

REPUBLIC OF KENYA
COUNTY GOVERNMENT OF UASIN GISHU



TENDER DOCUMENT
FOR
PROVISION OF MOTOR VEHICLES INSURANCE
SERVICES (UNDERWRITER)

TENDER No.: CGU/RDS/T/005/2018/2019

NEGOTIATION No. 700791

CLOSING DATE: 1ST JANUARY, 2019 AT 10:30AM

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SECTION I - INVITATION FOR TENDERS

Date 17/12/2018

TENDER REF. NO. CGU/RDS/T/005/2018/2019

TENDER NAME: PROVISION OF MOTOR VEHICLES INSURANCE SERVICES

- 1.1 The County Government of Uasin Gishu invites sealed tenders from INSURANCE UNDERWRITER for **PROVISION OF MOTOR VEHICLES INSURANCE SERVICES**.
- 1.2 Interested eligible candidates who may experience challenges in accessing and uploading their tender in the IFMIS tender portal should contact IFMIS HelpDesk portal (<http://ifmishelpdesk.ifmis.go.ke>) or (Tel. 0800721477/0204801801 at the Treasury or Contat County Government of Uasin gishu **Supply chain Management Offices, Town Hall Room 19** during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates free of charge from the county website: www.uasingishu.go.ke or IFMIS Supplier Portal: <http://supplier.treasury.go.ke> OR procurement portal
- 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 uploaded in to the IFMIS Suppliers Portal (<http://supplier.treasury.go.ke>) so as to be received on or before **Tuesday, 1st January, 2019 at 10:30am.**
- 1.6 Preliminary and Technical bid Documents shall be opened immediately after the closing date online and the suppliers shall receive notification on the opening date of commercial bids which shall be projected at the county chambers –Town Hall. Bidders or their representative may attended the commercial opening.

CHIEF OFFICER

**ROADS, TRANSPORT
UASIN GISHU COUNTY**

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 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1000.00.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of 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 the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

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

2.5 Amendment of Tender Documents

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

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

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

2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

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

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

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

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

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

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

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

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

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

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

2.12.8 The tender security may be forfeited:

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE **(Tuesday, 1st January, 2019 at 10:30am.)**”

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **(Tuesday, 1st January, 2019 at 10:30am.)**

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

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

2.17. Modification and Withdrawal of Tenders

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed

by a signed confirmation copy, postmarked 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(Tuesday, 1st January, 2019 at 10:30am.)** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.
- (a) operational plan proposed in the tender;
 - (b) deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary

evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

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

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that non of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

2.26.3 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

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

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

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

2.28 Signing of Contract

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

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

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

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

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.
5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

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

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>	
2.1	Only the Underwriters are eligible to participate	
2.12	Must Upload copy of Original Tender security (Bid Bond) of Kshs. 800,000.00 from PPOA/PPRA Authorized Institution Valid for 150 days from the date of opening	
2.18	Tender shall close automatically through the IFMIS portal on Tuesday, 1st January, 2019 at 10:30am.	
2.13	Validity of the tender shall b 120days	
2.20		<u>MANDATORY REQUIREMENT</u>
	M1	Must Upload Certified copy of Business Registration/Incorporation Certificate.
	M2	Must Upload Copy of Valid Tax Compliance Certificate
	M3	Must Upload copy of Original Tender security (Bid Bond) of Kshs. 800,000.00 from PPOA/PPRA Authorized Institution Valid for 150 days from the date of opening.
	M4	Must Upload the Submitted document in the right format- All forms completely filled, signed and rubber stamped, (Form of Tender, Business Questionnaire, Price Schedule.
	M5	Must Upload current member of the Association of Kenya Insurance (AKI) (2018)
	M6	Must Upload copy of current Registration from Commissioner of Insurance
NOTE: Candidate missing any of the above mandatory Requirement shall not proceed to Technical Evaluation Stage		
2.15.2 (b)	1 st JANUARY, 2019 at 10:30am)	
2.16.1	<i>As 2.15.2 (b) above</i>	
2.18.1	<i>As 2.15.2 (b) above</i>	
	<u>TECHNICAL EVALUATION CRITERIA</u>	

2.22	<p>1. PAST PERFORMANCE (i) Provide list of five reputable clients from public institution. (Attach Contract agreement/LSO) (2Marks each) (ii) clients above must have done accumulative annual premiums of not less than 500M for the Year 2016 and 2017 (Upload an extract part of the audited financial report as evident) (10 marks)</p>	20
	<p>2. KEY PERSONNEL List at least ten (10) key professional staff and specify portfolio/tasks in your organization (upload CVs for the personnel) (2 marks each)</p>	20
	<p>3. LIQUIDITY Upload a copy of certified (Commissioner of oath/Magistrate) audited accounts for the year 2017 showing the following ratios:- (a) Profitability margin (i) A margin above 30% will score (10 marks) (ii) 10-29 % (5marks); (iii) 1-9% - (1mark) and (iv) below 1% (0 marks) Formula= $\frac{\text{Gross profit} \times 100}{\text{Sales}}$ (b) Liquidity Ratio (current ratio) (i) 2:1 – 10 marks; (ii) 1:1 – 5marks; (iii) 0.5:1- 1marks (iv) less than 0.5:1- 0 marks Formula = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$</p>	20
	(c) Must have done annual gross premiums in 2016 or 2017 year of Kshs.500,000,000. 00. (Upload evidence)	15
	(d) Must have paid up capital of at least Kshs.200, 000,000.00. (Upload evidence)	15
	<p>4. LITIGATION HISTORY Certificate of none Litigation issues – certified by commissioner of oath or magistrate. (Upload evidence)</p>	10
<p>N/B: Bidders who score 70% and above shall proceed to Financial stage</p>		
<p>FINANCIAL EVALUATION CRITERIA.</p> <ul style="list-style-type: none"> • Shall be the ranking of successful bids from Technical stage 		
2.24	<p>POST QUALIFICATION STAGE</p> <ul style="list-style-type: none"> • Shall be done to confirm authenticity of the information provided by the successful bid. 	

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

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

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

a) Cash.

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

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

3.7. Delivery of services and Documents

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

3.8. Payment

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

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

3.9. Prices

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

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

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

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

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.
3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.
4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. CONDITIONS TO BE MET BY THE INSURANCE COMPANY

	<u>MANDATORY REQUIREMENT</u>
M1	Must Upload Certified copy of Business Registration/Incorporation Certificate.
M2	Must Upload Copy of Valid Tax Compliance Certificate
M3	Must Upload copy of Original Tender security (Bid Bond) of Kshs. 800,000.00 from PPOA/PPRA Authorized Institution Valid for 150 days from the date of opening.
M4	Must Upload the Submitted document in the right format-All forms completely filled, signed and rubber stamped, (Form of Tender, Business Questionnaire, Price Schedule.
M5	Must Upload current member of the Association of Kenya Insurance (AKI) (2018)
M6	Must Upload copy of current Registration from Commissioner of Insurance

(Modify as necessary)

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	Shall be 5% of the total sum and be provided within 30 days after the tender notice
3.7 Delivery of Services	Shall be done on request by the Director Supply chain Management Services.
3.8 Payment	Payment shall be done after delivery of the stickers.

3.9 Price adjustment	Prices may be put on prorata basis
3.16 Applicable law	KENYA LAW
3.18 Notices	COUNTY SECRETARY, COUNTY GOVERNMENT OF UASIN GISHU Box 40-30100 ELDORET.

SECTION V - SCHEDULE OF REQUIREMENTS

Notes for preparing Schedule of Requirements.

1. The schedule of Requirements shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the insurance cover to be provided and full particulars of the same.
2. The objectives of the schedule of requirements is 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

SECTION V - SCHEDULE OF REQUIREMENTS

1. (DETAILS OF INSURANCE COVERS)

No.	Particulars of Insurance	Value to be insured	Risks to be covered
1.	Light Motor Vehicles	193,860,054.00	Comprehensive
2.	Commercial	116,171,336.00	Comprehensive
3.	Lorries	353,077,685.00	Comprehensive
4.	Tractors	38,495,160.00	Comprehensive
5.	Plants and machineries	786,729,275.00	Comprehensive
6.	Motor Cycles	14,763,250.00	Comprehensive
	TOTAL	1,503,096,760.00	Comprehensive

SECTION VI - STANDARD FORMS

Notes on the standard Forms

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

Form of Tender

To:

Date

Name and address of procuring entity

TENDER No.: CGU/RDS/T/005/2018/2019, NEGOTIATION No. 700791

TENDER NAME: PROVISION FOR MOTOR VEHICLE INSURANCE SERVICES

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 120 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

TENDER No.: CGU/RDS/T/005/2018/2019, NEGOTIATION No. 700791

TENDER NAME: PROVISION FOR MOTOR VEHICLE INSURANCE SERVICES

1. LIGHT VEHICLES.

S/NO	REG NO.	MAKE/MODEL	BODY TYPE	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
1.	GVN 027A	M/BENZ	SALOON	5,638,624.00	
2.	GVN 027B	TOYOTA PRADO	SUV	5,660,140.00	
3.	27 CG 026A	TOYOTA PRADO	SUV	7,314,805.00	
4.	KBW 982V	TOYOTA PRADO	SUV	2,718,802.00	
5.	KBQ 193D	MITSUBISHI PAJERO	SUV	2,340,000.00	
6.	27 CG 005A	TOYOTA FORTUNER	SUV	3,677,765.00	
7.	KBU 689T	FORD EVEREST	SUV	2,465,340.00	
8.	27 CG 004A	TOYOTA FORTUNER	SUV	3,303,755.00	
9.	KBU 688T	FORD EVEREST	SUV	2,078,620.00	
10.	KBU 681T	FORD EVEREST	SUV	1,740,240.00	
11.	KBU 687T	FORD EVEREST	SUV	1,885,260.00	
12.	27 CG 028A	TOYOTA CORROLA	SALOON	2,628,496.00	
13.	KCD 280G	LANDROVER	SUV	3,852,500.00	
14.	KCD 281G	LAND ROVER	SUV	3,392,500.00	
15.	KCD 282G	LAND ROVER	SUV	3,047,500.00	
16.	KCD 283G	LAND ROVER	SUV	3,335,000.00	
17.	KCD 284G	LAND ROVER	SUV	2,932,500.00	
18.	KCD 285G	LAND ROVER	SUV	3,392,500.00	
19.	27CG056A	CHEVROLET TRAILBLAZER	SUV	5,910,000.00	
20.	27 CG 006A	TOYOTA FORTUNER	SUV	3,927,105.00	
21.	27 CG 007A	TOYOTA FORTUNER	SUV	3,116,750.00	
22.	27 CG 008A	TOYOTA FORTUNER	SUV	3,303,755.00	
23.	27 CG 009A	TOYOTA FORTUNER	SUV	4,176,445.00	
24.	27 CG 010A	TOYOTA FORTUNER	SUV	3,428,425.00	
25.	27 CG 025A	TOYOTA FORTUNER	SUV	4,484,397.00	
26.	27 CG 042A	TOYOTA FORTUNER	SUV	4,484,397.00	
27.	KBG 257C	KIA	SALOON	380,000.00	
28.	KAR 130L	TOYOTA COROLLA	SALOON	200,000.00	
29.	KAW 729Z	NISSAN	D/CABIN	676,660.00	
30.	KAW 709Z	TOYOTA	D/CABIN	260,000.00	
31.	KAW 788Z	NISSAN	D/CABIN	706,080.00	
32.	KAW 802Z	TOYOTA	D/CABIN	240,000.00	
33.	KBQ 148D	TOYOTA D CAB	D/CABIN	1,120,000.00	
34.	KBU 682T	TOYOTA D CAB	D/CABIN	1,568,923.00	
35.	KBU 667T	TOYOTA D CAB	D/CABIN	1,810,296.00	
36.	KBZ 401D	TOYOTA D CAB	D/CABIN	2,383,298.00	
37.	KBZ 402D	TOYOTA D CAB	D/CABIN	2,250,893.00	
38.	KBZ 403D	TOYOTA D ACB	D/CABIN	2,250,893.00	
39.	KBZ 404D	TOYOTA D CAB	D/CABIN	2,603,974.00	

40.	KCD 265G	ISUZU D MAX	D/CABIN	1,760,000.00	
41.	KCD 272G	ISUZU D MAX	D/CABIN	2,520,000.00	
42.	KCD 273G	ISUZU D MAX	D/CABIN	2,240,000.00	
43.	KCD 274G	ISUZU D MAX	D/CABIN	2,520,000.00	
44.	KCD 276G	ISUZU D MAX	D/CABIN	2,680,000.00	
45.	KCD 277G	ISUZU D MAX	D/CABIN	2,520,000.00	
46.	27 CG 030A	ISUZU D MAX	D/CABIN	3,000,000.00	
47.	27 CG 031A	ISUZU D MAX	D/CABIN	2,880,000.00	
48.	27 CG 032A	ISUZU D MAX	D/CABIN	2,880,000.00	
49.	27 CG 039A	TOYOTA	D/CABIN	3,564,432.00	
50.	27 CG 040A	TOYOTA	D/CABIN	3,920,875.00	
51.	27 CG 041A	TOYOTA	D/CABIN	3,920,875.00	
52.	27 CG 038A	TOYOTA	D/CABIN	3,717,194.00	
53.	27 CG 027A	TOYOTA	D/CABIN	2,880,000.00	
54.	KBZ 337D	TOYOTA	D/CABIN	2,118,487.00	
55.	KBQ 145D	TOYOTA	PICK UP	1,320,000.00	
56.	KBY 396C	FORD RANGER	PICK UP	1,652,640.00	
57.	27CG001A	MISTSUBISHI	MATATU BUILT PICKUP	2,014,020.00	
58.	27CG002A	MISTSUBISHI	MATATU BUILT PICKUP	2,014,020.00	
59.	27CG062A	FOTON	D/CABIN	4,225,000.00	
60.	27CG064A	FOTON	D/CABIN	4,225,000.00	
61.	27CG065A	FOTON	D/CABIN	4,225,000.00	
62.	27CG067A	FOTON	D/CABIN	4,225,000.00	
63.	27CG068A	FOTON	D/CABIN	4,225,000.00	
64.	27CG078A	FOTON	D/CABIN	4,225,000.00	
65.	27 CG 003A	MISTSUBISHI	MATATU BUILT PICKUP	2,014,020.00	
66.	27 CG 011A	MITSUBISHI	MATATU BUILT PICKUP	1,983,960.00	
67.	KAR 553L	TOYOTA	PICK UP	252,000.00	
68.	KBZ 430D	TOYOTA D/CAB	D/CABIN	2,250,893.00	
69.	KAR 562L	TOYOTA HIACE	PASSENGE R	1,200,000.00	
SUBTOTAL				193,860,054	

2. COMMERCIAL

S/NO	REG NO.	MAKE/MODEL	BODY TYPE	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
70.	KBZ 977F	TOYOTA HIACE	AMBULAN CE	1,200,000.00	
71.	KBZ 944F	TOYOTA HIACE	AMBULAN CE	1,200,000.00	
72.	KCE 011D	TOYOTA LAND CRUISER	AMBULAN CE	5,395,000.00	
73.	KCE 012D	TOYOTA LAND CRUISER	AMBULAN CE	5,561,000.00	
74.	KCD 013D	TOYOTA LAND CRUISER	AMBULAN CE	6,059,000.00	
75.	KCD 014D	TOYOTA LAND CRUISER	AMBULAN CE	6,391,000.00	
76.	KCD 242G	TOYOTA LAND CRUISER	AMBULAN CE	4,233,000.00	
77.	KCD 238G	TOYOTA LAND CRUISER	AMBULAN CE	5,561,000.00	
78.	KCD 239G	TOYOTA LAND CRUISER	AMBULAN CE	5,229,000.00	
79.	KCD 217G	TOYOTA LAND CRUISER	AMBULAN CE	5,146,000.00	
80.	KCD 218G	TOYOTA LAND CRUISER	AMBULAN CE	5,146,000.00	
81.	KCD 219G	TOYOTA LAND CRUISER	AMBULAN CE	5,561,000.00	
82.	27CG081A	HONDA CRV	SUV	5,937,386.00	
83.	27CG082A	TOYOTA FORTUNER		8,355,900.00	
84.	27CG094A	TOYOTA FORTUNER	SUV	8,355,900.00	
85.	27CG086A	TOYOTA LANDCRUISER PRADO	SUV	10,436,000.00	
86.	27CG095A	TOYOTA HILUX	D/CABIN	6,114,150.00	
87.	27CG096A	TOYOTA LANDCRUISER	PICK UP	6,292,000.00	
88.	27CG097A	TOYOTA HILUX	D/CABIN	6,999,000.00	
89.	27CG098A	TOYOTA HILUX	D/CABIN	6,999,000.00	
SUB TOTAL				11,171,336.00	

3. LORRIES/HEAVY MACHINERIES

S/NO	REG NO.	MAKE/MODEL	BODY TYPE	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
90.	KBZ 417D	MITSUBISHI	CANTER	2,602,530.00	
91.	KBW 836V	ISUZU	HIAB	3,575,000.00	
92.	KBY 998C	MITSUBISHI	CANTER	2,478,600.00	
93.	27 CG 024A	MITSUBISHI CANTER	FUEL TANKER	4,057,900.00	
94.	27 CG 033A	MITSUBISHI CANTER	MOBILE WORKSHO P	15,225,000.00	
95.	27 CG 036A	EICHER		3,575,000.00	
96.	KBZ 940G	MITSUBISHI	MOBILE CLINIC	16,280,000.00	
97.	KBY 410C	ISUZU	WATER BOOZER	5,858,640.00	
98.	KBY 409C	ISUZU	WATER BOOZER	6,265,490.00	
99.	KBY 472C	ISUZU	WATER BOOZER	5,451,790.00	
100.	KAH 022Y	ISUZU	TIPPER	1,320,000.00	
101.	KBG 223C	ISUZU	TIPPER	1,440,000.00	
102.	KAN 063P	ISUZU	TIPPER	800,000.00	
103.	KBU 745T	ISUZU	TIPPER	6,275,985.00	
104.	KBU 746T	ISUZU	TIPPER	6,496,195.00	
105.	KCA 250F	ISUZU	TIPPER	7,129,080.00	
106.	KCA 289F	ISUZU	TIPPER	7,242,240.00	
107.	KCA 290F	ISUZU	TIPPER	7,355,400.00	
108.	KCA 288F	ISUZU	TIPPER	7,355,400.00	
109.	KCA 273F	ISUZU	TIPPER	6,223,800.00	
110.	KCA 274F	ISUZU	TIPPER	8,147,520.00	
111.	KCA 287F	ISUZU	TIPPER	7,468,560.00	
112.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
113.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
114.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
115.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
116.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
117.	UNREGISTERED	ISUZU	TIPPER	11,609,000.00	
118.	KCA 480F	ISUZU	SIDE LOADER	7,391,615.00	
119.	KCA 481F	ISUZU	SIDE LOADER	6,911,640.00	
120.	KCA 286F	ISUZU	SIDE LOADER	6,911,640.00	
121.	KBJ 717U	ISUZU	SIDE LOADER	4,400,000.00	

122.	KCA 479F	ISUZU	SKIPLOADER	7,403,500.00	
123.	KBZ 352D	ISUZU	SKIPLOADER	6,630,000.00	
124.	27CG057A	MAN	SKIPLOADER	9,913,200.00	
125.	KCA 440F	ISUZU	PRIME MOVER	10,137,960.00	
126.	27CG083A	ISUZU	PRIME MOVER	15,500,000.00	
127.	27CG084A	ISUZU	PRIME MOVER	15,500,000.00	
128.	KCE 020D	SINO TRUCK	FIRE ENGINE	26,040,000.00	
129.	UNREGISTERED	GENERAL 5	FIRE ENGINE	3,000,000.00	
130.	UNREGISTERED	GENERAL 6	FIRE ENGINE	2,240,000.00	
131.	27CG055A	LAND ROVER	FIRE ENGINE	9,954,000.00	
132.	KAB 362Q	RANAULT	FIRE ENGINE	7,920,000.00	
133.	ZE 8508	RANDON	LOW BED	2,546,000.00	
134.	27CGZ004	BHACHU	LOW BED	4,200,000.00	
135.	27CGZ005	BHACHU	LOW BED	4,200,000.00	
SUB TOTAL				353,077,685	

4. TRACTORS

S/NO	REG NO.	MAKE/MODEL	BODY TYPE	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
136.	KBY 631C	NEWHOLLAND	TRACTOR	3,350,080.00	
137.	KBG 229C	NEW HOLLAND	TRACTOR	2,450,000.00	
138.	KBY 671C	NEWHOLLAND	TRACTOR	3,350,080.00	
139.	KAB 201Q	MASSEY FERGUSON	TRACTOR	915,000.00	
140.	KAR 147L	MASSEY FERGUSON	TRACTOR	650,000.00	
141.	KAW 790Z	MASSEY FERGUSON	TRACTOR	1,380,000.00	
142.	KAW 814Z	MASSEY FERGUSON	TRACTOR	1,120,000.00	
143.	27 CG 023A	MARCOMICK	TRACTOR	3,080,000.00	
144.	27CG029A	MARCOMICK	TRACTOR	3,200,000.00	
145.	27CG074A	MARCOMICK	TRACTOR	3,500,000.00	
146.	27CG075A	MARCOMICK	TRACTOR	3,500,000.00	
147.	27CG076A	MARCOMICK	TRACTOR	4,000,000.00	
148.	27CG077A	MARCOMICK	TRACTOR	4,000,000.00	
149.	27CG080A	MARCOMICK	TRACTOR	4,000,000.00	
SUB TOTAL				38,495,160.00	

5. PLANTS

S/NO	REG NO.	MAKE/MODEL	BODY TYPE	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
150.	KAB 167Q	KOMATSU	GRADER	2,790,000.00	
151.	KAW 230Z	KOMATSU	GRADER	3,200,000.00	
152.	KAW 728Z	KOMATSU	GRADER	4,900,000.00	
153.	KCA 223F	CATERPILLAR	GRADER	21,924,800.00	
154.	KCA 224F	CATERPILLAR	GRADER	21,307,200.00	
155.	KCA 225F	CATERPILLAR	GRADER	21,307,200.00	
156.	KCA 226F	CATERPILLAR	GRADER	21,621,600.00	
157.	KCA 227F	CATERPILLAR	GRADER	21,307,200.00	
158.	KCA 228F	CATERPILLAR	GRADER	22,239,360.00	
159.	KCA 229F	CATERPILLAR	GRADER	21,621,600.00	
160.	KCA 240F	CATERPILLAR	GRADER	22,851,200.00	
161.	KCA 241F	CATERPILLAR	GRADER	21,616,000.00	
162.	27 CG 020A	CATERPILLAR	GRADER	23,345,000.00	
163.	27 CG 021A	CATERPILLAR	GRADER	27,013,500.00	
164.	27 CG 022A	CATERPILLAR	GRADER	26,346,500.00	
165.	KBZ 374D	HYUNDAI	EXCAVATOR	11,380,380.00	
166.	KBZ 379D	HYUNDAI	EXCAVATOR	11,725,240.00	
167.	KBZ 378D	HYUNDAI	EXCAVATOR	13,939,863.00	
168.	KBZ 990D	CATERPILLAR	BACK HOE	6,841,824.00	
169.	KBZ 991D	CATERPILLAR	BACK HOE	6,751,800.00	
170.	KCA 203F	CATERPILLAR	BACK HOE	6,031,608.00	
171.	KCD 262G	CATERPILLAR	ROLLER	8,279,040.00	
172.	KCD 263G	CATERPILLAR	ROLLER	7,786,240.00	
173.	KCD 264G	CATERPILLAR	ROLLER	8,870,400.00	
174.	UNREGISTERD	JCB	BACK HOE	9,000,000.00	
175.	UNREGISTERED	JCB	BACK HOE	9,000,000.00	
176.	KBZ 932D	DOOSAN	WHEEL SHOVEL	8,562,400.00	
177.	KBZ 338D	SHANTUI	DOZER	14,651,584.00	
178.	27 CG 018A	SHANTUI	DOZER	14,344,368.00	
179.	27CG019A	SHANTUI	DOZER	14,344,368.00	
180.	UNREGISTERED	SHANTUI	DOZER	23,100,000.00	
181.	UNREGISTERED	SHANTUI	DOZER	23,100,000.00	
182.	UNDELIVERED	SHANTUI	DOZER	23,100,000.00	
183.	KAL 321M	KOMATSU	TRACK SHOVEL	3,640,000.00	
184.	UNREGISTERED	FORD E250	AMBULANCE	10,000,000.00	
185.	UNREGISTERED	PIERCE	FIRE ENGINE	6,000,000.00	
186.	27CG058A	CATERPILLAR	PADFOOT ROLLER	9,650,000.00	

187.	27CG059A	CATERPILLAR	PADFOOT ROLLER	9,650,000.00	
188.	27CG060A	CATERPILLAR	PADFOOT ROLLER	9,650,000.00	
189.	27CG085A	ISUZU	TIPPER	11,609,000.00	
190.	27CG088A	ISUZU FRR	CANTER	5,380,000.00	
191.	27CG089A	KOBELCO	CRAWLER EXCAVAT OR	19,650,000.00	
192.	27CG090A	KOBELCO	CRAWLER EXCAVAT OR	19,650,000.00	
193.	27CG091A	KOBELCO	CRAWLER EXCAVAT OR	19,650,000.00	
194.	UNREGISTERED	KOBELCO	LONG ARM EXCAVAT OR	39,500,000.00	
195.	UNREGISTERED	KOBELCO	LONG ARM EXCAVAT OR	39,500,000.00	
196.	UNREGISTERED	KOBELCO	LONG ARM EXCAVAT OR	39,500,000.00	
197.	UNREGISTERED	KOBELCO	LONG ARM EXCAVAT OR	39,500,000.00	
SUB TOTAL				786,729,275.00	

6. MOTOR CYCLES

S/NO	REG NO.	MAKE/MODEL	ESTIMATE FORCED SALES VALUE FOR GOVERNMENT	PREMIUM COST
198.	27CG120A	YAMAHA 125CC	135,641.25	
199.	27CG108A	YAMAHA 125CC	135,641.25	
200.	27CG110A	YAMAHA 125CC	135,641.25	
201.	27CG115A	YAMAHA 125CC	135,641.25	
202.	27CG106A	YAMAHA 125CC	135,641.25	
203.	27CG104A	YAMAHA 125CC	135,641.25	
204.	27CG111A	YAMAHA 125CC	135,641.25	
205.	27CG102A	YAMAHA 125CC	135,641.25	
206.	27CG105A	YAMAHA 125CC	135,641.25	
207.	27CG103A	YAMAHA 125CC	135,641.25	
208.	27CG112A	YAMAHA 125CC	135,641.25	
209.	27CG109A	YAMAHA 125CC	135,641.25	
210.	27CG114A	YAMAHA 125CC	135,641.25	
211.	27CG117A	YAMAHA 125CC	135,641.25	
212.	27CG116A	YAMAHA 125CC	135,641.25	
213.	27CG107A	YAMAHA 125CC	135,641.25	
214.	27CG101A	YAMAHA 125CC	135,641.25	
215.	27CG119A	YAMAHA 125CC	135,641.25	
216.	27CG118A	YAMAHA 125CC	135,641.25	
217.	27CG122A	YAMAHA 125CC	135,641.25	
218.	27CG123A	YAMAHA 125CC	135,641.25	
219.	27CG124A	YAMAHA 125CC	135,641.25	
220.	27CG125A	YAMAHA 125CC	135,641.25	
221.	27CG126A	YAMAHA 125CC	135,641.25	
222.	27CG127A	YAMAHA 125CC	135,641.25	
223.	27CG128A	YAMAHA 125CC	135,641.25	
224.	27CG129A	YAMAHA 125CC	135,641.25	
225.	27CG130A	YAMAHA 125CC	135,641.25	
226.	27CG131A	YAMAHA 125CC	135,641.25	
227.	27CG132A	YAMAHA 125CC	135,641.25	
228.	27CG133A	YAMAHA 125CC	135,641.25	
229.	27CG134A	YAMAHA 125CC	135,641.25	
230.	27CG135A	YAMAHA 125CC	135,641.25	
231.	27CG136A	YAMAHA 125CC	135,641.25	
232.	27CG137A	YAMAHA 125CC	135,641.25	
233.	27CG138A	YAMAHA 125CC	135,641.25	
234.	27CG139A	YAMAHA 125CC	135,641.25	
235.	27CG140A	YAMAHA 125CC	135,641.25	
236.	27CG141A	YAMAHA 125CC	135,641.25	

237.	27CG142A	YAMAHA 125CC	135,641.25	
238.	27CG144A	HONDA 125CC	145,900.00	
239.	27CG142A	HONDA 125CC	145,900.00	
240.	27CG143A	HONDA 125CC	145,900.00	
241.	27CG 144A	HONDA 125CC	145,900.00	
242.	27CG145A	HONDA 125CC	145,900.00	
243.	27CG146A	HONDA 125CC	145,900.00	
244.	27CG147A	HONDA 125CC	145,900.00	
245.	27CG148A	HONDA 125CC	145,900.00	
246.	27CG149A	HONDA 125CC	145,900.00	
247.	27CG150A	HONDA 125CC	145,900.00	
248.	27CG151A	HONDA 125CC	145,900.00	
249.	27CG152A	HONDA 125CC	145,900.00	
250.	27CG153A	HONDA 125CC	145,900.00	
251.	27CG154A	HONDA 125CC	145,900.00	
252.	27CG155A	HONDA 125CC	145,900.00	
253.	27CG156A	HONDA 125CC	145,900.00	
254.	27CG157A	HONDA 125CC	145,900.00	
255.	27CG158A	HONDA 125CC	145,900.00	
256.	27CG159A	HONDA 125CC	145,900.00	
257.	27CG160A	HONDA 125CC	145,900.00	
258.	27CG 161A	HONDA 125CC	145,900.00	
259.	27CG162A	HONDA 125CC	145,900.00	
260.	27CG163A	HONDA 125CC	145,900.00	
261.	27CG164A	HONDA 125CC	145,900.00	
262.	27CG165A	HONDA 125CC	145,900.00	
263.	27CG166A	HONDA 125CC	145,900.00	

264.	27CG167A	HONDA 125CC	145,900.00	
265.	27CG168A	HONDA 125CC	145,900.00	
266.	27CG169A	HONDA 125CC	145,900.00	
267.	27CG170A	HONDA 125CC	145,900.00	
268.	27CG171A	HONDA 125CC	145,900.00	
269.	27CG172A	HONDA 125CC	145,900.00	
270.	27CG173A	HONDA 125CC	145,900.00	
271.	27CG174A	HONDA 125CC	145,900.00	
272.	27CG175A	HONDA 125CC	145,900.00	
273.	27CG176A	HONDA 125CC	145,900.00	
274.	27CG177A	HONDA 125CC	145,900.00	
275.	27CG178A	HONDA 125CC	145,900.00	
276.	27CG179A	HONDA 125CC	145,900.00	
277.	27CG180A	HONDA 125CC	145,900.00	
278.	27CG181A	HONDA 125CC	145,900.00	
279.	27CG182A	HONDA 125CC	145,900.00	
280.	27CG183A	HONDA 125CC	145,900.00	
281.	27CG184A	HONDA 125CC	145,900.00	
282.	27CG185A	HONDA 125CC	145,900.00	
283.	27CG186A	HONDA 125CC	145,900.00	
284.	27CG187A	HONDA 125CC	145,900.00	
285.	27CG188A	HONDA 125CC	145,900.00	
286.	27CG189A	HONDA 125CC	145,900.00	
287.	27CG190A	HONDA 125CC	145,900.00	
288.	27CG191A	HONDA 125CC	145,900.00	
289.	27CG192A	HONDA 125CC	145,900.00	
290.	27CG193A	HONDA 125CC	145,900.00	

291.	27CG194A	HONDA 125CC	145,900.00	
292.	27CG195A	HONDA 125CC	145,900.00	
293.	27CG196A	HONDA 125CC	145,900.00	
294.	27CG197A	HONDA 125CC	145,900.00	
295.	27CG198A	HONDA 125CC	145,900.00	
296.	27CG199A	HONDA 125CC	145,900.00	
297.	27CG200A	HONDA 125CC	145,900.00	
298.	27CG201A	HONDA 125CC	145,900.00	
299.	27CG202A	HONDA 125CC	145,900.00	
300.	27CG203A	HONDA 125CC	145,900.00	
301.	27CG204A	HONDA 125CC	145,900.00	
		SUB TOTAL	14,763,250.00	

TOTAL IN WORDS

.....

.....

.....

SIGN& STAMP:.....DATE.....

Contract Form

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

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No. Fax Email
Nature of business
Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age
Nationality Country of origin
Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs..

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

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

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS [name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. ___
_____ [reference number of the contract] dated _____ 20 _____
_____ to supply
[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

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

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

8.3 FORM SD2

SELF DECLARATION FORMS (r 62)

REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box being a resident of

..... in the Republic of do hereby make a statement as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for(*insert tender title/description*) for(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.

3. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*)

4. **THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

I certify that the above information is correct.

Authorized Signature..... **Date:**

Affix Rubber Stamp

NOTE TO BIDDERS

This form **MUST** be filled, signed and submitted by all the bidders participating in this tender. This will form part of the preliminary requirements to be considered during evaluation. This is a mandatory requirement under the Public Procurement Asset & Disposal Act, 2015.

