



INSURANCE REGULATORY AUTHORITY

TENDER NO. IRA/060/2020-2021

**PROVISION OF INSURANCE EXHIBITION FACILITIES IN
MOMBASA, KISUMU, NYERI, KISII AND UASIN GISHU
COUNTIES**

**10TH FLOOR, ZEP-RE PLACE, LONGONOT ROAD,
UPPERHILL**

P.O BOX 43505-00100 NAIROBI, KENYA

E-mail: procurement@ira.go.ke

Web site <http://www.ira.go.ke>

NOVEMBER, 2020

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SECTION I: INVITATION TO TENDER
DATE: 3RD NOVEMBER, 2020
TENDER NO: PROVISION OF INSURANCE EXHIBITION FACILITIES IN MOMBASA, KISUMU, NYERI, KISII AND UASIN GISHU COUNTIES

- 1.1 The Insurance Regulatory Authority (IRA) is a government agency established under the Insurance (Amendment) Act, 2006 to regulate, supervise and promote the development the Insurance Industry in Kenya. The tender is eligible to firms owned by Youth, Women and Persons with Disability. However, 20% price preference will be given to firms owned by Women 10 to firms owned by persons with disabilities and 5% to firms owned by Youth.
- 1.2 The Insurance Regulatory Authority (IRA) invites sealed bids from eligible candidates for **Provision of Insurance Exhibition Facilities in Mombasa, Kisumu, Nyeri, Kisii and Uasin Gishu Counties.**
- 1.3 Completed tender document should be prepared and saved as a PDF document with a **PASSWORD PROTECTION** and emailed to bids@ira.go.ke and copied to fc helimo@ira.go.ke. The subject of the email will be **“IRA/060/2020-2021 – Provision of Insurance Exhibition/Open Day Facilities in Mombasa, Kisumu, Nyeri, Kisii and Uasin Gishu Counties.”** be addressed to:-

Chief Executive Officer (CEO)
Insurance Regulatory Authority
P.O. Box 43505 – 00100
NAIROBI.

so as to be received on or before **16th November, 2020 at 2:00 p.m.**

- 1.4 Tenders will be opened immediately thereafter **VIRTUALLY** via zoom platform at IRA Offices, Zep-Re Place on **16th November, 2020 at 2:00 p.m.** The tenderers shall be required to **provide the passwords of their documents on or before 2:00 p.m.** via the email address bids@ira.go.ke and copied to fc helimo@ira.go.ke as described in the Appendix to Instruction to Tenders.

IRA will convene the Tender Opening via Zoom video conferencing. The Zoom meeting invitation will be created and placed on the IRA website where the participating bidders can access and participate in the Tender Opening. In the submission email for the Tenders, **bidders are required to provide the Name, Email address and Phone number of their representative who wish to take part in the Tender Opening for purposes of admission.**

- 1.5 Interested and eligible bidders are required to download the documents from the websites free of charge and immediately email their names and contact details to: procurement@ira.go.ke for purposes of clarification, communication or addenda
- 1.6 IRA is a corruption free environment. Any pressure, influence attempt should be reported to the C.E.O through the address provided on paragraph 1.3 above or e-mail ethics@ira.go.ke

FELIX K. CHELIMO
MANAGER, PROCUREMENT
FOR: INSURANCE REGULATORY AUTHORITY

CHECK LIST

Bidders are required to comply with the following check list while preparing their tenders: -

S/No	Requirement	✓	x
i)	Certificate of Incorporation/Registration		
ii)	Copy of Valid Tax Compliance Certificate (To be verified on the KRA TCC Checker)		
iii)	Copy of Valid Single Business Permit (License / Payment receipt)		
iv)	Valid Certificate of AGPO from the National Treasury for Youth, Women and Persons with Disability.		
v)	Tenderers must provide a tender security declaration form		
vi)	Attach a certified copy of recent CR 12 Form issued within the last 12 Months and copies of identification documents (IDs or passports) of the owners/directors of the tenderer.		
vii)	Form of Tender duly completed, signed and stamped by the Tenderer in the format provided		
viii)	Dully completed Confidential Business Questionnaire (must be duly filled and signed by the authorized signatory)		
ix)	Provide copies of abridged version of latest audited financial statements for the last two years (2019 and 2018 or 2017) certified by the Auditor.		
x)	The document should be legible and presentable. All pages of the bid document submitted MUST be sequentially serialized or paginated.		
xi)	Self-declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the tenderer's authorized signatory.		
COMPLIED/NON-COMPLIED			

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the 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 relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under 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 corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form

- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or Manufacturers Authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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 Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the 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 no later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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 its tender is accepted.

2.11.2 The documentary evidence of the tenderers 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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 specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 or (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies 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 unamended 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 each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." The envelopes shall then be sealed in an outer envelope. 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 16th November, 2020 at 2:00 p.m.”**

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 no later **16th November, 2020 at 2:00 p.m.”**

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 6, 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 in 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 tender’s is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **16th November, 2020** at **2:00 p.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the 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 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.

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 securities 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 may be 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 23, 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 a 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 comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 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 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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.***

Tenderers shall state their tender price for the payment on a 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.

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

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

- (e) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (f) Legal capacity to enter into a contract for procurement
- (g) 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
- (h) Shall not be debarred from participating in public procurement.

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 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will 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's 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 2.1.2, 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.

b) Award Criteria

2.24.3 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.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 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.

2.25.2 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 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 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.

2.26.2 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.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of 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 or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

2.28.2 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;

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

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of 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:-

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is reserved for firms owned by Women and the successful supplier shall be required to provide Insurance Exhibition Facilities in Mombasa, Kisumu, Nyeri, Kisii and Uasin Gishu Counties.
2.11	<p>Your proposal should be submitted with the following information: -</p> <p>A) <u>Mandatory Documents:</u></p> <ul style="list-style-type: none"> i) Certificate of Incorporation/Registration ii) Copy of Valid Tax Compliance Certificate (To be verified on the KRA TCC Checker) iii) Copy of Valid Single Business Permit (License / Payment receipt) iv) Attach a certified copy of recent CR 12 Form issued within the last 12 Months and copies of identification documents (IDs or passports) of the owners/directors of the tenderer. v) Form of Tender duly completed, signed and stamped by the Tenderer in the format provided vi) Dully completed Confidential Business Questionnaire (must be duly filled and signed by the authorized signatory) vii) Tenderers must provide a tender security declaration form viii) Provide copies of abridged version of latest audited financial statements for the last two years (2019 and 2018 or 2017) certified by the Auditor. ix) The document should be legible and presentable. All pages of the bid document submitted MUST be sequentially serialized or paginated. x) Self-declaration that the tenderer will not engage in any corrupt or fraudulent practice signed by the tenderer's authorized signatory. <p>Bidders MUST comply with all mandatory requirements to be considered for the next stage of evaluation (Technical evaluation).</p>

2.12	Tenderers must provide a tender security declaration form in the format provided						
2.15.1	<p>The Tender document should be prepared in soft copy in PDF and in read only format for ease of opening. The proposal should be prepared in a PASSWORD PROTECTED and ZIPPED version. The password for the proposal shall be available on 16th November, 2020 at 2:00 p.m. via the email provided below. The proposals shall be sent via email address bids@ira.go.ke and copied to fc helimo@ira.go.ke. The tender document should be zipped prior to sending through the email. In the event that the zipped file is too large, you can use the option of https://wettransfer.com then forward it to the same email recipient.</p>						
2.22	<p>The Criteria for the evaluation of Technical and Financial Proposals are as follows:</p> <p>A) Technical Evaluation</p> <p>This will be based on the technical proposal submitted in accordance to the forms provided and the following criteria shall be used:-</p> <p>Total Technical Score : 100 Marks</p> <p>Weightage: The minimum qualifying mark for technical is 80% Bids that score equal or above 80% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 80% shall be treated as non-responsive and will be disqualified from further evaluation.</p> <table border="1" data-bbox="451 1108 1437 1911"> <thead> <tr> <th data-bbox="451 1108 1166 1182">CATEGORY & CRITERIA</th> <th data-bbox="1174 1108 1437 1182">MAXIMUM SCORE</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1192 1166 1696"> <p>(a) Proof of having done similar assignments before. Attach LPOs/LSOs/Letters of Offer. (maximum of 5 letters)</p> <ul style="list-style-type: none"> • One LPO/LSO/Letter of Offer – 8 marks • Two LPOs/LSOs/Letters of Offer – 16 marks • Three LPOs/LSOs/Letters of Offer– 24 marks • Four LPOs/LSOs/Letters of Offer– 32 marks • Five LPOs/LSOs/Letters of Offer – 40 marks </td> <td data-bbox="1174 1192 1437 1696" style="text-align: center; vertical-align: middle;">40 Marks</td> </tr> <tr> <td data-bbox="451 1707 1166 1911"> <p>(b) Letters of Recommendation from past work. (maximum of 5 letters)</p> <ul style="list-style-type: none"> • One Letter of Recommendation– 4 marks • Two Letters of Recommendation – 8 marks </td> <td data-bbox="1174 1707 1437 1911" style="text-align: center; vertical-align: middle;">20 Marks</td> </tr> </tbody> </table>	CATEGORY & CRITERIA	MAXIMUM SCORE	<p>(a) Proof of having done similar assignments before. Attach LPOs/LSOs/Letters of Offer. (maximum of 5 letters)</p> <ul style="list-style-type: none"> • One LPO/LSO/Letter of Offer – 8 marks • Two LPOs/LSOs/Letters of Offer – 16 marks • Three LPOs/LSOs/Letters of Offer– 24 marks • Four LPOs/LSOs/Letters of Offer– 32 marks • Five LPOs/LSOs/Letters of Offer – 40 marks 	40 Marks	<p>(b) Letters of Recommendation from past work. (maximum of 5 letters)</p> <ul style="list-style-type: none"> • One Letter of Recommendation– 4 marks • Two Letters of Recommendation – 8 marks 	20 Marks
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	<ul style="list-style-type: none"> • Three Letters of Recommendation – 12 marks • Four Letters of Recommendation - 16 marks • Five Letters of Recommendation– 20 marks 	
	<p>(c) Provide photographs of past assignments</p> <ul style="list-style-type: none"> • Relevance of photographs – 5 marks • Quality of work – 15 marks 	20 Marks
	<p>(d) Provide a work plan and details of how you will carry out the assignment.</p>	20 Marks
<p>B) Financial Evaluation The firms that will score a minimum of 80% in the Technical evaluation will have their Financial Proposals opened. At this stage, financial evaluation of the bidders that qualified at the Technical Evaluation stage will be carried out.</p> <p>The award will be made to the overall lowest evaluated bidder for all five (5) counties.</p> <p>Price Preference shall be made as follows: -</p> <ul style="list-style-type: none"> a. Firms owned by Women-20% b. Firms owned by Youth-5% c. Firms owned by Persons with Disabilities-10% 		

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer 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

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 Special Conditions of Contract.

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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

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

- a) if the tenderer 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 tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the anytime 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 produce 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 entity 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 on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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 Force Majeure

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.

3.17 Applicable Law.

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

3.18 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Performance security in the format provided in the standard document equivalent to 10% of the total annual contract and shall be valid for a period of one year from the time of contract commencement.
3.8	Payment will be made as and when satisfactory service has been rendered
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	6 th floor Zep-Re Place, Longonot Road, Upperhill, P.O. Box 43505 – 00100 Nairobi, Kenya.
Other conditions	The contractor shall maintain a suitable insurance cover to cushion against damage/loss of any equipment while being serviced at IRA and also against fire and burglary for any equipment that might be taken to the contractor’s site for further repairs.

SECTION V – DESCRIPTION OF SERVICES

1. BACKGROUND

The Insurance Regulatory Authority (IRA) is a State Corporation established under the (Insurance) Amendment Act, 2006 to Regulate, Supervise and Develop the Insurance industry in Kenya.

2. OBJECTIVES

The Insurance Regulatory Authority intends to contract service provider for the Provision of Exhibition Facilities for Mombasa, Kisumu, Nyeri and Uasin Gishu open days that are scheduled to take place in the course of the year. This is line with the Authority's mandate of Insurance Awareness, promotion activities and Consumer Education programmes.

3. SCOPE OF SERVICES

The scope of services is indicated in the terms of reference which are detailed here below: -

NB: bidders are required to examine the terms of reference carefully before submitting their tenders. The Authority will be conducting exhibition/open days in the below mentioned counties to educate and sensitize the public on Insurance matters. IRA is seeking for a vendor to provide the following items and services in the five counties: -

S/NO	ITEM DESCRIPTION	UOM	QTY
1.	Provide an Aluhall (Dome tent) to fit in all the 45 exhibition stands.	No.	1
2.	Provide 45 exhibition booths/Shell schemes (3 by 3m) to the exhibition venue for 5 days (3 days exhibition, 2 days set up, 1day breakdown)	No.	45
3.	Design and construct the IRA stand (to fit in a 12 by 9m space area). Provide a lounge (white sofa & coffee table), 5 high stools within the stand within the IRA stand.	No.	1
4.	Prepare an exhibition floor plan;	No.	1
5.	Raised floor (wooden,10 cm high) for entire exhibition area	No.	1
6.	Red Carpet (for entire floor)	No.	1
7.	Provide company name tags (on the facial boards) for all exhibitors (names to be provided by IRA);		
8.	Provide 1 table per booth	No.	1
9.	Provide 3 chairs per booth	No.	1
10.	Provide power points in each booth (The power shall be tapped from a central point);	No.	45
11.	Provide 2 spot lights in each booth;	No.	90
12.	Provide (2pcs) of 55-inch plasma screen for IRA stand;	Pcs	2
13.	Provide 6 high security lights for the exhibition area;	No.	6
14.	Provide PA system for 3 days (actual exhibition dates) at the location; complete with a sound system and a DJ.	Days	3
15.	Clean up the entire venue during the exhibition;	Lot	1
16.	Provide mobile toilets for the exhibition duration; 2 for ladies and 2 for gents with water, toilet detergents and someone manning them	Lot	1
17.	Provide security (Day and Night) from the Mounting day to dismantling day (7days).	Lot	1
18.	Design and print 5 street banners (7 by 1 m);	No.	5
19.	Hang the street banners at least 10 days to the event; (the cost to be borne by service provider;	Lot	1
20.	Acquire all necessary permits for the street banners and any other activity;	Lot	1

21.	Provide 2 fresh flowers with a stand by the entrance.	No	2
22.	Provide one inflatable banner at the entrance of the Aluhall (form an arch over the entrance to the Aluhall), this should remain firm.	No	1
23.	Provide 20 custom-made inflatable tube pillars (2.5m) to be displayed around the Aluhall. (IRA to provide the message to be printed on them)	No	20
24.	Provide photography and videography services for both activities (Stakeholder engagement (1day) and Open days (3days).	Lot	1
25.	Mount and dismantle the booths & dome before and after the exhibition.	Lot	1
26.	Provide queue management services and a waiting area (outside the aluhall) with a tent and about 20 chairs (appropriately spaced).	Lot	1
27.	Provide 2 hand washing points (with water and soap) and temperature measuring services (thermogun)	Lot	1

Note:

The Open days will be tentatively held in the following counties: -

County	Date
Nyeri	The dates to be communicated
Kisii	The dates to be communicated
Uasin Gishu	The dates to be communicated
Kisumu	The dates to be communicated
Mombasa	The dates to be communicated

Owing to the magnitude of the events, the set up should be done three (3) days to the date of the event and handed over to the Authority a day before the event.

The bid should include the cost of transport, labour and any other related charges.

4.2 WARRANTY ON THE QUALITY OF SERVICES

The Supplier warrants that the Services shall be performed:

- a) By appropriately qualified and trained personnel
- b) With due care and diligence

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Self Declaration Form
6. Tender-Securing Declaration Form
7. Performance security form
8. Bank guarantee for advance payment
9. CV's for Managerial and key staff form
10. Clients Reference form
11. Contractors Qualification Information

1. FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents 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 services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. 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.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

Name of the Firm

Name of signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/.....

2. PRICE SCHEDULE

Appendix A

A. PRICE SCHEDULE

S/No	DESCRIPTION	UNIT	QTY	PRICE (EXCL.VAT)	PRICE (INCL 14% VAT)
1.	Provision of Insurance Exhibition Facilities in Mombasa County	Lot	1		
2.	Provision of Insurance Exhibition Facilities in Kisumu County	Lot	1		
3.	Provision of Insurance Exhibition Facilities in Nyeri County	Lot	1		
4.	Provision of Insurance Exhibition Facilities in Kisii County	Lot	1		
5.	Provision of Insurance Exhibition Facilities in Uasin Gishu County	Lot	1		
GRAND TOTAL COST (INCL 14% V.A.T.)					

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

3. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH 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 Technical Specifications;
 - 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 materials and spares 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 materials and spares 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_____.

4. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>
--

<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <tr> <td>Name</td> <td>Nationality</td> <td>Citizenship details</td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </table>	Name	Nationality	Citizenship details	Shares			1.			2.			3.			4.		
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2.																		
3.																		
4.																		

<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <tr> <td>Name</td> <td>Nationality</td> <td>Citizenship details</td> </tr> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </table>	Name	Nationality	Citizenship details	Shares			1.			2.			3.			4.		
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Shares																		
1.																		
2.																		
3.																		
4.																		

<p>Date.....Signature of Candidate.....</p>

5. SELF DECLARATION FORMS

REPUBLIC OF KENYA

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: -

- A. 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.
- B. 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.
- C. 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*)
- D. THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- E. THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

Name:

Title:.....

Signature:.....

Date:.....

Bidder's Official Stamp:

6. TENDER-SECURING DECLARATION FORM

The Bidder shall complete this Form in accordance with the instructions indicated

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:..... [insert complete name of Purchaser]

I/We, the undersigned, declare that: -

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

7. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8. FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF

Proposed position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm: Nationality:

Membership in Professional Societies:

Detailed tasks assigned:

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).

.....

Education:

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).

.....

Employment Record:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments).

.....

Certification:

I, the undersigned, certify that these data correctly describes me, my qualifications and my experience.

.....Date:

(Signature of staff member)

..... Date:
(Signature of authorized representative of the firm)

Full name of staff member:

Full name of authorized representative:

10. CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years.

NO.	NAME OF CLIENT	CONTRACT PERIOD	TELEPHONE	DATE OF CONTRACT	CONTRACT VALUE
1					
2					
3					
4					
5					

Name of Signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

11. 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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary