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GENERAL MATHENGE ROAD, INDUSTRIAL AREA  
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NAKURU**

**TENDER NO.PPCK/ PROC/OT/1211/2023-2024**

**TENDER FOR PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES  
AND MOTORCYCLES**

**NAKURU COUNTY**

**CLOSING DATE : FRIDAY, 27<sup>TH</sup> JUNE, 2023**

**TIME: AT 11.00 A.M.**

# AUGUST, 2023

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## SECTION I - INVITATION FOR TENDERS

### TENDER NO. PPCK/PROC/OT/003/2023-2024 TENDER FOR PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES, AND MOTOR CYCLES

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- 1.1 The Pyrethrum Processing Company of Kenya Ltd (PPCK) invites sealed tenders from dully registered Insurance Firms (*underwriters*) for provision of Insurance services for motor vehicles, Tractors and motor cycles for the FY 2023/2024 a period of 12 months to be renewed annually at the sole discretion of PPCK upon satisfactory performance of the supplier and availability of budget.
- 1.2 Interested and eligible insurance firms (underwriters) may obtain further information from and inspect the tender documents at Procurement Office located at the PPCK Nakuru via emails: [md@pyrethrum.co.ke](mailto:md@pyrethrum.co.ke) and [Procurement@pyrethrum.co.ke](mailto:Procurement@pyrethrum.co.ke). Cell phone +254710403502 and +254732848252
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 (Kenya shillings One Thousand Only) in form of Banker's Cheque payable to Pyrethrum Processing Company Limited.
- 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 tender opening date.
- 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 PPCK reception Headquarter Nakuru so as to be received on or before the date and time as per the tender notice.
- 1.6 Tenders will be opened immediately thereafter in the presence of the insurance firms (underwriters) representatives who choose to attend at the Boardroom PPCK Headquarter Nakuru

CHIEF EXECUTIVE OFFICER

SECTION II - INSTRUCTION TO TENDERERS

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 PPCK's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 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 PPCK 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 PPCK, 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/= for hard copy and free for those who download.
- 2.2.3 PPCK 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 services
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form
  - (xii) Declaration Form

(xiii) 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 PPCK by post, fax or by email at PPCK's address indicated in the Invitation for tenders. PPCK will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by PPCK. 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 PPCK 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.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, PPCK, 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, PPCK, 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 PPCK, 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 Form of Tender 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 PPCK'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 is required to protect PPCK against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.

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

2.12.4 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



2.12.5 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

2.12.6 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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) If the tenderer reject correction of an arithmetic error in the tender.
- (c) in the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PPCK as non-responsive.

2.13.2 In exceptional circumstances, PPCK 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 (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 PPCK 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 the Closing date and time indicated on newspaper advertisement

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, PPCK 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 PPCK at the address specified under paragraph 2.15.2 not later than the Closing date and time indicated on tender notice.

2.16.2 PPCK 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 PPCK 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 PPCK 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 PPCK 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 PPCK will open all tenders in the presence of tenderers' representatives who choose to attend, at the Closing date and time indicated on tender notice 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 tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender and such other details as PPCK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 2.18.3 PPCK will prepare minutes of the tender opening, which will be submitted to tenderer's 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 PPCK 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 PPCK during 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 PPCK 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 PPCK 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, PPCK 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 PPCK'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 PPCK 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, PPCK 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 PPCK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 PPCK'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) PPCK 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 PPCK'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. PPCK 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 PPCK

2.23.1 Subject to paragraph 2.19 no tenderer shall contact PPCK 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 PPCK 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 PPCK 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 PPCK 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 PPCK 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 award, 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 PPCK 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 tenderer's of the grounds for PPCK's action. If PPCK determines that none of the tenders is responsive, PPCK shall notify each tenderer who submitted a tender.

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

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

## 2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, PPCK will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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

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 BUT not before expiry of 14 days 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 PPCK.

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

## 2.30 Corrupt or Fraudulent Practices

2.30.1 PPCK 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 PPCK 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 Tenderer's

The following information for the procurement of private security 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 Tenderer's

Instruction to tender reference	Particulars of Appendix to instructions to tenderers/
2.1.1 Eligible Tenderers	Kenyan Registered Insurance Firms (underwriters)
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 100,000/= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	120 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3 Bulky tenders	Delivered to The Ag
2.18.1 Opening of Tenders	<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: -

### All documents *MUST* be certified by a Commissioner of Oaths

1.	MANDATORY REQUIREMENTS	POINTS
a)	Submit valid tender security of Kshs.100,000/- and in the form stipulated in the tender document	YES/NO
b)	Certified copy of Registration as a member of AKI for the current year 2022	
c)	Certified copy of Certificate of Incorporation/Registration	
d)	Certified copy of Valid Tax Compliance Certificate from KRA	
e)	Certified Copy of PIN/VAT Certificate	
f)	Certified copy of current CR 12	
g)	Certified Copy of Current Business License from Nairobi City County or any other County where business is located	
h)	Completed Confidential Business Questionnaire Form	
J)	Duly completed, signed and stamped form of tender	
k)	Properly bound, good presented document. Loose documents will not be accepted.	
l)	All pages must be sequentially serialized as per the tender notice	

NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	Scores
a)	Experience;  1. Certified List of at least 5 major Corporate Clients and their recommendation letters. 2. Professional Indemnity limit/Re-insurance Kshs. 50 million 3. Certified Copies of most recent award letters/contract for provision of insurance services for motor vehicles at least five 5 major Corporate Clients	40  10 10 25
b)	Certified List of at least four 5 key professional staff and their CVs, copies of certificates and responsibilities	20
c)	Current Business License from Nairobi City County or any other County where business is located	10
d)	Certified audited accounts for the last three (3) years. Proof of financial stability.	15
e)	Least period used to settle previous claims upon presentation of all required documents. (Attach evidence of at least three claims) (Please indicate here)	10
	TOTAL TECHNICAL	100

### Qualification Mark



The qualification mark shall be **70 % (percent)** for a bidder to qualify for the financial evaluation.

3.	FINANCIAL EVALUATION	Scores
a)	Premium quoted: Lowest Premium quoted Scores 25 and prorated with premium quoted by other firms.	25
b)	Reputation of the underwriter: The financial strength of the underwriter. Gross premium, paid up capital	25
c)	Deductibles/ Riders/ Excess Premium. The lowest Deductibles/Excess Premium scores 25 and prorated with other offered Deductibles/Excess Premium.	25
d)	Benefit Limit: Highest benefits attract highest Score of 25 and prorated with offered benefit limits.	25
	<b>TOTAL FINANCIAL</b>	<b>100</b>

The formula for calculating the total combined scores is  $S = St * T\% + Sf * P\%$ . Where S is the combined technical and financial score; St is the technical score; T is the weight of the technical score (80); Sf is the financial score and P is the financial score (20)

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between PPCK 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 PPCK under the Contract.

- (d) "PPCK" 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 super ceded 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 PPCK'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 PPCK 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 PPCK'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 PPCK and shall be returned (all copies) to PPCK on completion of the contract's or performance under the Contract if so required by PPCK.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify PPCK 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 one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to PPCK the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to PPCK 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 PPCK and shall be in the form of Bank guarantee and in the format provided in the tender document only:
- 3.6.4 The performance security will be discharged by PPCK 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 PPCK in the schedule of requirements and the special conditions of contract
- 3.8. Payment
- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by PPCK, 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 PPCK'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 PPCK 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 PPCK's prior written consent.
- 3.11. Termination for Default
- 3.11.1 PPCK 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 PPCK.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract

- (c) If the Contract in the judgment of PPCK has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event PPCK 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 undelivered and the Contractor shall be liable to PPCK 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 PPCK 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 PPCK.

### 3.13. Termination for Convenience

3.13.1 PPCK 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 PPCK 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 PPCK 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

3.1.1 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 Special conditions of contract shall supplement the general conditions of contract, whether there is a conflict between GCC and the SCC, the provision of SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of Contract	Special condition of contract
3.6 Performance Security	A performance security of 5% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.7 Delivery of Services	2021/2022 financial year renewable for a further period of one year at sole discretion of PPK based on performance and available budget.
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notices	Pyrethrum Processing Company of Kenya Limited General Mathenge Road, Industrial Area P.O. Box 420-20100 Nakuru

## SECTION V - SCHEDULE OF REQUIREMENTS

### Background

The Pyrethrum Processing Company of Kenya Limited (PPCK) is a State Corporation established under the Ministry of Agriculture. As a leading Government Agency with the mandated to produce, manufacture and sell pyrethrum, PPCK has set aside funds for the provision of insurance services for motor vehicles and motor cycles for the financial year 2023/2024.

### Notes for preparing Schedule of Requirements

1. The schedule of Requirements shall be included in the tender documents by PPCK and shall cover, at the minimum, a description of the provision of insurance services of motor vehicles and motor cycles to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26



## ANNEX I: LIST OF MOTOR VEHICLES AND MOTOR CYCLES

Below is the list of motor vehicles and motor cycles and their current values for provision of insurance services. The insurer will be required to maintain the highest quality insurance services as is applicable at PPCK.

### MOTOR VEHICLE

No	REGION	REG. NO.	Make	WHETHER PETROL/ DIESEL	DATE INSURED	ESTIMATED VALUE
1	HQ	KAB 341B	Lorry Truck, Isuzu, type- High Sided Steel, colour- cream, propellant- Diesel, engine capacity- 8413cc, tare- weight- 6420kg			
2	HQ	KAH 452F	Lorry Truck, make- Mitsubishi, type- High Sided Wooden, colour- White, propellant- Diesel, engine capacity- 6551cc			
3	HQ	KAC 922G	Motor Vehicle, make- Nissan, type- Pickup, colour- White, propellant- Petrol, engine capacity- 1171cc			
4	HQ	KAL 779U	Motor Vehicle, make- Toyota, Type- Pickup, colour- beige, Propellant- Diesel, engine capacity- 2800cc			
5	HQ	KAL 782U	Motor Vehicle, make- Toyota, Type- Pickup, colour- White, Propellant- Diesel, engine capacity- 2446cc			
6	HQ	KAL 784U	Motor Vehicle, make- Toyota, Type- Pickup, colour- White, Propellant- Diesel, engine capacity- 2446cc			
7	HQ	KAL 391U	Motor Vehicle, make- Toyota, Type- Pickup, colour- White, Propellant- Diesel, engine capacity- 2775cc			
8	HQ	KAB 006B	Tractor, make- Massey Ferguson, colour- Red, propellant- Diesel, rating- 47hp.			
9	HQ	KAL 192U	M.V. Toyota, type- Pickup, colour- Beige, Propellant- Petrol, engine cap.- 2000cc			
10	HQ	KCD 054G	Yamaha Motor Bike			
11	HQ	KCD 056G	Yamaha Motor Bike			

12	HQ	KCD 057G	Yamaha Motor Bike			
13	HQ	KMFV 191C	Yamaha Motor Bike			
14	HQ	KMFV 192C	Yamaha Motor Bike			
15	HQ	KMFV 193C	Yamaha Motor Bike			
16	HQ	KMFV 194C	Yamaha Motor Bike			
17	HQ	KMFV 195C	Yamaha Motor Bike			
18	HQ	KMFV 196C	Yamaha Motor Bike			
19	HQ	KMFQ 006Q	Yamaha Motor Bike			
20	HQ	KMFQ 008Q	Yamaha Motor Bike			
21	HQ	KMFV 056C	HAOJUE			
22	HQ	KMFV 057C	HAOJUE			
23	HQ	KMFV 058C	HAOJUE			
24		KMFV 059C	HAOJUE			
25		KCD 054G	Yamaha Motor Bike			
26		KCD 056G	Yamaha Motor Bike			
27		KCD 057G	Yamaha Motor Bike			
28		KMFV 191C	Yamaha Motor Bike			
29		KMFV 192C	Yamaha Motor Bike			
30		KMFV 193C	Yamaha Motor Bike			
31		KMFV 194C	Yamaha Motor Bike			
32		KMFV 195C	Yamaha Motor Bike			
33		KMFV 196C	Yamaha Motor Bike			
34		KMFQ 006Q	Yamaha Motor Bike			
35		KMFQ 008Q	Yamaha Motor Bike			
36		KMFV 056C	HAOJUE			
37		KMFV 057C	HAOJUE			
38		KMFV 058C	HAOJUE			
39		KMFV 059C	HAOJUE			



## 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 - As per the tender document the tenderer shall provide tender security in the form included hereinafter.
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 PPCK.

# Form of Tender

To: PPCK

Date .....

Tender No. PPCK/PROC/OT/003/2023-2024

Tender Name: PROVISION OF INSURANCE SERVICES FOR MOTOR VEHICLES AND MOTOR CYCLES

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 for motor vehicles and motor cycles 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 insurance services for motor vehicles and motor cycles 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 \_\_\_\_\_ 2023

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

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

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

PRICE SCHEDULE FORM

PYRETHRUM PROCESS COMPANY OF KENYA LIMITED

PRICE SUMMARY

S/No.	Description	Policy/Class	Quantity	Premium (Kshs.)	Total Premium (Kshs.)	Excess

We undertake, if our tender is accepted, to provide insurance services for motor vehicles and motor cycles in accordance with the details specified herein above.

Name of the Bidder Firm.....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal: .....

CONTRACT FORM

\*\*(To be signed after the award of a contract)

THIS AGREEMENT is made on the ..... day of ..... 20 .....  
between the Pyrethrum Processing Company of Kenya Limited P. O. Box 420-20100,  
Nairobi, Kenya hereinafter called "the

Employer" of the one part and M/S .....  
(Contractor) of P. O . ..... (address) hereinafter called "the  
Contractor" of the other part.

WHEREAS the Employer is desirous that certain service should be executed, viz.

and has accepted a tender by the tenderer for Provision of Insurance Services for Motor  
Vehicles and Motor Cycles in the sum of \_\_\_\_\_  
\_\_\_\_\_ [contract price in words in figures] (hereinafter called "the  
Contract Price").

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract hereinafter referred to.

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 dated.....
- (b) The Schedule of Requirements
- (c) The Details of security
- (d) The General Conditions of Contract
- (e) The Special Conditions of Contract; and
- (f) The Notification of Award and Acceptance

Other documents as may be agreed and listed

In consideration of the payments to be made by PPCK to the tenderer as hereinafter mentioned,  
the tenderer hereby covenants with PPCK to provide insurance for Motor Vehicles and Motor  
Cycles and to remedy defects therein in conformity in all respects with the provisions of the  
Contract.

The Employer 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 AND DELIVERED

By the said Employer: .....Date.....  
(Ag Chief Executive Officer Pyrethrum Processing  
Company of Kenya Limited)For and on behalf of  
the said Employer

In the presence of: .....  
(Name and Designation of Witness)  
.....Date.....  
(Signature of Witness)  
.....  
(Address Of witness)

By the said Contractor:  
.....Date.....  
(Signature)  
.....  
(Name of the Director)

In the presence of: .....  
(Name and Designation of Witness)  
.....  
(Signature of Witness)  
.....  
(Address Of witness)



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.....

Party 2(b) – Partnership

Give details of partners as follows

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

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

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

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 for motor vehicles and motor cycles (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 Urban Roads Authority (hereinafter called <PPCK> 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 PPCK on the Form; or
- 1. If the bidder refuses to accept the correction of errors in his bid or,
- 3. If the tender, having been notified of the acceptance of its tender by PPCK during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to PPCK up to the above amount upon receipt of its first written demand, without PPCK having to substantiate its demand, provided that in its demand PPCK 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.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS ..... DATE .....

ADDRESS OF THE WITNESS .....

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

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 Pyrethrum Processing Company of Kenya Limited 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  
Chief Executive Officer