

**COUNTY GOVERNMENT OF BUSIA**



**COUNTY ASSEMBLY OF BUSIA  
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**TENDER DOCUMENT FOR  
FRAMEWORK AGREEMENT  
PROVISION OF AIR TICKETING SERVICES**

**TENDER NO: BSA/CA/10/2018/2020  
THE FINANCIAL YEAR 2019/2020**

**TENDER SUBMISSION DEADLINE: WEDNESDAY  
31<sup>ST</sup> JULY 2019 AT 10:00 AM.**

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**SECTION I -**

**INVITATION TO TENDER**

**Date: 15<sup>TH</sup> JULY, 2019**

**TENDER NO. BSA/CA/10/2018/2020 NAME: PROVISION OF AIR TICKETING SERVICES**

The County Assembly of Busia invites sealed tenders from eligible candidates for the provision of Air Ticketing Services for the year 2018/2019-2019/2020.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office, County Assembly of Busia, a long Busia Kisumu Road, during normal working hours.

A complete set of tender documents may must be obtained by interested candidates upon payment of non-refundable fees of **1000** in cash payable to Cash Office, Busia County Assembly or **viewed and downloaded free of charge from the County Assembly of Busia websites: [www.busiaassembly.go.ke](http://www.busiaassembly.go.ke)** The downloaded tender document must forward the particulars immediately for records and for the purposes of receiving any further tender clarifications and/or addendums. Prices quoted should be net inclusive of all taxes and, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the tender box provided at The County Assembly of Busia reception, **opposite the entrance of County Assembly Chambers** or be addressed to:

**THE CLERK TO BUSIA COUNTY ASSEMBLY,**

**P.O BOX 1018**

**BUSIA (K)**

so as to be received on or before **Wednesday 31<sup>st</sup> July 2019 at 10.00 Am**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the County Assembly premises.

**THE CLERK,  
COUNTY ASSEMBLY OF BUSIA**

**SECTION II**

**– INSTRUCTIONS TO TENDERERS**

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **21 Eligible tenderers**

2.11. This Invitation to tender is open to all tenderers under restricted tenders 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. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.12. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, other documents to be used for the procurement of the services under this Invitation for tenders.

2.13. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **22 Cost of tendering**

2.21 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.

2.22 The price charged for the document shall be Kshs. 1000/= or the document can be downloaded free of charge from County Assembly of Busia website.

### **2.3 Contents of tender documents**

2.31. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form

2.32. 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**

2.41. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.42. 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**

2.51. 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.

2.52. 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.

2.53. 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**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9,10 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

## **28 Form of Tender**

2.81 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**

2.91 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.

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

2.93 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.

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

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

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

## **2.1**

### **0 Tender Currencies**

2.10. Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in

1 Instructions  
to Tenderers

## **2.1**

### **1 Tenderers Eligibility and Qualifications.**

2.111 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.

2.112 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**

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

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

2.122 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

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

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

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

2.125 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.

2.126 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.127 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.

### **213 Validity of Tenders**

2.131 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.132 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.

### **214 Format and Signing of Tender**

2.141 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.143 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.

### **215 Sealing and Marking of Tenders**

2.151 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN**

**BEFORE Wednesday 31<sup>st</sup> July 2019 at 10.00 Am**

2.152The 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”.

2.153If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

### **216Deadline for Submission of Tenders**

2.161Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **Wednesday 31<sup>st</sup> July 2019 at 10.00 Am.**

2.162The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, 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.

2.163Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

### **217Modification and withdrawal of tenders**

2.171The 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.

2.172The 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.

2.173No tender may be modified after the deadline for submission of tenders.

2.174No 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.

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

2.176 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.

### **218 Opening of Tenders**

2.181 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **Wednesday 31<sup>st</sup> July 2019 at 10.00 Am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.183 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.

2.184 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.

### **219 Clarification of tenders**

2.191 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.

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

### **220 Preliminary Examination and Responsiveness**

2.201 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.

2.202Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.203The 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.

2.204Prior to the detailed evaluation, pursuant to paragraph 22, 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.

2.205If 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. Where other currencies are used, the procuring entity will convert those currencies to Kenya

1 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.**

2.221The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.222The 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.

2.223The 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;

2.224 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.

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

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

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

**223. Contacting the procuring entity**

2.231 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is

awarded.

2.232 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 tenderer's tender

## **2.24 Award of Contract**

### **a) Post qualification**

2.241 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.

2.242 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.

2.243 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**

2.244 Subject to paragraph 2.22 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.

2.245 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.

2.246 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.

## **225 Notification of award**

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

2.252 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 2.26. 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 27, the Procuring entity will promptly notify each unsuccessful Tenderer through email and will discharge its tender security, pursuant to paragraph 2.12

## **226 Signing of Contract**

2.261 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.

2.262 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.

2.263 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.

## **227 Performance Security**

2.271 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.

2.272 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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.



## **228 Corrupt or Fraudulent Practices**

2.281 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.

2.282 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;

2.283 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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	Particulars of eligible tenderers: <b>The tender is open to eligible IATA Registered Air Travel &amp; Ticketing Service providers.</b>
2.10	Particulars of other currencies allowed – <b>N/A.</b>
2.11	Particulars of eligibility and qualifications documents of evidence required – <b>i) Certificate of Registration/Incorporation</b> <b>ii) Certificate of valid tax compliance</b> <b>iii) VAT Certificate</b> <b>iv) Evidence of Air Travel and Ticketing Provider’s IATA Registration.</b>
2.12.3	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA
2.24	<b>Particulars of post – qualification if applicable.</b> BCA may inspect the Premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.

## EVALUATION CRITERIA

The following requirements must be met by the tenderer not With standing other requirements in the tender documents:-

NO	REQUIREMENT	RESPONSIVE/NON RESPONSIVE
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of valid Tax Compliance or Exemption Certificate	
MR3	Must Submit a Valid Pin Certificate.	
MR4	Must Fill the Price schedule in the format Provided	
MR5	Must Fill the Form of Tender in the Format Provided	
MR6	Must submit a dully filled up self- declaration form in format provided	
MR7	Duly filled or typed on own letter head, signed and stamped confidential questionnaire in format Provided	
MR8	Must submit Evidence of IATA Registration	
MR9	Must Submit a copy of a current and valid business permit	
MR10	Audited financial statements and auditor's report for the last 3 years signed and stamped by a practicing Certified Public Accountant CPA (K)	
MR11	Submit Last 12 Months Bank Statements ending 30 <sup>th</sup> May 2019	
MR 12	Tender document must be Serialized/numbered(Printed not Hand Written)	







**Only those bids that will have met the minimum technical requirements will be considered for the Financial Evaluation.**

**The formulae for determining the Financial Score (Sf) shall be as follows:**

$Sf = 100 \times Fm/F$  where Sf is the financial score; Fm is the lowest priced financial and F is the price under consideration.

**Weighted Technical and financial score**

Evaluation will be ranked according to their combined weighted technical (**St**) and financial (**Sf**) scores using the weights (**T = 0.70**, is the weight given to the Technical score: **P = 0.30**, is the weight given to the Financial score; and  $T + P = 1$

The combined weighted technical and financial score, S, is calculated as follows:

$$S = (St \times T) + (Sf \times P)$$

Where **St is the Marks obtained in the technical score example 70% or 80% etc and**

**Sf = 100 x Fm/F** where Sf is the financial score; Fm is the lowest priced financial and F is the price score under consideration.

**Recommendation for award**

The firm achieving the highest combined weighted technical and financial score, will be recommended for award of the tender.

**SECTION III - GENERAL CONDITIONS OF CONTRACT**

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## CONTRACT

### 31 Definitions

In this contract the following terms shall be interpreted as indicated:

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

### 32 Application

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

### 3.3 Standards

The services provided under this Contract shall conform to the 7 standards mentioned in the schedule of requirements.

### **3.4 Patent Right's**

3.41 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.

### **3.5 Performance Security**

3.51 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.

3.52 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.

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

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

3.54 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.

### **36 Inspections and Tests**

3.61 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.

3.62 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.

3.63 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.

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

### **3.7 Payment**

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

### **3.8 Prices**

3.81 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.

### **3.9 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract,

3.9.1 except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

3.102 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.

### **311 Termination of insolvency**

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

### **312 Termination for convenience**

3.131 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.

3.132 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.

### **313 Resolution of disputes**

3.131 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.

3.132 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.

**3.14 Governing Language**

3.14. 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.

**3.15 Force Majeure**

3.15. 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.

**3.16 Applicable Law.**

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

**3.17 Notices**

3.171 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

3.172 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV

## - SPECIAL CONDITIONS OF CONTRACT

- 41 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.
- 42 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: N/A
3.7	Specify method of Payments. <b>Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>Client: County Assembly of Busia Along Busia Off Kisumu road P. O. Box 1018-50400 Busia.</b>
Other's as necessary	Complete as necessary

**51 Services Required**

The County Assembly of Busia intends to outsource air travel ticketing services for the period 2015/2016. The County Assembly of Busia requires that air travel arrangements in respect of its officials and non-officials requiring air transport in the interest of County Assembly of Busia be made by the travel company with due consideration of the following:-

- i) Arrangements will only be for persons travelling for official reasons and in the interest of County Assembly of Busia with prior approval
- ii) The most cost effective and practical means of air transport is to be used at all times. Priority will however be given to the National carrier, Kenya Airways.

The appointed travel company will be required to always assist County Assembly of Busia officials concerning air travel arrangements. This will include arranging, amending and payment of all travel bookings.

**55 Bidder's Experience Requirements**

Potential suppliers are required to submit details of at least five (5 No.) organisations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organisations duly signed by the relevant officer. The reference letters must be in the organisations letterheads.

## SECTION VI - DESCRIPTION OF SERVICES

### Particulars

The County assembly of Busia has a need for both international and domestic air travel. This tender covers the Provision of Air Ticketing Services:-

The Table below gives the detailed clause-by-clause description of the required services. The Tenderer is required to provide the clause-by-clause response to the specifications and indicate clearly how the services offered meet the requirements.

#### TABLE: GENERAL SERVICE SPECIFICATIONS

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 25 % of the total tender evaluation.

Bidders are required to indicate against each service specification “UNDERSTOOD AND WILL COMPLY” or “UNDERSTOOD AND WILL NOT COMPLY”. Any other response in the column will be treated as NON-RESPONSIVE

NO.	MINIMUM REQUIREMENT/SPECIFICATION	BIDDER'S RESPONSE
1	Provision of Airline Ticketing	
2	Service Provider to Focus on County Assembly of Busia requirements and will be available at all times for bookings/cancellation of air tickets	
3	Provide cost effective and efficient Air Ticketing services to County Assembly of Busia by providing air tickets to County Assembly of Busia at the best discounted price available	
4	Tailor-make requests to suit all Air Ticketing and related needs of County Assembly of Busia	



5	Prepare travel itineraries and Air Ticketing plans for County Assembly of Busia MCA's and staff	
6	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options	
7	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans	
8	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival	
9	Issue air tickets using the approved Air Ticketing plan and the fare as quoted	
10	To provide guaranteed ticket delivery to County Assembly of Busia Offices	
11	Deliver tickets at no extra cost	
12	To provide information on flight availability and timetables on Request	
13	To keep County Assembly of Busia updated on current market fares, special air fare deals and any other special tours and Air Ticketing Packages	
14	To re-confirm flight bookings for MCA's and staff	
15	To make changes on booking as per request as and when requested	
16	To be an all-round source for Air Ticketing information for County Assembly of Busia	



## SECTION VII - 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.
6. **Declaration form** - The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized representatives of the tenderer

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**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. BSA/CA/10/2018/2020

To: **The Clerk**  
**County Assembly of Busia**  
**P. O. Box 1018-50400**  
**BUSIA.**

Gentlemen and/or Ladies:

1. Having examined the tender Nos.. *[insert* documents including Addenda numbers,

the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of ***[As per the price Schedule]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to

\_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

*[signature]* *[In the capacity of]*

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

## VI -PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of County Assembly of Busia. The price quotation shall include all applicable taxes for purposes of the price schedule

NO	SERVICE REQUIRED	AMOUNT		REMARKS
		Business class(kshs)	Economy class(kshs)	
1	Air ticketing services for domestic air travel	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	
2	Air ticketing services for east Africa air travel	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	

3	Air ticketing services for regional air travel (rest of Africa)	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	
4	Air ticketing services for international air travel	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	Lower fare kshs..... Higher fare kshs..... Next fare kshs..... Highest fare kshs.....	

NB. 1) The services will be rendered on need basis

**Signature and Rubber stamp of tenderer** \_\_\_\_\_

**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:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_



## CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who wish to participate in this tender.

Name of Applicant(s).....

**You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.**

### **Part 1: General**

Business Name  
Location of Business premises .....  
Physical Address.....  
Town.....  
Building.....  
Floor.....  
Street/Road.....  
Plot No. ....  
Postal Address .....  
Postal Code.....  
Fax No.....  
Email address.....  
Contact Person(Full  
Names).....  
Mobile No.....  
Power of Attorney (Yes/No).....  
If Yes, Attach Written Document  
Nature of Business(Indicate whether manufacturer,  
distributor).....  
Current trade License.....Expiring date .....  
KRA Pin No.....  
Value of the largest single assignment you have undertaken to date(Ksh).....  
Was this successfully undertaken?  
Yes/No.....  
(If Yes attach reference)  
Name of your bankers ..... Branch .....

### **Part 2(a) – Sole Proprietor**

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

**Part 2 (b) Partnership**

**Give details of partners as follows:**

<b>Name</b>	<b>Nationality</b>	<b>Citizenship details</b>	<b>No. of Shares</b>
-------------	--------------------	----------------------------	----------------------

1. ....

2. ....

3. ....

4. ....

5. ....

**Part 2(c) – Registered Company**

Private or Public .....

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

**Name Nationality Citizenship details Share**

1. ....

2. ....

3. ....

4. ....

5. ....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

.....

Signature.....

Dated this .....day of .....2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this .....day of .....2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (f) – Criminal Offence**

I/We, (Name (s) of Director (s)):-

a) .....

b) .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s

.....  
In the capacity of .....

Dated this .....day of .....2019.

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (g) – Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a) .....

b) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2015

Suppliers' / Company's Official Rubber Stamp

.....

**Part 2 (h) – Interest in the Firm:**

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm?  
Yes/No

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

**Part 2(i) – Experience:**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

**Part 2(j) – Manpower and Expertise**

Attach company profile



**Part 2 (i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

**Account No:**.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....  
**ID No(s):**...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

**FORMAT OF TENDER SECURITY INSTRUMENT**

Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_ day of \_\_\_\_\_ 20 \_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Guarantor not later than the said date.

\_\_\_\_\_  
 [*Date* ]  
 \_\_\_\_\_  
 [*Witness*]

\_\_\_\_\_  
 [*Signature of the Guarantor*]  
 \_\_\_\_\_  
 [*Seal*]



**DECLARATION FORM**

Date

\_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address)

\_\_\_\_\_

\_\_\_\_\_

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

Date

\_\_\_\_\_

(To be signed by authorized representative and officially stamped)