by PPRA valid up to 30days beyond the tender validity period	
11)	Provide Certified copy or confirmatory letter from Commissioner of Insurance of Bank guarantee of at least Kshs. 3Million deposited with the Commissioner of Insurance	
12)	Must provide original quotations from the Underwriter and Must provide	

	recommendation letter from the underwriter (Broker shall only propose one individual Best Underwriter)	
13)	Power of Attorney	
14)	Provide a Certified Company Profile Must include management team, Board of Directors with their qualifications.	
15)	Duly filled, signed and stamped confidential business Questionnaire	
16)	Certified Self-declaration/ letter duly signed by an authorized person indicating that the bidder has not been debarred from participating in Public/ Government tenders	
17)	Anti-corruption affidavit signed and stamped by a Commissioner of Oaths	
18)	Submission of Two bid documents (clearly marked 'original' and 'copy') Well bound and correctly serialized / paginated from the top page to the last page in numerical format	
19)	Correctly Duly filled, signed and stamped form of Tender	

Notes:

1. All certification shall to be by a Commissioner of Oaths

2. The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

TECHNICAL EVALUATION CRITERIA (Stage 2)

No	Criteria	Maximum points
1.	Evidence of past experience in providing similar motor vehicle insurance brokerage services (Government Ministries or State Corporations) a) 1-3 clients - 5 points b) 4-5 clients – 15 points c) Above 5 clients – 20 points	20 Points
2.	Letters of Reference/Recommendation from any past clients where the firm has provided similar motor vehicle insurance brokerage services: a) 1-3 clients – 5 points b) 4-5 clients – 15 points c) Above 5 clients – 20 points	20 Points
3.	Document Conformity/Presented in a required format (Serializing of document to conform to the table of contents and neatness of bid document)	2 Points

4.	Academic & Professional Qualifications and experience in relevant field for at least four (4) key professional staff proposed for the assignment and indicate their portfolio/tasks (Attach copies of Academic certificates and CVs): a) Master's Degree in relevant field– 20 points b) Bachelor's Degree in relevant field–15 points c) Diploma – 5 Points	20 Points
5.	Indicate least period used to settle previous claims upon Presentation of all required Documents. (Attach evidence) 0-8 points a) less than a month - 8 b) After a month – 4 c) No evidence -0	8 Points
6.	Provide Audited financial statements for the last current 3 years clearly demonstrating the following ratios: - (financially stable ratios will earn more marks) a) Working Capital - 4 Marks b) Current Ratio - 4 Marks c) Turnover Ratio - 4 Marks d) Fixed Asset Ratio - 4 Marks Financial Statements MUST be initialized and stamped by both practicing Auditor registered with ICPAK and one of the Directors Auditor practicing number from ICPAK must be indicated to be considered.	20 Points
7.	Volume of business handled in the last two (2) years a) With gross turnover of less than- kshs.100,000,000 - 2 marks b) With gross turnover of greater than- kshs.100,000,000 – 5marks	5 points
8.	Benefits (Additional benefits to the cover will be evaluated and rated appropriately)	5 points
	TOTAL POINTS	100 Points

The pass Mark for technical score is 70points therefore any bidder who scores 70 points and above shall be considered responsive and shall be considered for Financial evaluation

C. FINANCIAL EVALUATION (stage 3)

1)	Checking whether the bidder has costed all the items as per the schedule of requirement compared to his Financial proposal given	Bidders that have not costed all the items as required shall be Disqualified at this stage
2)	Ranking of bidders	Bidders shall be ranked from the lowest to the highest quoted
3)	Awarding	The recommended bid shall be the Lowest evaluated bid that gives the client value for its money
4)	Payment of Premium	Payment of premiums shall be based on the valuation report submitted by awarded tenderer

MANDATORY EVALUATION CRITERIA (Under Writer/ Insurance Company) -Stage 1

CRITERIA	YES/NO
Certified Copy of valid Certificate of Registration or Incorporation	
Certified Copy of Membership of Association of Kenya Insurance (AKI) Certificate (current/ valid)	
Certified valid copy of registration certificate/License with the Insurance Regulatory Authority (IRA) (Current/Valid)	
Certified Copy of KRA Pin Certificate	
Certified Kenya Revenue Authority Valid Tax Compliance Certificate	
Certified Copy of Valid Current Business Permit from county government	
The Insurance Company MUST provide evidence proving that: - They have been underwriting for a minimum period of ten (10) years.	
Duly filled, signed and stamped confidential business Questionnaire	
Certified Self-declaration/ letter duly signed by an authorized person indicating that the underwriter has not been debarred from participating in Public/ Government tenders	
Anti-corruption affidavit signed and stamped by a Commissioner of Oaths	
All copies requested MUST be certified by advocate/commissioner of oath N/B All the above Must be submitted by the under writer	

TECHNICAL EVALUATION CRITERIA (Under Writer/ Insurance Company) (Stage 2)

No	Criteria	Maximum points
1.	Provide proof that have done annual gross premiums of not less than 100 million in previous years (copy must be certified)	10 Points
2.	List and demonstrate four (4) Contracts handled of a similar size or nature in the last Five (5) Years with government institutions. <i>(Provide Signed contract documents/ award letters. Recommendation letters from respective procuring entities/ clients per each contract/award letter).</i> 5point per each evidence provide as above	20 Points
3.	Academic & Professional Qualifications and experience in relevant field for at least four (4) key managers and indicate their portfolio/tasks. (Provide evidences) 5Points for each staff	20 Points
4.	Indicate least period used to settle previous claims upon Presentation of all required Documents. (Attach evidence) 5points for each evidence of less than a month	20 Points
5.	Provide Audited financial statements for the last current 3 years. Financial Statements MUST be initialized and stamped by both practicing Auditor registered with ICPAK and one of the Directors Auditor practicing number from ICPAK must be indicated to be considered.	10 Points
6.	Benefits (Additional benefits to the cover will be evaluated and rated appropriately) 5points for each benefit	20points
	TOTAL POINTS	100 Points

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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	10% of contract sum
3.7 Delivery of Services	W.e.f 1st November 2020 – 31st October 2021
3.8 Payment	60 days after receipt of Invoice and Debit Notes
3.9 Price adjustment	WRA may acquire additional motor vehicles during the contract period and a proposal should be included illustrating on their inclusion in the insurance cover the based on a percentage depending on the class of the specific vehicle.
3.14 Resolution of dispute	Amicable ways of dispute resolution shall be sort however parties shall be free to seek redress from a court of competent jurisdiction.
3.16 Applicable law	The Laws of Kenya
3.18 Notices	Client: Water Resources Authority NHIF Building, Wing B, Ragati Rd, off Ngong Rd. P. O. Box 45250-00100 Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

Water Resources Authority (WRA) is a state corporation established under Section 11 of the Water Act, 2016. Pursuant to Section 6 of the Act which came in to effect on 21st April, 2017 vide Legal Notice No. 59, the Authority is an Agent of the National Government responsible for regulating the management and use of water resources. The Water Act, 2016 makes extensive provisions on the Authority's role in regulating the use and management of water resources.

WRA was operationalized vide Legal Notice No. 60 on 21st of April, 2017. However, the Authority has been in existence for 12 years following its' establishment under the Water Act, 2002 as Water Resources Management Authority (WRMA).

As a leading Government Agency with the above mandate WRA has set aside funds for the provision of **Comprehensive** Insurance Covers for all her motor vehicles which is expected to run for a period of twelve (24) Months. A list of all the motor vehicles to be insured is tabulated below detailing their make, model and current value in Kenya Shillings.

The contract will before an **initial period of one (1) year from the date of Commencement, renewable once, subject to satisfactory performance.** During this period, the insurer will be required to maintain all the required licenses.

MOTOR VEHICLES AND CYCLES FOR COMPREHENSIVE INSURANCE COVERS FOR THE PERIOD 1ST NOVEMBER, 2020 TO 31ST OCTOBER, 2021 HEADQUARTERS

No.	Make of Vehicle	Registration	Location	Value	Ownership
Private vehicles					
1.	Ford Range	KCT 547Y	"	5,000,000	WRA
2.	Toyota Prado	KBN 053E	"	2,470,000	WRA
3	Toyota Corolla	KBT 953N	"	1,360,000	WRA
4.	Toyota Prado	KBZ 001D	"	5,400,000	WRA
5.	Toyota Prado	KBZ 020D	"	5,300,000	WRA
	TOTAL			19,530,000	
Commercial vehicle					
6.	Isuzu Bus	KBL 516G	"	2,300,000	WRA
7.	Toyota L/Cruiser	KCB 447K	"	5,500,000	WRA
	TOTAL			27,330,000	

ATHI CATCHMNTAREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private vehicles					
1.	Toyota Prado	KAT 353X	Machakos	1,050,000	WRA
2.	Toyota Prado	KBN 057E	Machakos	2,800,000	WRA
3.	Isuzu D-Max	KBJ 434U	Loitokitok	1,300,000	WRA
4.	Isuzu D-Max	KBJ 435U	Kiambu	1,580,000	WRA
5.	Toyota D/cab	KBZ 118D	Kibwezi	2,070,000	WRA
6.	Toyota D/cab	KBL 700G	Nairobi	1,290,000	WRA
7.	Toyota D/Cab	KBZ 179D	Nairobi	2,170,000	WRA
8.	Toyota D/ Cabin	KBT 535N	Mombasa	2,200,000	WRA
9.	Toyota D/Cabin	KBJ 288U	Mombasa	1,550,000	WRA
	TOTAL			16,010,000	
Commercial vehicle					
10.	Nissan Patrol	KBN 140E	Nairobi	1,270,000	WRA
	TOTAL			1,270,000	

LAKE VICTORIA SOUTH CATCHMENT AREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private Vehicles					
1.	Toyota Prado	KBT 498N	Kisumu	3,400,000	WRA
2.	Isuzu D-Max	KBJ 429U	Kisii	1,300,000	WRA
3.	Isuzu D-Max	KBJ 430U	Kisumu	1,290,000	WRA
4.	Toyota D/Cabin	KBT 536N	Kisumu Sub	2,200,000	WRA
5.	Nissan D/Cabin	KAT 286X	Kisumu Sub	1,000,000	WRA
6.	Toyota D/Cabin	KCA 026F	Kericho	3,670,000	WRA
7.	Nissan D/Cabin	KAT 288X	Kisii	1,020,000	WRA
	TOTAL			13,880,000	
Commercial vehicle					

LAKE VICTORIA NORTH CATCHMENT AREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private Vehicles					
1.	Toyota D/Cabin	KBT 531N	Kakamega	2,100,000	WRA
2.	Toyota Hilux	KAV 634E	Eldoret	900,000	WRA
3.	Isuzu D-Max	KBJ432U	Kitale	1,300,000	WRA
4.	Isuzu D-Max	KBJ 433U	Siaya	1,350,000	WRA
5.	Toyota D/Cabin	KBT 534N	Eldoret	3,200,000	WRA
	TOTAL			6,750,000	

RIFT VALLEY CATCHMENT AREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private Vehicles					

1.	Toyota Prado	KAT 358X	Nakuru	1,780,000	WRA
2.	Toyota D/ Cabin	KAV 754E	Nakuru	800,000	WRA
3.	Toyota D/Cab	KBW 646V	Naivasha	2,300,000	WRA
4.	Toyota D/Cab	KBW 647V	Naivasha	2,300,000	WRA
5.	Toyota D/ Cabin	KAV 605E	Narok	950,000	WRA
6.	Isuzu D-Max	KBJ 438U	Kabarnet	1,350,000	WRA
	TOTAL			7,700,000	
Commercial vehicle					
7.	Nissan Patrol	KBN 146E	Kapenguria	1,820,000	WRA
	TOTAL			1,820,000	

TANA CATCHMENT AREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private Vehicles					
1.	Toyota Prado	KAT 391X	Embu	1,400,000	WRA
2.	Toyota Prado	KAT 392X	Embu	1,220,000	WRA
3.	Isuzu D-Max	KBJ 424U	Meru	1,220,000	WRA
4.	Nissan D/Cabin	KAT 285X	Meru	1,020,000	WRA
5.	Toyota Hilux P/up	KCD 841G	Garissa	5,500,000	WRA
6.	Isuzu D-Max	KBJ 425U	Muranga	1,300,000	WRA
7.	Isuzu D-Max	KBJ 436U	Kerugoya	1,300,000	WRA
8.	Nissan D/Cabin	KAT 286X	Kerugoya	850,000	WRA
	TOTAL			12,510,000	
Commercial vehicle					
8.	Nissan Patrol	KBN 139E	Kitui	1,800,000	WRA
	TOTAL			1,800,000	

EWASO NG'IRO NORTH CATCHMENT AREA

No	Make of Vehicle	Registration	Location	Value	Ownership
Private Vehicles					
1.	Toyota Prado	KAT 393X	Nanyuki	1,310,000	WRA
2.	Isuzu D/Max	KBJ 427U	Rumuruti	1,280,000	WRA
3.	Isuzu D/Max	KBJ 428U	Nanyuki	1,300,000	WRA
4.	Nissan Patrol	KBN 135E	Isiolo	2,850,000	WRA
	TOTAL			5,430,000	
Commercial vehicles					
5.	Nissan Patrol	KBN 137E	Mandera	1,664,000	WRA
6.	Toyota Land Cruiser	KBR 781U	Isiolo	2,680,000	WRA
7.	Nissan Patrol	KBN 138E	Marsabit	1,768,000	WRA
8.	Toyota L/Cruiser	KBT 605N	Nanyuki	2,760,000	WRA
	TOTAL			8,872,000	

MOTOR CYCLES HEADQUARTERS

No	Make	Registration	Location	Value	Ownership
1.	Suzuki	KBG 609C	Head office	140,000	WRA

ATHI CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Yamaha	KAP 733X	Kibwezi Sub Region	100,000	WRA
2.	Suzuki	KBJ 713C	Malindi Sub Region	152,000	WRA
3.	Suzuki	KBB 989S	Kibwezi Sub Region	110,000	WRA
4.	Suzuki	KBG 611C	Loitokitok Sub Region	110,000	WRA
5.	Suzuki	KBG 610C	Kiambu Sub Region	120,000	WRA
6.	Suzuki	KBB 999S	Nairobi Sub Region	140,000	WRA
	TOTAL			732,000	

LAKE VICTORIA SOUTH CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Yamaha	KAT 835X	Kisii Sub Region	100,000	WRA
2.	Yamaha	KAT 831X	Kericho Sub Region	85,000	WRA
3.	Suzuki	KBG 608C	Kisumu Sub Region	140,000	WRA
4.	Suzuki	KBG 612C	Kericho Sub Region	140,000	WRA
	TOTAL			465,000	

LAKE VICTORIA NORTH CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Suzuki	KBJ 712C	Siaya Sub Region	140,000	WRA
	TOTAL			140,000	

RIFT VALLEY CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Suzuki	KBB 995S	Kabarnet Sub Region	100,000	WRA
2.	Suzuki	KBB 996S	Naivasha Sub Region	110,000	WRA
3.	Suzuki	KBB 997S	Narok Sub Region	100,000	WRA
4.	Suzuki	KBB 998S	Lodwar Sub Region	88,000	WRA
5.	Yamaha	KAT 830X	Kapenguria Sub Region	68,000	WRA
	TOTAL			466,000	

TANA CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Yamaha	KAT 832X	Meru	87,000	WRA
2.	Yamaha	KAT 837X	Kitui	95,000	WRA
3.	Yamaha	KAY 989V	Kerugoya	110,000	WRA
4.	Yamaha	KAV 178E	Garissa	125,000	WRA
5.	Suzuki	KBG 602C	Kitui	80,000	WRA
6.	Suzuki	KBG 603C	Garissa	110,000	WRA
7.	Suzuki	KBG 604C	Kerugoya	120,000	WRA
8.	Suzuki	KBG 605C	Muranga	95,000	WRA
9.	Suzuki	KBG 606C	Meru	120,000	WRA
10.	Suzuki	KBG 607C	Meru	120,000	WRA
	TOTAL			1,062,000	

EWASO NG'IRO NORTH CATCHMENT AREA

No	Make	Registration	Location	Value	Ownership
1.	Yamaha	KAT 836X	Marsabit Sub Region	130,000	WRA
2.	Suzuki	KBB 990S	Marsabit Sub Region	104,000	WRA
3.	Suzuki	KBB 991S	Nanyuki sub Region	110,000	WRA
4.	Suzuki	KBB 992S	Nanyuki Sub Region	110,000	WRA
5.	Suzuki	KBB 993S	Isiolo Sub Region	100,000	WRA
6.	Yamaha	KBB 994S	Mandera Sub Region	120,000	WRA
7.	Yamaha	KMDH 487A	Isiolo Sub Region	130,000	WRA
8.	Yamaha	KMDH 488A	Isiolo Sub Region	130,000	WRA
	TOTAL			932,000	

1.) WRA may acquire additional motor vehicles during the contract period and a proposal should be included illustrating on their inclusion in the insurance cover based on a percentage depending on the class of the specific vehicle.

2.) The tenderer must disclose the percentage and minimum/Maximum amount charged on all classes of motor vehicles. In cases where the employer is to blame, the percentage should not exceed 5%.

3.) Period of cover shall be from 1st November 2020 or as specified against each vehicle registration number and shall run up to 31st October, 2021.

4.) The vehicles will be valued by reputable motor vehicle valuers agreed on by both parties and cost of valuation **shall be met by the tenderers**

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.			
2.			
3.			

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To: Name and address of procuring entity

Date

Tender No. _____

Tender Name

Gentlemen and/or Ladies:-

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

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

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

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

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

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE FORM

Premium Summary

S/N o	Policy Class	Total cost Payable by client				Underwriter
		Premium	Applicable Taxes	Total Premiums	Excess	

We undertake, if our tender is accepted, provide insurance covers in accordance with the schedule rates and delivery dates specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal

Contract Form

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

WHEREAS the Procuring entity invited tenders for the GPA cover and has
accepted a tender by the tenderer for the supply of the services in the sum of _____

_____ [contract price in words in figures] (hereinafter called “the Contract
Price”). NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part A General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Fax Email

Nature of business

Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows

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

Date Signature of Tenderer

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

TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <WRA> 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 WRA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the WRA 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.
 - (c) rejects a correction of an arithmetic error in the tender

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20 _____ to _____ supply

.....
[description of insurance services] (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of _____ money within the limits of *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical
address..... Fax No.....Tel. No..... Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds, namely: - 1.

- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary