



**Kenya National Highways Authority**

*Quality Highways, Better Connections*

**TENDER No. KeNHA/ 1802 /2017**

**FOR**

**PROVISION OF MOTOR VEHICLE INSURANCE BROKERAGE  
SERVICES**

**SEPTEMBER 2017**

**DIRECTOR GENERAL  
KENYANATIONAL HIGHWAYS  
AUTHORITY  
P.O. Box 49712-00100  
NAIROBI**

**DEPUTY DIRECTOR ADMIN  
SERVICES  
KENYA NATIONAL HIGHWAYS  
AUTHORITY  
P.O. Box 49712-00100  
NAIROBI**

## **TABLE OF CONTENTS**

<b>SECTION II - INSTRUCTIONS TO TENDERERS.....</b>	<b>5</b>
<b>Appendix to instructions to Tenderers .....</b>	<b>18</b>
<b>SECTION III GENERAL CONDITIONS OF CONTRACT.....</b>	<b>22</b>
<b>SECTION IV – SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>28</b>
<b>SECTION V - SCHEDULE OF REQUIREMENTS .....</b>	<b>295</b>
<b>SECTION VI - STANDARD FORMS.....</b>	<b>321</b>
<b>FORM OF TENDER .....</b>	<b>346</b>
<b>PRICE SCHEDULE FORM.....</b>	<b>357</b>
<b>CONTRACT FORM .....</b>	<b>368</b>
<b>CONFIDENTIAL BUSINESS QUESTIONNAIRE .....</b>	<b>49</b>
<b>TENDER SECURITY FORM.....</b>	<b>391</b>
<b>PERFORMANCE SECURITY FORM .....</b>	<b>402</b>
<b>LETTER OF NOTIFICATION OF AWARD .....</b>	<b>413</b>

## SECTION I- INVITATION FOR TENDERS

**Date: 25th September, 2017**

### **TENDER No. KeNHA/1802/2017 FOR PROVISION OF MOTOR VEHICLE INSURANCE BROKERAGE SERVICES**

---

- 1.1 The Kenya National Highways Authority (KeNHA) invites sealed tenders from eligible candidates for provision of Motor vehicle Insurance Brokerage Services from the date stated against each vehicle up to **31<sup>st</sup> October, 2018.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office, Blue Shield Towers, 1<sup>st</sup> Floor, Hospital Road, Nairobi during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs. 1,000.00 (One thousand only) in form of banker's cheque only payable to Kenya National Highways Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeNHA website: [www.kenha.co.ke](http://www.kenha.co.ke).
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Blue Shield Towers, mezzanine floor, Hospital Road, Nairobi so as to be received on or before **Tuesday 17<sup>th</sup> October, 2017 at 11.00 am**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Boardroom, Blue Shield Towers, 3<sup>rd</sup> Floor, Hospital Road, Nairobi.

**Deputy Director – Supply Chain**  
**FOR: DIRECTOR GENERAL**

**SECTION II - INSTRUCTION TO TENDERERS**  
**TABLE OF CLAUSES**

	Page
2.1. Eligible Tenderers .....	5
2.2. Cost of Tendering .....	5
2.3. Contents of Tender Document .....	6
2.4. Clarification of Tender Documents .....	6
2.5. Amendment of Tender Documents .....	7
2.6. Language of Tenders.....	7
2.7. Documents Comprising the Tender .....	7
2.8. Form of Tender .....	8
2.9. Tender Prices .....	8
2.10. Tender Currencies .....	8
2.11. Tenderers Eligibility and Qualifications .....	8
2.12. Tender Security .....	9
2.13. Validity of Tenders .....	10
2.14. Format and Signing of Tenders.....	10
2.15. Sealing and Marking of Tenders.....	10
2.16. Deadline for Submission of Tenders.....	11
2.17. Modification and Withdrawal of Tenders .....	11
2.18. Opening of Tenders.....	12
2.19. Clarification of Tenders .....	12
2.20. Preliminary Examination and Responsiveness .....	12
2.21. Conversion to single currency .....	13
2.22. Evaluation and Comparison of Tenders.....	13
2.23. Contacting KeNHA.....	14
2.24. Post-qualification .....	15
2.25. Award Criteria .....	15
2.26. Procuring entity’s Right to accept or Reject any or all Tenders .....	15
2.27. Notification of Award.....	16
2.28. Signing of Contract.....	16
2.29. Performance Security.....	17
2.30. Corrupt or Fraudulent Practices .....	17

## **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 KeNHA'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 subservice providers) 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 KeNHA 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 KeNHA, 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 KeNHA 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 KeNHA by post or by email at KeNHA's address indicated in the Invitation for tenders. KeNHA 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 KeNHA. 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 KeNHA 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 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, KeNHA, 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, KeNHA, 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 KeNHA, 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 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 KeNHA'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 KeNHA 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 of:

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

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

2.12.4.2 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

2.12.4.3 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

2.12.5 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**

- 2.13.1.1 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 KeNHA as non-responsive.
- 2.13.1.2 In exceptional circumstances, KeNHA 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 **one (1)** original and **one (1)** 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 KeNHA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **Tuesday 17<sup>th</sup> October, 2017 at 11.00 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, KeNHA 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 KeNHA at the address specified under paragraph 2.15.2 not later than **Tuesday 17<sup>th</sup> October, 2017 at 11.00 am**”

2.16.2 KeNHA 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 KeNHA 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 KeNHA 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 KeNHA 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 KENHA will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 17<sup>th</sup> October, 2017 at 11.00 am** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KeNHA, at its discretion, may consider appropriate, will be announced at the opening.

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

2.22.2 KeNHA'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) KeNHA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than KeNHA have 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. KeNHA 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 KeNHA**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KeNHA 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 KeNHA 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 KeNHA 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 KeNHA 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 KeNHA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

2.26.1 KeNHA 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 KeNHA's action. If KeNHA determines that none of the tenders is responsive, KeNHA shall notify each tenderer who submitted a tender.

2.26.2 KeNHA 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, KeNHA 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 KeNHA 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 KeNHA 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 KeNHA notifies the successful tenderer that its tender has been accepted, KeNHA 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 KeNHA.

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 KeNHA.

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

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 KeNHA 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 KeNHA 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 brokerage 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

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1	Insurance Companies and Insurance Brokerage Firms
2.12 Tender Security	Tender security required- KShs. 100,000/= in the form of Unconditional Bank Guarantee from a reputable bank in Kenya valid for 120 days from the date of tender opening.
2.14.1 Number of Tender Copies Required	One original and one copy properly bound.
2.15.2 (b) State day, date and time of tender closing	<b>Tuesday 17<sup>th</sup> October, 2017 at 11.00 am</b>
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	Delivered to Head of Procurement , Kenya National Highways Authority, 1 <sup>st</sup> Floor, Blue Shield Towers, Hospital Road, Upper Hill Nairobi.
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

### (II) CRITERIA OF EVALUATION

The method of evaluation will be Merit Point System and the evaluation criteria will be applied as indicated here below: -

1.	MANDATORY REQUIREMENTS	(YES/NO)
a)	Copy of tender security (Value Kshs.100, 000.00) in the form of Unconditional Bank Guarantee from a reputable bank in Kenya and valid for 120 days from the date of tender opening.	
b)	Certificate from Commissioner of Insurance for current year (2017)	
c)	Certificate of Registration as a member of AIB/AKI for the current year (2017)	

d)	Copy of current Valid Tax Compliance Certificate from KRA (Will be confirmed online with KRA TCC Checker)	
e)	Commitment to terms of ' <i>A maximum of 5% excess where the employer's vehicle is to blame</i> '.	
f)	Copy of certificate of incorporation/Registration	
h)	Dully filled Confidential Business Questionnaire Form	
i)	Copy of current Single Business Permit	
j)	Duly completed, signed and stamped form of tender	
k)	Must have been in existence for the last five years	
l)	Must provide original quotations from the Underwriter	
j)	Must have a Bank guarantee of at least Kshs. 3 Million deposited with the Commissioner of Insurance and a Copy be submitted. (Provide <b>Certified</b> copy or confirmatory letter from Commissioner of Insurance).	
k)	Professional Indemnity limit of at least <b>Kshs.10 million</b>	
l)	Commitment to terms of ' <i>No blame no excess</i> '.	
j)	The bidder shall submit a sequentially serialized document	

**Note:**

**1. Where certified copies are required, they must be done so by a commissioner of Oaths.**

**2. Bidders must meet all the mandatory requirements to qualify for technical evaluation.**

<b>2.</b>	<b>TECHNICAL EVALUATION OPERATIONS PERFORMANCE &amp; HUMAN RESOURCES</b>	<b>Scores</b>
a)	List of at least (5) Clients (Government Ministries or State Corporations) in the last two (2) years. <b>Attach Documentary Evidence</b>	20
b)	List at least four (4) key professional staff and specify portfolio/tasks Attach CVs of the personnel	20
c)	Copy of audited accounts for the last three (3) financial years	15
d)	Volume of business handled in the last two (2) years gross turnover of kshs.100,000,000	15
e)	Exclusions (The exclusions provided in the cover will be evaluated. <b>The fewer the exclusions, the higher the score</b> )	10
h)	Benefits (Additional benefits to the cover will be evaluated and rated appropriately)	5
i)	Least period used to settle previous claims upon presentation of proper documents. (Attach evidence)	10
j)	Document Conformity/Presented in a required format	5
	<b>TOTAL TECHNICAL</b>	<b>100</b>

To qualify for financial evaluation the bidder must score a minimum of 75 points (75%).

**Financial Evaluation**

The firm quoting the lowest after surpassing the minimum technical score shall be awarded the contract.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	<b>Page</b>
3.1. Definitions.....	22
3.2. Application.....	22
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
3.10. Assignment .....	25
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 .....	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 KeNHA 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 KeNHA under the Contract.
- (d) “KeNHA” means the organization procuring the services under this Contract
- (e) “The Service provider” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

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

3.4.1 The Service provider shall not, without KeNHA'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 KeNHA in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without KeNHA'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 KENHA and shall be returned (all copies) to KeNHA on completion of the contract's or performance under the Contract if so required by KeNHA.

### **3.5. Patent Rights**

3.5.1 The Service provider shall indemnify KeNHA 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 thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KeNHA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KeNHA 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 KeNHA 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 KeNHA and returned to the Candidate not later than thirty (30) days following the date of completion of the Service provider'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 KeNHA 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 KeNHA, 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 charges 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 KeNHA'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 KeNHA 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 KeNHA's prior written consent.

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

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

3.11.2 In the event KeNHA 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 KeNHA 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 KeNHA 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 service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KeNHA.

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

- 3.13.1 KeNHA 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 KeNHA may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 KeNHA 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 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 Service provider 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**

- 3.1.1 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.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

### **4.1. CONDITIONS TO BE MET BY THE UNDERWRITER**

- 4.1.1 A copy of Certificate of Incorporation
- 4.1.2 Must be registered with the Commissioner of Insurance for the current year (2017) and a copy of the current license be submitted.
- 4.1.3 Must provide proof that the underwriter has done annual gross premiums in previous year of Kshs. 200 million.
- 4.1.4 Must provide proof that the underwriter has paid up capital of at least Kshs.300Million
- 4.1.5 Must provide proof that the underwriter is financially stable. Provide audited accounts for the last three (3) years.
- 4.1.6 Must provide proof that the underwriter is a member of the Association of Kenya Insurers (AKI),
- 4.1.7 Must have been in existence for the last five (5) years

### **4.2. CONDITIONS TO BE MET BY INSURANCE BROKER**

- 4.2.1 Must be registered with the Commission of Insurance for current year (2017) and a copy of the current license be submitted.
- 4.2.2 Must have a Bank guarantee of Kshs. 3 Million of the total annual premium deposited with the Commissioner of Insurance and a Copy be submitted.
- 4.2.3 Must have a Professional Indemnity Insurance Cover of at least Kshs. 20 Million and a copy be submitted.
- 4.2.4 Must give at least 3 (three) reputable clients and the total clients premium in the previous years,
- 4.2.5 Must provide recommendation letters from the current clients
- 4.2.6 Must have done annual gross premiums in previous years of Kshs. 50 million
- 4.2.7 Must submit a copy of the audited accounts for the last three (3) years.
- 4.2.8 Must attach detailed company profile including the CV's of Key personnel
- 4.2.9 Must submit copies of the following documents;
  - (a) Certified copy of Valid Tax Compliance Certificate from KRA or a letter of Exemption,
  - (b) Certified copy of Certificate of Registration/Incorporation
  - (c) Certified single business permit from Nairobi City Council or local authority of the principal location of business.
- 4.2.10 Must be a current member of the Association of Insurance Brokers (AIB)
- 4.2.11 Must have been in existence for the last five (5) years.
- 4.2.12 Must provide evidence of major claims handled in the last 2 years and indicate claim turnaround time
- 4.2.13 Must provide recommendation from the underwriter.

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

Reference of general conditions of contract	Special condition of contract
3.7 Delivery of Services	W.e.f 1 <sup>st</sup> November 2017 – 31 <sup>st</sup> October 2018
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.16 Applicable law	The Laws of Kenya
3.17 Policy Documents	Must be delivered within fourteen days from the date of premium settlement.
3.18 Notices	The Director General, Kenya National Highway Authority, Blue Shield Towers, 9 <sup>th</sup> Floor, Hospital Road, P.O. Box 49712 – 00100, NAIROBI.

#### SECTION V - SCHEDULE OF REQUIREMENTS

Kenya National Highways Authority (KeNHA) was set up under the Kenya Roads Act, 2007 and charged with the mandate to Manage, develop, rehabilitate, and maintain national roads.

As a leading Government Agency with the above mandate, KeNHA has set aside funds for the provision of **Comprehensive** insurance Cover for all her motor vehicles which is expected to run for a period of twelve (12) Months. A list of all the motor vehicles to be insured is tabulated below detailing their make, model and current value in Kenya Shillings.

**LIST OF MOTORVEHICLES**

<b>NO.</b>	<b>REG. NO.</b>	<b>MAKE</b>	<b>CLASS</b>	<b>Y.O.M</b>	<b>VALUE(Kshs)</b>	<b>PAX</b>
1	KBT 224N	Prado Station Wagon	PRIVATE	2012	7,000,000.00	7
2	KBL 679G	Prado Station Wagon	PRIVATE	2010	5,000,000.00	7
3	KBR 977U	Prado Station Wagon	PRIVATE	2012	7,000,000.00	7
4	KBL 680G	Prado Station Wagon	PRIVATE	2010	5,000,000.00	7
5	KBL 681G	Prado Station Wagon	PRIVATE	2010	5,000,000.00	7
6	KBL 682G	Prado Station Wagon	PRIVATE	2010	5,000,000.00	7
7	KCK 646U	Prado Station Wagon	PRIVATE	2017	10,200,000.00	7
8	KBN 804E	Prado Station Wagon	PRIVATE	2011	5,500,000.00	7
9	KBR 623U	Prado Station Wagon	PRIVATE	2012	6,200,000.00	7
10	KBL 584G	Corolla Saloon	PRIVATE	2010	2,000,000.00	4
11	KBL 585G	Double Cabin	PRIVATE	2010	2,200,000.00	4
12	KBL 586G	Double Cabin	PRIVATE	2010	2,200,000.00	4
13	KBL 224G	Corolla Saloon	PRIVATE	2010	2,000,000.00	4
14	KBL 225G	Corolla Saloon	PRIVATE	2010	1,700,000.00	4
15	KBL 436D	Pajero Station Wagon	PRIVATE	2008	1,300,000.00	4
16	KBR 887U	Cruise Saloon	PRIVATE	2012	3,000,000.00	4
17	KCD 408G	Toyota Fortuner	PRIVATE	2015	5,400,000.00	7
18	KBJ 660U	Toyota Double Cabin	PRIVATE	2010	2,300,000.00	4
19	KBJ 661U	Toyota Hiace Van	COMMERCIAL	2010	2,300,000.00	9
20	KBL 883G	Toyota Double Cabin	PRIVATE	2010	2,200,000.00	4
21	KBL 884G	Toyota Double Cabin	PRIVATE	2010	2,400,000.00	4
22	KBN 126E	Toyota Corolla Saloon	PRIVATE	2011	2,000,000.00	4
23	KBN 127E	Toyota Corolla Saloon	PRIVATE	2011	2,100,000.00	4
24	KBN 128E	Toyota Double Cabin	PRIVATE	2011	2,400,000.00	4
25	KBN 151E	Toyota Double Cabin	PRIVATE	2011	2,300,000.00	4
26	KBN 165E	Toyota Double Cabin	PRIVATE	2011	2,600,000.00	4
27	KBJ 659U	Toyota Hiace Van	COMMERCIAL	2011	2,800,000.00	9
28	KBN 163E	Toyota Double Cabin	PRIVATE	2011	2,700,000.00	4
29	KBB 780G	Nissan Double Cabin	PRIVATE	2007	1,500,000.00	4
30	KBJ 543U	Toyota Double Cabin	PRIVATE	2010	2,400,000.00	4
31	KBN 244E	Toyota Land Cruiser	COMMERCIAL	2011	2,600,000.00	8
32	KBN 245E	Toyota Land Cruiser	COMMERCIAL	2011	2,800,000.00	8
33	KBN 246E	Toyota Land Cruiser	COMMERCIAL	2011	2,700,000.00	8
34	KBJ 544U	Toyota Double Cabin	PRIVATE	2010	2,400,000.00	4
35	KBP 108G	Nissan Van	COMMERCIAL	2010	1,800,000.00	9
36	KCE 665D	Prado Station Wagon	PRIVATE	2016	9,600,000.00	7
37	KCD 409G	Toyota Fortuner	PRIVATE	2015	5,800,000.00	7
38	KCE 693D	Toyota Prado	PRIVATE	2016	9,600,000.00	7
39	KCE 052D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
40	KCE 053D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7

41	KCE 054D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
42	KCE 055D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
43	KBV 207J	Nissan Double Cab	PRIVATE	2011	1,700,000.00	4
44	KCE 056D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
45	KCE 057D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
46	KCE 058D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
47	KCE 059D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
48	KCE 060D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
49	KCE 061D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
50	KCE 062D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
51	KCE 063D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
52	KCE 064D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
53	KCE 065D	Toyota Land Cruiser	PRIVATE	2015	8,000,000.00	7
54	KCE 066D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
55	KCE 067D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
56	KCE 068D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
57	KCE 069D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
58	KCE 070D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
59	KCE 071D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
60	KCE 072D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
61	KCE 073D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
62	KCE 074D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
63	KCE 075D	Toyota Double Cab	PRIVATE	2015	5,000,000.00	4
64	KCE 688D	Toyota Double Cab	PRIVATE	2016	5,200,000.00	4
65	KCE 689D	Toyota Double Cab	PRIVATE	2016	5,200,000.00	4
66	KCE 694D	Toyota Prado	PRIVATE	2016	9,500,000.00	7
67	KCE 535D	Isuzu Bus	COMMERCIAL	2014	6,200,000.00	24
68	KBL 184A	Nissan Patrol	PRIVATE	2010	3,000,000.00	7
69	KBL 187A	Nissan Patrol	PRIVATE	2010	3,000,000.00	7
70	KCK 647U	Toyota Station Wagon	PRIVATE	2017	10,200,000.00	7
71	KCK 649U	Toyota Double Cab	PRIVATE	2017	5,800,000.00	4
72	KCK 650U	Toyota Double Cab	PRIVATE	2017	5,800,000.00	4
73	KCK 651U	Toyota Double Cab	PRIVATE	2017	5,800,000.00	4

***1.) KeNHA 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 1<sup>st</sup> November 2017 or as specified against each vehicle registration number and shall run up to 31<sup>st</sup> October, 2018.**



## 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 KeNHA.
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 KeNHA.

**FORM OF TENDER**

To:  
Name and address of procuring entity \_\_\_\_\_  
Tender No.  
Tender Name

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 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 \_\_\_\_\_ 2017

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

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

**Duly authorized to sign tender for and on behalf of**

**PRICE SCHEDULE FORM**

**KENYA NATIONAL HIGHWAY AUTHORITY**

PREMIUM SUMMARY

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT			EXCESS	RECOMMENDED LEAD UNDERWRITER
		Premium	Taxes- show separately all applicable taxes	Total Premium		

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 Kenya National Highways Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called KeNHA) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KeNHA 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) KeNHA’s Notification of Award
3. In consideration of the payments to be made by KeNHA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KeNHA to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KeNHA 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 KeNHA)

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) whichever applies to your type of business

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

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

Business \_\_\_\_\_ Name \_\_\_\_\_

.....

Location \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_ premises \_\_\_\_\_

.....

Plot \_\_\_\_\_ No. \_\_\_\_\_ Street/Road \_\_\_\_\_

.....

Postal Address \_\_\_\_\_ Tel. No. \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

.....

Nature \_\_\_\_\_ of \_\_\_\_\_ business \_\_\_\_\_

.....

Registration Certificate No. \_\_\_\_\_

.....

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

.....

Name \_\_\_\_\_ of \_\_\_\_\_ your \_\_\_\_\_ bankers \_\_\_\_\_ Branch \_\_\_\_\_

.....

## Part 2(a) – Sole Proprietor:

Your name in full \_\_\_\_\_ Age \_\_\_\_\_

.....

Nationality \_\_\_\_\_ Country of origin \_\_\_\_\_

Citizenship details \_\_\_\_\_

## Part 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 Kenya National Highways Authority (hereinafter called <KeNHA> 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 KeNHA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by KENHA 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 to KeNHA up to the above amount upon receipt of its first written demand, without KeNHA having to substantiate its demand, provided that in its demand KeNHA 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 Kenya National Highways Authority of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for 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 of .....20.....

SIGNED  
Board Secretary