

REPUBLIC OF KENYA



COUNTY ASSEMBLY OF TAITA TAVETA

OFFICE OF THE CLERK

TENDER NO. TTCA/43/2019-2020

**PROVISION OF MOTOR VEHICLE INSURANCE SERVICES FOR THE
FINANCIAL YEARS 2019-2020**

(OCTOBER, 2019)

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SECTION I .TENDER NOTICE	

TENDER NO. TTCA/43/2019-2020 FOR PROVISION OF MOTOR VEHICLE INSURANCE SERVICES, FOR THE FINANCIAL YEARS 2019-2020

County Assembly of TAITA TAVETA invites sealed tenders from eligible and competent Insurance firms for Motor vehicle insurance services, for the year 2019-2020.

Tender Documents detailing the requirements may be downloaded from the County Assembly of TAITA TAVETA's website: www.taitatavetaAssembly.go.ke from 4th October, 2019. Prices quoted should be net inclusive of all taxes, and must be in Kenya Shillings and shall remain valid for **365** days from the closing date of the tender.

Completed Tender documents in a plain sealed outer envelope enclosing separately sealed envelopes (in **“Original”** and **“Copy”**) **all** clearly marked **Tender TTCA/43/2019-2020 – Provision of Motor Vehicle Insurance**

Services, for the financial year 2019-2020 as per instructions in the tender documents and addressed to:

The Clerk, County Assembly of Taita Taveta, P.O. Box 1142 - 80304 Wundanyi and should be deposited in the Tender Box situated at the reception of the COUNTY ASSEMBLY OF TAITA -TAVETA, in Wundanyi, so as to reach him on or before 10.30am on 24th October, 2019. Tenders will be opened immediately thereafter at the Lobby Room in the presence of Tenderers representatives who choose to attend.

County Assembly of Taita-Taveta reserves the right to accept or reject any tender in whole or in part without giving reasons for its decision.

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 required for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 County Assembly of TAITA TAVETA employees, members of County Assembly 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 TTCA 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 TTCA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 There shall be no price charged for the Tender document.

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.
- a) Instructions to Tenderers
 - b) General Conditions of Contract

- c) Special Conditions of Contract
- d) Schedule of Requirements
- e) Details of Insurance Cover
- f) Form of Tender
- g) Price Schedules
- h) Contract Form
- i) Confidential Business Questionnaire Form
- j) Tender security Form
- k) Performance security Form
- l) 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the TTCA by email at the TTCA address indicated in the Invitation for Tenders. TTCA 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 TTCA. Written copies of the TTCA 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 TTCA 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, TTCA, 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 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, TTCA, 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 TTCA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

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

2.8. Form of Tender

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

2.9. Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all taxes payable.

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

2.10. Tender Currencies

Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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 its tender is accepted.

The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to TTCA'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 be 2% of the total bid price from a reputable bank valid for 150 days from date from tender opening.

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

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a commercial bank holding a current license from the Central Bank of Kenya, in the form provided in the tender documents or any other form acceptable to TTCA and valid for thirty (30) days beyond the validity date of the tender

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the TTCA 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:
To sign the contract in accordance with paragraph 2.28 or to furnish performance security in accordance with paragraph 2.29
- (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 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the TTCA as non-responsive.

2.13.2 In exceptional circumstances, the TTCA 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 Clerk, County Assembly of TAITA TAVETA 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, **24th October, 2019 at 10.30am local time.**

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, TTCA 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 TTCA at the address specified under paragraph 2.15.2 not later than, **24th October, 2019 at 10.30am local time.**

2.16.2 TTCA 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 TTCA and tenderers 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 TTCA as provided for in the appendix on page 14.

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 TTCA 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 TTCA will open all tenders in the presence of tenderers' representatives who choose to attend on **24th October, 2019 at 10.30am local time** 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 TTCA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 TTCA 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 TTCA 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 a tenderer to influence TTCA in the tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's bid.

2.20 Preliminary Examination and Responsiveness

2.20.1 TTCA 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.

(a) 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.

(b) If the Candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.

(c) If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 TTCA 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, TTCA 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. TTCA'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 TTCA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, TTCA 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 TTCA will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 TTCA'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) TTCA 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 TTCA's required delivery time will be treated as non-responsive and rejected.

2.22.4 Deviation in payment schedule

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. TTCA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 14 days from the date of opening the tender.

2.23. Contacting TTCA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the TTCA 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 TTCA in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 TTCA 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'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 2.11.2, as well as such other information as TTCA 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; TTCA 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 TTCA 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 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 TTCA's Right to accept or Reject any or all Tenders

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

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

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

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, TTCA 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 TTCA 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 TTCA 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 TTCA notifies the successful tenderer that its tender has been accepted, TTCA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Notification of Award, the successful tenderer shall sign and date the acceptance of award and return it to TTCA.

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 14 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 TTCA.

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

2.30 Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

The following information for the procurement of Motor vehicle insurance 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	Eligible tenderers shall be Kenyan registered Insurance underwriters facilitating Insurance, with valid operation license issued by Insurance Regulatory Authority (IRA) – Kenya
2.4.3	Shall not exceed 15%
2.14.2	The number of copies to be submitted shall be two (one original and one copy) bound.
2.15.2 (b)	The tender shall be closing on 24th October, 2019 at 10.30am local time
2.16.1	Not later than 10.30am local time on 24th October, 2019 at 10.30am local time

2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instructions at the Clerk's office and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	After 10.30 am local time on 24st October, 2019
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account

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 TTCA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to 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 TTCA under the Contract.
- (d) “TTCA” means Taita-Taveta County Assembly, 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 TTCA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, or information furnished by or on behalf of TTCA 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 TTCA'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 TTCA and shall be returned (all copies) to the on completion of the contract's or performance under the Contract if so required by the TTCA.

3.5. Patent Rights

- 3.5.1 The Contractor shall indemnify TTCA 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 TTCA the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to TTCA 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 TTCA and shall be in the form of:
- a) A bank guarantee.
 - b) Such insurance company guarantee approved as may be approved by the Authority.
 - c) Letter of credit. or

3.6.4 The performance security will be discharged by TTCA and returned to the tenderer 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 TTCA in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by TTCA, 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 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 quoted by the tenderer in its tender or in the TTCA'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 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 TTCA 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 prior written consent.

3.11. Termination for Default

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

3.11.2 In the event TTCA 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 TTCA 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 TTCA 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.

3.13. Termination for Convenience

3.13.1 TTCA 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 TTCA

convenience, the extent to which performance 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 TTCA 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 TTCA 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.

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 effective date of the notice, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.2 Tendering Notes

- 4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, the Fund must be inform at once and have the same rectified.
- 4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, he must inform TTCA in order that the correct meaning may be decided upon before the date for submission of the Tender.
- 4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.
- 4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and TTCA shall not take any responsibility or liability for any loss or misplacement of loose documents.
- 4.2.5 The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.2.6 The Tenderer shall ensure that the conditions set out below are met in full. Failure to provide the same shall lead to rejection of the tender.

4.2.7 The insurance firm shall be required to demonstrate honesty and integrity in handling and delivery of the required services within the stipulated time. They shall also be required to exhibit professionalism through prompt response to queries on policy wording and interpretation. ***Please note that this will form part of TTCA's assessments on performance through the contract period and failure to meet the above may jeopardise future business with TTCA. Any Insurance underwriter with past adverse service in terms premium remission shall be eliminated at preliminary stage.***

4.2.8 The duration of the contract shall be one (1) year

4.3 The tender is open to underwriters for direct participation and they shall be evaluated based on their applicable evaluation criteria as shown below. The award of the contract will be based on categories, meaning that different insurance firms may be awarded different lots in the tender.

4.4. EVALUATION CRITERIA

4.4.1 CONDITIONS TO BE MET BY THE UNDERWRITER

The underwriter shall meet the following conditions and must submit copies of relevant documents with their tender.

1. Must be registered with the Insurance Regulatory Authority for the current year and a copy of the current license shall be submitted.
2. Must attach a copy of current membership certificate with Association of Kenya Insurers (AKI).
3. Must have done annual gross premiums in previous year of not less than **Ksh. 150 million**
4. Must have paid-up capital of at least **Ksh. 300 million**
5. Must submit copies of the audited accounts for the last three years (within the period of 2015 to 2017 which must be signed by the auditor and the director) with current ratio of 2:1 at least for the 3rd year.
6. Must submit copies of the following documents; (a)
Valid Tax Compliance Certificate.
(b) Certificate of Registration/Incorporation

STAGE ONE

4.4.2 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether:

- (a) the tender has been submitted in the required format;
- (b) any tender security submitted is in the required form, amount and validity period;
- (c) the tender has been signed by the person lawfully authorized to do so;
- (d) the required number of copies of the tender have been submitted; (e) the tender is valid for the period required;

4.4.3 Statutory / Mandatory requirements

1. Valid Tax compliance certificate
2. NSSF Compliance Certificate
3. List of Directors with respective shareholding & details of citizenship.
4. Audited Accounts for the last three years (i.e. within the period of 2015 to 2017 which must be signed by the auditors and the director.)
5. Q Evidence/proof of having done annual gross premiums in previous year (2018) of not less than Ksh. 150 Million.
6. Evidence/proof of the underwriter having paid-up capital of at least Ksh. 300 Million (authenticated by IRA)
7. Certificate of Company Registration under the Companies Act, Cap 486 and in existence for at least Five (5) years
8. Current Registration Certificate as an Insurance firm issued by the Insurance Regulatory Authority (IRA) for the current year. A copy must be attached.
9. Current membership certificate with Association of Kenya Insurers (AKI). A copy must be attached.
10. Evidence/proof of operating Insurance business for the last three (3) years
11. Evidence/proof of operation/working relationship agreements with at least three (3) major organizations.
12. Bank Bid Bond of 2% from reputable bank valid for 150 days from the closing date of the tender.
13. Proof of Re-insurance treaties
14. Must submit two copies of the tender documents clearly marked **“ORIGINAL” and “COPY”**

15. Duly filled, signed and stamped Form of Tender
16. Duly filled, signed and Stamped Confidential Business Questionnaire

The criteria for analysis of items 1 to 16 will be on “Yes” or “No” basis. Tenders, which do not satisfy any of the above requirements, shall be rejected and shall not be considered further.

STAGE TWO

4.4.4 Technical Evaluation requirements

1.Key Personnel Qualifications and Company’s past Experience/Operation performance (25points)

(a) Key Personnel Qualifications and experiences – 25 points

List / provide at least four (4) key professional staff with specific portfolio/task each with the following minimum qualification and experience:

- a) Principal Officer / Contract Manager must have a minimum of Undergraduate (Bachelor) degree in insurance or Actuarial Science plus an Associate of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates – 3 points for each certificate – total 4 points] with not less than seven years’ experience as a senior manager in the insurance industry {2 points or prorate for less years of experience} – **(total 9 points)**
- b) The other three must have a minimum of a Diploma of the Chartered Insurance Institute or equivalent [attach copies of qualification certificates - 2 points each] with at least five years’ experience in the insurance industry handling Motor vehicle insurance. {2 point each or prorate for less years of experience} – **(total 12 points)** and;
- c) Certified CVs signed by both the employer and the employee {0.5 point each} – **(total 4 points)**

(b) Company’s past Experience/Operation performance – (55] points) -

- The company must have Motor vehicle Insurance and Last expense to at least 3 large corporate clients with a minimum of at least fifty vehicles (50)

and have serviced them for at least three (3) consecutive years that TTCA best demonstrate past experience in providing similar services (especially Motor Vehicle insurance). Provide details of client as below: a) Names **{5 point each}**,

b) Addresses **{5 point each}**

c) Contact persons **{5 point each}**

d) Clients number of vehicles not less than fifty (50) each **(5 points){1 point each or zero for less}**

e) Attaching any evidence like letters of engagement, Contract award etc from the said clients **{5 points each or zero for none}**

f) Scheme administration **(5 Points)**

g) Service distribution network **(5 Points)**

➤ Provide actual turnaround time for settling claims (attach evidence) – **20 points**

Present the total number falling within the limits given below:

- 15 – 30 days – 20 points
- Beyond 30 days – 0 points

N/B – TTCA reserve the right to carry out independent confirmations on turnaround time even if from their clients and should any tenderer be found to have given false information shall have their tender rejected.

(c) Business support – 20 points

(a) Reinsurance Cover (10 points) - Underwriter

The tenderer recommended underwriter must have a Reinsurance policy in place from a well-known and registered

Insurance/Reinsurance Company. State or provide the name(s) of the Reinsurance Company (ies) and attach evidence in the form of reinsurance slip (s) or cover notes. – **10 points**

(b) Highest business volumes handled in the last three (3) years related to Motor Vehicle Insurance cover (5 points)

- Over Ksh. 50 million – 5 points
- Ksh. 25-50 million – 2 points
- Below 25 million – 0 points

(c) Tenderers' appointed Bankers – 1.5 point and authority to seek references – **1.5 point** (authority should be given in writing) – **total 3 points**

- (d) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount. If none, state so – **2 Points. If none, score is zero.**

Note:

Only Tenderers scoring a minimum of 70% of the total technical score (stage two) shall proceed to stage three for financial/quotation comparisons.

STAGE THREE

4.4.5 Financial (Premium) Comparison and checking for arithmetic errors if any

RECOMMENDATIONS (S)

4.4.6. The insurance company that present the best affordable offer shall be deemed to be the lowest evaluated tenderer(s) and shall be recommended for award as appropriate.

Class	Required Coverage	Sum Insured (Ksh)	Rate	Premium	Excess / Remarks
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SECTION V: - PRICE SCHEDULE PRICE SCHEDULE FOR INSURANCE CATEGORIES Category E: Motor Vehicle Insurance

Commercial vehicle policy	Comprehensive cover				
Private Car policy	Comprehensive cover				

COUNTY ASSEMBLY OF TAITA TAVETA VEHICLES

NO	VEHICLE REG NO	MODEL	CHASIS NO.	REMARKS
1	KBY 042C	TOYOTA PRADO	JTEBH3FJ50K114062	
2	KCE 006D	TOYOTA PRADO	JTEBH3FJ80K159531	
3	06CG003A	TOYOTA HILUX DOUBLE CAB	AHTFR22G206087535	
4	06CG002A	TOYOTA HILUX DOUBLE CAB	AHTFR22G606068969	
5	06CG006A	TOYOTA LAND CRUIZER VAN	JTELB71JX07724031	
6	06CG007A	TOYOTA LAND CRUIZER VAN	JTELB71JX07724028	
7	06CG001A	FORD EVEREST	MNBLS4D10DW408466	

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 TTCA.
6. **Declaration Form** – Must be completed by the tenderer and submitted with the tender documents
7. **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 TTCA.

Form of Tender

To:

Date: _____

**The CLERK
COUNTY ASSEMBLY OF TAITA TAVETA
P.O. Box 1142-80304
WUNDANYI**

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 Motor vehicle Insurance Services under this tender in conformity with the said Tender document for the sum of

.....
.....[Total Tender amount in words and figures Inclusive of VAT]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 Motor vehicle Insurance Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of **150** [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2019

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Signature of tenderer _____
Official Rubber Stamp _____

Note: In case of discrepancy between the unit rate and the total premium, the unit rate shall prevail.

Contract Form

THIS AGREEMENT made the day of 20 between ----- [name of Procurement entity] of ----- [country of Procurement entity] (hereinafter called "TTCA") of the one part and ----- [name of tenderer] of ----- [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS TTCA invited tenders for Motor Vehicle Insurance Services has accepted a tender by the tenderer for the rendering of Motor Vehicle Insurance 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 TTCA's Notification of Award

3. In consideration of the payments to be made by TTCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with TTCA to provide Motor Vehicle Insurance to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. TTCA 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 TTCA)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)

Whichever applies to your type of business?

You are advised that it is a serious offence to give false information on this Form. Part 1 General:

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

Maximum value of business which you TTCA handle at any one time
Ksh.....

Name of your bankers.....Branch

Part 2(a) – Sole Proprietor:

Your name in fullAge
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 Ksh.. Issued
Ksh.....

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

Part 2 (d) – Interest in the Firm:

Is there any person/persons in **County Assembly of TAITA TAVETA** in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

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

***Attach proof of citizenship**

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 Motor Vehicle Insurance. (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 building/premises*] (hereinafter called <the bank> in the sum of [*state the amount*] for which payment well and truly to be made to the said TTCA, 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 TTCA on the Form; or
2. If the tender, having been notified of the acceptance of its tender by TTCA during the period of tender validity

Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

PERFORMANCE SECURITY FORM

To:
[Name of CASB]

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 or financial institution]

[Address]

[Date]

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 14 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 CHIEF EXECUTIVE
OFFICER

APPENDICES

All tenderers are advised to submit all the required documents and information as appendices in the following manner:(underwriters only)

APPENDIX I – All the Mandatory (Statutory) Requirements

APPENDIX 2 - KEY PERSONNEL DETAILS AND COPIES OF ACADEMIC AND PROFESSIONAL CERTIFICATES MINIMUM THREE

(Attached their copies [*highest level*] of academic and professional certificates):

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION(academic & professional level) AND EXPERIENCE

APPENDIX 3 - CURRICULUM VITAE (CV) in the format shown below

APPENDIX 4 - TENDERERS' RELEVANT EXPERIENCE

APPENDIX 5 – RE-INSURANCE TREATIES

APPENDIX 6 - ANNUAL PREMIUM TURNOVER

(To be certified by the Principal Officer and the firm's External Auditors)

APPENDIX 7 - AUDITED ACCOUNTS FROM TENDERERS

(BROKERS/UNDERWRITERS) FOR THE LAST THREE FINANCIAL YEARS (i.e. between year 2015 to 2017)

(Copies should be certified by the External Auditor and the Principal Officer)

APPENDIX 8 – ALL THE REQUESTED DOCUMENTS AND INFORMATION

APPENDIX 9 - ANY OTHER INFORMATION INCLUDING TENDERERS EXPLANATION OF THE SCOPE OF COVER AND FACILITIES

FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position: _____ **Name of Firm:** _____ **Name of Staff:** _____

Profession: _____
Date of Birth: _____
Years with Firm: _____
Nationality: _____ **Membership in Professional Societies:** _____

Detailed Tasks, which will be assigned;

- i).....
- ii).....

Relevant Tasks previously assigned (Please provide dates & locations)

- i).....
- ii).....
- iii).....

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 degree[s] 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 describe me, my qualifications, and my experience.

[Signature of staff member] **Date:** _____

[Signature of authorized representative of the firm] **Date:** _____

Full name of staff member: _____
Full name of authorized representative: _____
FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

**Relevant five assignments carried out in the Last Three Years
That best illustrates your experience (At least 3 Corporate Clients).**

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:	Country	
Location within Country: Your	Professional Staff provided by	
Name of Client:	Firm/Entity(profiles):	Sum Insured (Ksh):
Address: Client	Duration of Policy with	
Start Date (Month/Year): (in Ksh)	Completion Date (Month/Year):	Premium
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Service:		
Full Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Name and title of signatory; _____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

I.....of P.O. Box being a resident of in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Name of the Company) who is a Bidder in respect of **Tender No.** To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees of the County Asssembly of TAITA TAVETA, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees .

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

.....
(Title)

.....
(Signature)

.....
(Date)

