



TENDER DOCUMENT

FOR

PREQUALIFICATION OF MOTOR VEHICLE GARAGES

(FRAMEWORK CONTRACT)

NAC/OT/07/2020-2021

THE CHIEF EXECUTIVE OFFICER
NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST
ALCOHOL AND DRUG ABUSE
BOX 10774-00100 NAIROBI

CLOSING DATE – Monday, 30th November 2020 at 11.30

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SECTION I – INVITATION TO TENDER

Date: 17th November 2020

Tender REF No.: NAC/OT/07/2020-2021

Tender Description: Prequalification of Motor Vehicle Garages (Framework Contract)

The National Authority for The Campaign against Alcohol and Drug Abuse (**NACADA**) invites sealed tenders from eligible candidates for the Prequalification of motor vehicle Garages for a period of three years renewable each year subject to performance appraisal.

Interested eligible candidates may obtain further information from and inspect the tender documents by downloading the document from www.nacada.go.ke/tenders or www.tenders.go.ke

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **NSSF Building, Block A, 18th Floor, Eastern Wing, Bishop Road** or be addressed and posted to

**The Chief Executive Officer
National Authority for the Campaign against Alcohol and Drug Abuse
P.O Box 10774-00100
Nairobi**

to be received on or before **Monday, 30th November 2020 at 11.30am**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **NACADA Boardroom on 18th floor**

For
Chief Executive Officer
NACADA

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.0 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 NACADA employees, committee members, board members and their relative (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 NACADA 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 There shall be no price to be charged for the tender document.

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:

- Instructions to tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Schedule of Requirements
- Details of service
- Form of tender
- Price schedules
- Contract form
- Confidential business questionnaire form
- Tender security form
- Performance security form
- Principal's or manufacturers authorization form
- 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 NACADA in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. The Procuring entity (PE) will respond in writing to any request for clarification of the tender documents, immediately prior to the deadline for the submission of tenders, prescribed by the PE. Written copies of the NACADA 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 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

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 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

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 in 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

2.12.0 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.1 The tender security shall be in the amount not exceeding 2 per cent of the tender as valued by the procuring entity.

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 bank guarantees.
- Cash.
- Such insurance guarantee approved by the Authority.
- 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 nonresponsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 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 nonresponsive.

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 one copy of the tender, clearly / marking "ORIGINAL TENDER," as appropriate.

2.14.2 The original 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 tender in an envelope, duly marking the envelope:

(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 Monday, 30th January 2020 at 11.30am**"

2.15.2 If the 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 than **Monday, 30th January 2020 at 11.30am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 **Monday, 30th January 2020 at 11.30am** and in the location specified in the invitation to tender.

2.18.2 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 tenderer's 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 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive

2.20.3 The Procuring entity may waive any minor informality or nonconformity 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. To qualify for contract awards, the tenderer shall have the following: -

- Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- Legal capacity to enter into a contract for procurement
- 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
- 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.

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

tenderer's 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 THE 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 open to all bidders who meet the tender requirement.
2.10	Kenya shilling will be the only currency to be used.

2.11	As indicated in the Evaluation Criteria.
2.12	There shall be no tender security.
2.24	Due diligence will be conducted as provided under section 83 of the PPAD act 2015.
2.30	Performance security will not be required.
Other's as necessary	Complete as necessary

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:

“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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“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.

“The Procuring entity” means the organization sourcing for the services under this Contract.

“The contractor means the individual or firm providing the services under this Contract.

“GCC” means general conditions of contract contained in this section

“SCC” means the special conditions of contract

“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

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

- Cash.
- A bank guarantee.
- Such insurance guarantee approved by the Authority.
- 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

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

3.9 Prices

3.9.0 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

3.10.0 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.

3.11 Termination for Default

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

- 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.
- if the tenderer fails to perform any other obligation(s) under the Contract.
- 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.

3.11.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those 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 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 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

3.14.1 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.

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

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 will not be applicable.
3.8	N/A
3.9	Price adjustment will only be allowed after 12months of the contract
23.14	Dispute resolution will be by arbitration
3.17	By law of Kenya
3.18	The Chief Executive Officer National Authority for the Campaign against Alcohol and Drug Abuse P.O Box 10774-00100 Nairobi
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

The Authority's vehicles are distributed across the country and eligible bidders will be required to bid as per the region of their location. The list below shows the location in which the vehicles are located, and it has also provided the details of the vehicles which will guide you in making the quotations for the regular servicing of the vehicles.

The bidders are expected to indicate the price for doing minor service and major service for each model of the vehicle provided in the schedule below. The details of minor and major services are as indicated in description of service.

Bidders are further expected to quote for the supply, delivery and replacement of tyres as per the Tyre size indicated in the schedule. The service and supply will be done on need basis

Note that the Authority will conduct post qualification evaluation by carrying out due diligence which may involve cross checking with the references provided and visiting bidders' premises.

NO	Make	Engine no.	Capacity (CC)	Chassis No.	YOM	Tyre Size	Location
1.	V.W Passat	CDA164806	1800	WVWZZZ3CZBE733449	2011	235/45ZR17	NAIROBI
2.	Mercedes Benz C200	27195030654463	1796	WDD2040412A058988	2007	205/55/R16	NAIROBI
3.	Toyota Prado	1KZ-1887774	2982	JTEBY29100-0071641	2009	265/65/R17	NAIROBI
4.	Toyota Prado	1KZ1900663	2982	JTEBY29J80-0071547	2009	265/65/R17	NAKURU
5.	Land Cruiser Prado	1KD-2353250	2982	JTEBH3FJ30-K142457	2014	265/65/R17	NAIROBI
6.	Land Cruiser Prado	1KD-2432095	2982	JTEBH3FJ10-K123924	2014	265/65/R17	NAIROBI
7.	Toyota Fortuner	5L-6210755	2986	AHTYK59G600008875	2012	265/65/R17	EMBU
8.	Toyota Hilux Pick up	2KD7618219	2494	AHTDR22G305509776	2009	205/R16	NAIROBI
9.	Toyota Avensis	1AZ-2215823	1998	SBQBH55L20E079714	2006	195/65/R15	NAIROBI
10.	Isuzu Truck	464860	8226	JALFRR33LA7002027	2013	10R17.5	NAIROBI
11.	Toyota Hiace Van	1RZ-2936602	1998	RZH114-55000341	2004	195/R14	NAIROBI
12.	Toyota Hiace Van	2TR-8285908	2693	JTFJX02P10-0032912	2011	195/R15	NAIROBI
13.	Yamaha M/cycle	3TS-109823	175	DG01X-028860	2010	Rear:4.10/18/59P Front:2.75/21/4PR	NAIROBI
14.	Toyota Double cabin	2KD5617156	2494	AHTFR22G506053041	2012	255/70/R15C	KISUMU
15.	Toyota Double cabin	2KD-5621441	2494	AHTFR22G106053389	2012	255/70/R15C	NYERI
16.	Toyota Double cabin	2KD-5619188	2494	AHTFR22G906053219	2012	255/70/R15C	MOMBASA
17.	Toyota Double cabin	2KD-A112618	2494	AHTFR22G506073483	2013	255/70/R15C	MOMBASA
18.	Toyota Double cabin	2KD-5895924	2494	AHTFR22G906065953	2012	255/70/R15C	NAIROBI
19.	Toyota Double cabin	2KD-59811514	2494	AHTFR22G706069838	2013	255/70/R15C	ELDORET
20.	Toyota Double Cabin	2GD0510746	2393	AHTFB8CD103872223	2018	205R16C	KAKAMEGA
21.	Subaru Outback	YE92687	2500	JF2BS9KC2JG111795	2018	225/60/R18	NAIROBI
22.	Toyota L/Cruiser	1HZ-0906381	4164	JTELB1J10-7727495	2018	7.50-16	NAIROBI

SECTION VI – DESCRIPTION OF SERVICES

There services expected to be offered are as detailed in the table below.

	Services	Description of Services
	Minor service	<ul style="list-style-type: none"> • Scheduled maintenance - Change of engine oil, oil filter, air filter • Full brake check • Full brake check • Exhaust check • Battery check • Charging system check • Tyre tread and pressure check • Steering check • Suspension check • Light check • Windscreen wipers check • Windscreen wash check and top up
	Major service	<ul style="list-style-type: none"> • Spark plugs for petrol vehicles • Oil and oil filter check and replacement • Brake fluid check and top up • Coolant check and top up • Power steering fluid check and top up • Replace Brake pads
	Repairs	<ul style="list-style-type: none"> • Timing Belt • Clutch system • Body panel beating and painting works • Tyres replacement • Suspension Service & Repair

EVALUATION CRITERIA

The evaluation process will be undertaken in two stages

- a) Preliminary Evaluation
- b) Technical Evaluation

A) Preliminary Evaluation

At this stage the committee will be looking at the eligibility and completeness of the tender where they will check and verify if you meet the requirement. These requirements will be mandatory where bidders are expected to meet all the requirement, if any is not met the bid will be Non-responsive.

MR No	Evaluation Requirement
MR1	Submit Certified Copy by the Commissioner of oaths the Certificate of Registration or Incorporation
MR 2	Submit Current Tax Compliance Certificate
MR 3	Submit Current Single Business Permit
MR 4	Submit Certified Copy by the Commissioner of oaths the CR12 Certificate
MR 5	Provide Certified Copies by the Commissioner of oaths of ALL the IDs for the Directors as indicated in the CR 12
MR 6	Provide Certification letter to operate a garage from Public Works.
MR 7	Submit a dully Filled, signed and stamped form of tender
MR 8	Submit a dully filled, signed and stamped self-declaration form that you are not debarred to participate in public procurement in the format provided.
MR 9	Submit a dully filled, signed and stamped self-declaration form that you will not participate in corrupt practices in the format provided.

B) Technical Evaluation

Stage 1- Technical Compliance

The bidders are to indicate whether they have the basics Requirements for their garages as indicated in the table below. Any non-compliance of one of the requirements will lead to non-responsiveness of the bid.

TC no	Evaluation Criteria	Bidder Response
TC 1	Is the garage compound secure enough?	
TC 2	Have you Insured your garage against fire and Theft?	
TC 3	Do you have trained personnel on various skills? E.g. Engine specialist, Wiring, Body works etc.	
TC 4	Do you have any specialist in any specific model?	

Stage 2- Technical Qualification

At this stage the committee will be looking at the technical qualification and capacity of the bid to offer the service. The bid that will attain a minimum of 50% will be considered to be responsive.

TQ No	Evaluation Criteria	Specific Criteria	Maximum Score
TQ 1	Key Personnel	Director- a) Holder of degree/ diploma in Automotive Engineering-----4mks b) Holder of Certificate in Automotive engineering-----2mks c) Any other Qualification -----1mk	4
		Operation Manager- a) Holder of degree/diploma in automotive Engineering ----- 6mks b) Holder of Certificate in Automotive Engineering ----- 2mks	6
		Mechanics- a) Holder of diploma/certificate in automotive electrical engineering----- ----- 5mks b) 2 Holders of artisan certificate in motor vehicle mechanics ----- 5mks	10
TQ 2	Experience	Provide five (5) reference letters from reputable organization, with at least three references from public institution on the institution letterhead. $E=n/5*20$	20
TQ 3	Capacity	Provide bank Statement for the last nine (9) months with an annual turnover of at least Kshs. 3,000,000/-; $C=n/3,000,000*15$	15
TQ 4	Equipment	Provide the list of advanced technological equipment available in your garage for use. E.g. Hoists; Auto Scanner; Tyre Changers	10
TQ 5	Security	Provide evidence of security measures put in place to secure the garage	5
TOTAL			70

The bidder who will attain the minimum score of 50% marks will proceed to financial evaluation

Financial Evaluation

The evaluation committee will compare the rates as per the towns and the bid with the lowest and second lowest price will be recommended for prequalification and award.

SECTION VI - STANDARD FORMS

Form of tender

Price schedules

Contract form

Confidential Questionnaire form

Tender security form

Performance security form

Bank guarantee for advance payment

Declaration form

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

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.

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

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).

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.

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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ Page ____ of _____.

A) Nairobi Region

S/No	Vehicle Model	Service	Unit Price
1.	V.W Passat; (WVWZZZ3CZBE733449)	Minor Service	
		Major Service	
		Replacement of Tyre	
2.	Mercedes Benz C200 (WDD2040412A058988)	Minor Service	
		Major Service	
		Replacement of Tyre	
3.	Toyota Prado (JTEBY29100-0071641)	Minor Service	
		Major Service	
		Replacement of Tyre	
4.	Land Cruiser Prado (JTEBH3FJ30-K142457)	Minor Service	
		Major Service	
		Replacement of Tyre	
5.	Land Cruiser Prado (JTEBH3FJ10-K123924)	Minor Service	
		Major Service	
		Replacement of Tyre	
6.	Toyota Hilux Pick up (AHTDR22G305509776)	Minor Service	
		Major Service	
		Replacement of Tyre	
7.	Toyota Avensis (SBQBH55L20E079714)	Minor Service	
		Major Service	
		Replacement of Tyre	
8.	Isuzu Truck (JALFRR33LA7002027)	Minor Service	
		Major Service	
		Replacement of Tyre	
9.	Toyota Hiace Van (RZH114-55000341)	Minor Service	
		Major Service	
		Replacement of Tyre	
10.	Toyota Hiace Van (JTFJX02P10-0032912)	Minor Service	
		Major Service	
		Replacement of Tyre	
11.	Yamaha M/cycle (DG01X-028860)	Minor Service	
		Major Service	
		Replacement of Tyre	
12.	Toyota Double cabin (AHTFR22G906065953)	Minor Service	
		Major Service	
		Replacement of Tyre	
13.	Subaru Outback (JF2BS9KC2JG111795)	Minor Service	
		Major Service	
		Replacement of Tyre	

B) Eldoret Region

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Double cabin (AHTFR22G706069838)	Minor Service	
		Major Service	
		Replacement of Tyre	

C) Kisumu Region

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Double cabin (AHTFR22G506053041)	Minor Service	
		Major Service	
		Replacement of Tyre	

D) Nakuru Town

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Prado (JTEBY29J80-0071547)	Minor Service	
		Major Service	
		Replacement of Tyre	

E) Embu Town

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Fortuner (AHTYK59G600008875)	Minor Service	
		Major Service	
		Replacement of Tyre	

F) Nyeri Town

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Double cabin (AHTFR22G106053389)	Minor Service	
		Major Service	
		Replacement of Tyre	

G) Mombasa Town

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Double cabin (AHTFR22G906053219)	Minor Service	
		Major Service	
		Replacement of Tyre	
2.	Toyota Double cabin (AHTFR22G506073483)	Minor Service	
		Major Service	
		Replacement of Tyre	

F) Kakamega Town

S/No	Vehicle Model	Service	Unit Price
1.	Toyota Double cabin (AHTFB8CD103872223)	Minor Service	
		Major Service	
		Replacement of Tyre	

Signature of tenderer _____

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

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 sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule 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.

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.

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 _____.

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 Email</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>.....</p>																		
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship details	Shares
Name	Nationality	Citizenship details	Shares																
.....																
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.....																
	<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"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship details	Shares
Name	Nationality	Citizenship details	Shares																
.....																
.....																
.....																
	<p>Date.....Signature of Candidate.....</p>																		

TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called "the tenderer")has submitted its tender dated.....[date of
submission of tender] for the provision of

.....
[name and/or description of the services] (hereinafter called "the
Tenderer").....KNOW ALL PEOPLE by

these presents that WE.....
Of.....having registered office at [name of procuring
entity](hereinafter called "the Bank")are bound
unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of
.....

for which payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common Seal of
the said Bank this _____ day of 20 _____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by
the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring
entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the
instructions to tenderers; we undertake to pay to the Procuring entity up to the above
amount upon receipt of its first written demand, without the Procuring entity having to
substantiate its demand, provided that in its demand the Procuring entity will note that
the amount claimed by it is due to it, owing to the occurrence of one or both of the two
conditions, specifying the occurred condition or conditions.
This 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 date.

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity] WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply.....

[Description 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 the 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 or sums 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]

(Amend accordingly if provided by Insurance Company)

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]

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

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

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN
THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT
2015.**

I,, of Post Office Boxbeing a
resident of in the Republic of.....

do hereby make a statement as follows: -

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

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred
from participating in procurement proceeding under Part IV of the Act.

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

.....

.....

(Title) (Signature) (Date)

Bidder Official Stamp

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of.....

..... (insert name of the Company) who is a Bidder in respect of
Tender No. for(insert tender title/description) for
.....(insert name of the Procuring entity) and duly authorized and competent
to make this statement.

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

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

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

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

.....

(Title) (Signature) (Date
Stamp

.....

Bidder's Official