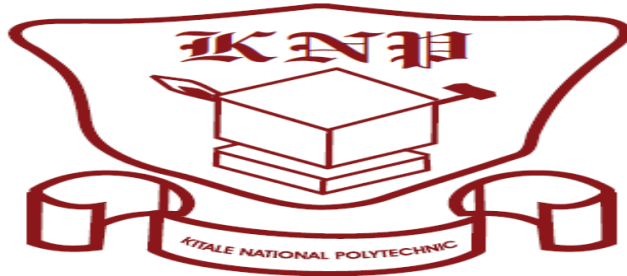


**THE KITALE NATIONAL POLYTECHNIC**



**TENDER DOCUMENT**

**FOR**

**PROVISION OF COMPREHENSIVE  
MOTORVEHICLE INSURANCE COVER**

**TENDER NO.: KNP/RT/2019-2020/08**

**June, 2020**

**CHIEF PRINCIPAL  
THE KITALE NATIONAL POLYTECHNIC  
P.O. BOX 2162-30200  
KITALE**

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## SECTION I – TENDER NOTICE

**Date: 8/6/2020**

### **TENDER NO. KNP/RT/2019-2020/08 FOR PROVISION OF COMPREHENSIVE MOTORVEHICLE INSURANCE COVER**

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The Kitale National Polytechnic (KNP) invites sealed bids from eligible insurance service providers registered with Kitale National Polytechnic. The resultant contract shall be a two (2) year framework contract non-renewable. Tenders shall be downloaded from the Polytechnic's website:

[www.kitalenationalpolytechnic.ac.ke](http://www.kitalenationalpolytechnic.ac.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 90 days from the closing/opening date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the **ADMINISTRATION BLOCK** within the Polytechnic or be addressed and posted to:

**Chief Principal  
The Kitale National Polytechnic  
P.O. Box 2162 - 30200  
KITALE**

so as to be received **on or before Tuesday 16<sup>th</sup> June, 2020 at 10.00am**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Polytechnic's Board Room**. **TENDER'S REPRESENTATIVES MUST NOT EXCEED ONE PERSON. Outcome of opening exercise shall be shared with tenderers through their registered mails therefore bidders must not necessarily attend opening when they have dropped their bids appropriately.** Canvassing will lead to automatic disqualification. All queries regarding this tender must be in writing to the undersigned through address above or email: [procurementknp@gmail.com](mailto:procurementknp@gmail.com)

**Procurement Officer**

**For: CHIEF PRINCIPAL**

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## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 KNP's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subservice providers) 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 KNP to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

### 2.2. Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KNP, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.2.3 KNP shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3. Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Insurance Company's Authorization Form
- (xiii) Declaration Form
- (xiv) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify KNP by post or by email at KNP's address indicated in the Invitation for tenders. KNP will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of the tenders, prescribed by KNP. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 NATA shall reply to any clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of its tender.

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

## **2.5 Amendment of Tender Documents**

2.5.1 At any time prior to the deadline for submission of tenders, KNP, 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, KNP, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

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

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

## **2.11. Tenderers Eligibility and Qualifications**

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

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

## **2.12. Tender Security**

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

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

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

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

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



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

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

2.12.4.3 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

2.12.5 The tender security may be forfeited:

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

## **2.13. Validity of Tenders**

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

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

## **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original tender, clearly marking it "**ORIGINAL TENDER**" as appropriate. Copies of tenders are prohibited during this tendering process.

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

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall prepare an original tender, clearly marking it "**ORIGINAL TENDER**" as appropriate. Copies of tenders are prohibited during this tendering process.

2.15.1 2.15.2 The envelope shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender
- (b) Bear Tender identification number and name in the invitation to tender and the words: "**DO NOT**

**OPEN BEFORE 16<sup>th</sup> June, 2020 at 10.00am**

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KNP will assume no responsibility for the tender’s misplacement or premature opening.

**2.16. Deadline for Submission of Tenders**

Tenders must be received by KNP at the address specified under paragraph 2.15.2 not later than **16<sup>th</sup> June, 2020 at 10.00am**

- 2.16.1 KNP may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KNP and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit the tender box shall be received by KNP as provided for in the appendix.

**2.17. Modification and Withdrawal of Tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KNP prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

**2.18. Opening of Tenders**

KNP will open all tenders in the presence of tenderers’ representatives who choose to attend, on **16<sup>th</sup> June, 2020 at 10.00am** and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance

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

2.18.2 KNP will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

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

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

2.20.3 KNP may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KNP 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 KNP'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 KNP and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

2.22.2 KNP's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

(a) Operational Plan

- (i) KNP requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than KNP have required delivery time will be treated as nonresponsive and rejected.

(b) Deviation in payment schedule

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

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

## **2.23. Contacting KNP**

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

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

## **2.24 Post-qualification**

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

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KNP 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 KNP will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **2.25 Award Criteria**

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

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

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

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

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

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

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

## **2.27 Notification of Award**

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

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

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

## **2.28 Signing of Contract**

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

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

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

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

## **2.29 Performance Security**

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

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

## **2.30 Corrupt or Fraudulent Practices**

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

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

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

## **Appendix to instructions to Tenderers**

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

### **(I) Provisions of Appendix to instructions to Tenderers**

Instruction to tender reference	Particulars of Appendix to instructions to tenderers

2.1 Eligible Tenderers	Registered Insurance Underwriters only.
2.12 Tender Security	Tender security required- KShs. 20,000/= in the form of Unconditional Bank/insurance Guarantee.
2.14.1 Number of Tender Copies Required	One original and one copy properly bound and document <b>MUST be sequentially numbered/ paginated and initialed on all pages including attachments</b>
2.15.2 (b) State day, date and time of tender closing	<b>16<sup>th</sup> June, 2020 at 10.00am</b>
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3	<b>Delivered to Chief Principal Kitale National Polytechnic P.O. Box 2162 - 30200 KITALE</b>
2.18.1	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

## (II) CRITERIA OF EVALUATION

The evaluation criteria will be applied as indicated here below: -

<b>1.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>(YES/NO)</b>
a)	Certified Copy of Certificate of Incorporation/Registration	
b)	Duly filled, signed and stamped form of tender	
c)	Duly filled signed and stamped Confidential Business Questionnaire	
d)	Duly filled signed and stamped Price Schedule form	
e)	Copy of Valid Tax Compliance Certificate from KRA	
f)	Certified copy of AKI membership for the current year 2020	
g)	Certified copy of registration certificate from IRA for 2020	
h)	A valid Single business permit from County Government for 2020	
i)	Submit copies of audited accounts for the latest three (3) financial years (2017, 2018 & 2019)	
j)	Duly filled, signed and stamped Self Declaration Form	

p)	Original and copy of Tender document <b>MUST</b> be paginated/ serialized/ Numbered sequentially and initialed on all pages including attachments in the format (1,2,3.....n) <b>1</b> being the cover page and <b>n</b> being the last attachment forming part6 of the tender document.	
q)	Submit a tender security of Kshs. 15, 000.00 in form of a bank/insurance guarantee from either commercial banks or insurance companies approved by PPRA valid for 120 days from date of tender opening. <i>(Note: No self-guarantee, to use tender security from an Insurance company, you have to provide from a different company)</i>	
	<b>RESPONSIVENESS</b>	

**Note;**

**i) The bidder MUST meet all the mandatory requirements to qualify for financial evaluation. Any change not meeting the minimum requirement will lead to disqualification.**



## **FINANCIAL EVALUATION**

### **PLEASE NOTE:**

- To qualify for financial evaluation a bidder must meet all the mandatory
- requirements stipulated herein. The Insurance firm will be evaluated according to the indicated criteria only.

### **3. Financial Evaluation/ Award Criteria**

Firms Quotes shall be compared to determine the lowest responsive evaluated bidder.

The firm meeting all the mandatory requirements and being the lowest responsive and evaluated bidder shall be recommended for award.

### SECTION III - GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

3.4.1 The Service provider shall not, without KNP’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KNP in connection therewith, to any person other than a person employed by the service provider in the performance of the Contract.

3.4.2 The Service provider shall not, without KNP’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

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

### **3.5. Patent Rights**

3.5.1 The Service provider shall indemnify KNP 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 KNP the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KNP 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 KNP and shall be in the form of:

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

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

### **3.7. Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Service provider in accordance with the terms specified by KNP in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

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

### **3.9. Prices**

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

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 15% of the original contract price

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

### **3.10. Assignment**

3.10.1 The Service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with KNP's prior written consent.

### **3.11. Termination for Default**

3.11.1 KNP may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider terminate this Contract in whole or in part:

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

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

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

3.13.1 KNP by written sent to the service provider, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the service provider 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 KNP may elect to cancel the services and pay to the service provider an agreed amount for partially completed services.

### **3.14. Resolution of Disputes**

3.14.1 KNP and the service provider shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### 3.15. Governing Language

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

### 3.16. Applicable Law

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

### 3.17 Force Majeure

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

### 3.18 Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

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

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.

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	Performance security equivalent to 10% of tender sum required in form of unconditional bank guarantee
3.6.3	Unconditional bank/insurance guarantee
3.7 Delivery of Services	The insurance firm shall be required to confirm cover before the commencement date by delivering Policy Document and insurance certificates where applicable. The policy document shall be prepared and delivered within 30 days from the award notification date. <b>The Framework Contract is</b>

	<b>for a period of Two Years</b> with no possibility of extension.
3.8 Payment	30 days after receipt of Invoice and Debit Notes
3.14 Resolution of Disputes	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16 Applicable law	The Laws of Kenya/ The Insurance Act Cap 487
3.18 Notices	<b>CHIEF PRINCIPAL KITALE NATIONAL POLYTECHNIC P.O. Box 2162 – 30200, <u>KITALE</u></b>

## SECTION V - SCHEDULE OF REQUIREMENTS

The KITALE NATIONAL POLYTECHNIC (KNP) wishes to have in place quality and affordable Comprehensive Motor vehicle Insurance Cover for 7 Vehicles. **Additional Vehicles purchased to be covered immediately upon delivery to the Polytechnic during the period of the cover.**

This will be for the period commencing 25<sup>th</sup> July 2020. The cover shall be for two years non renewable

The Types of services that are required are:-  
Benefits shall also include Excess Protector, Political Violence and Terrorism and Passenger Legal Liability (PLL).

The prospective bidders are required to:

- (i) provide information under specific conditions
- (ii) Provide quotes as per format provided
- (iii) State their most competitive premiums inclusive of all the requisite taxes.
- (iv) Must provide a comprehensive list of service providers
- (v) Declare all exclusions and inclusions for all insurance covers
- (vi) Must have credit facilities with all providers within the proposed panel

### DETAILS:

#### MOTORVEHICLES TO BE INSURED

VEHICLE	Make	VALUE TO BE INSURED	SOURCE	COMMENCEMENT OF COVER
KCK 527 U - 33 SEATER BUS	Isuzu	4,190,000	As per last year valuation	25 <sup>th</sup> July, 2020
KBB 449 S - 63 SEATER BUS	Isuzu	3,690,000	As per last year valuation	25 <sup>th</sup> July, 2020
KBG 345 C - 5 SEATER DOUBLE CABIN	Nissan Hard Body	1,340,00	As per last year valuation	25 <sup>th</sup> July, 2020
KCT 161 Y 5 SEATER SALOON CAR – DRIVING SCHOOL CAR	Toyota Alto	850,000	Delivered September, 2020	16th November,2020
KCP 667 K LORRY - DRIVING SCHOOL LORRY	Isuzu	3,450,000	Delivered September, 2020	16th November,2020
KCT 160 Y TRACTOR – FOR HIRE SERVICES AND TRAINING	New Holland	2,380,000	Delivered September, 2020	16th November,2020
<b>NEW 67 BUS TO BE DELIVERED BY 25<sup>TH</sup> JUNE,2020</b>	Isuzu	11,980,000	End of June 2020	



**Notes:**

- KNP may acquire additional motor vehicles during the two (2) year framework contract period and the vehicles shall be insured and covered under the same rates, terms and conditions of the existing contract. Cover for any other additional vehicle shall commence as may be instructed by KNP.
- The tenderer must disclose the percentage and minimum/maximum amount charged on all classes of motovehicles in cases where the employer is to be blamed. The percentage should not exceed 5%.
- Premium payment shall be made per year. In consideration to the commencement of cover.

**MOTORVEHICLE COMPREHENSIVE INSURANCE COVER**

POLICY	Motorvehicle Comprehensive Insurance
PERIOD	Two Years
SCOPE OF COVER	<b>Comprehensive cover:</b> Provides Indemnity to the insured for loss or damage to motor vehicles and its accessories and spare parts whilst thereon as well as third party liability occasioned by use of the vehicle.
LIMITS OF LIABILITY	Third Party Persons – Unlimited Third Party Property – Kshs 10 million Passenger Liability Claims – Kshs 4 million per person Towing charges – Kshs 50,000 Repair Authority – Kshs 50,000 Medical Expenses – Kshs 50,000 Radio Cassette – Replacement Value Windscreen -Kshs-Replacement Value Provide a replacement vehicle in case of unavailability of insured vehicles and indicate conditions therein.
EXCESS	The premium quoted must be inclusive of the excess protector.
CANCELLATION NOTICE	Thirty (30) Days
EXTENSIVE CLAUSES	<ol style="list-style-type: none"> <li>1. Including Passenger Legal Liability</li> <li>2. Including Liability of passengers acts of negligence</li> <li>3. Including strike, political violence, terrorism, riot and civil commotion</li> <li>4. Including windscreen/window glass damage clause</li> <li>5. Including unspecified radio/cassete damage clause</li> <li>6. Including earthquakes, floods and all special perils</li> <li>7. Including use by motor trader</li> <li>8. Including unobtainable parts clause</li> <li>9. Including personal effects Kshs 100,000</li> </ol>
GEOGRAPHICAL AREA	East Africa subject to COMESA yellow card.

Notes: All Polytechnic's vehicles involved in accident and repairs authorized by the insurance company and irrespective of their age, will not attract extra charges apart from Policy excess.

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

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

# **FORM OF TENDER**

**To:**  
**Chief Principal**  
**Kitale National Polytechnic**  
**P.O. Box 2162-30200**  
**Kitale**

Date .....

**Tender No. KNP/RT/2019-020/07**

Tender Name; **Provision of Comprehensive Medical Insurance Cover for Council Members.**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide: **Comprehensive Motorvehicle Insurance** under this tender in conformity with the said Tender document for the sum of  
.....  
..... *[Total Tender amount in words and figures]*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

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

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

5. We understand that you are not bound to accept the lowest or any tender you may receive.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_

[Signature]

[In the capacity of]

**Duly authorized to sign tender for and on behalf of**

# **PRICE SCHEDULE FORM**

## **KITALE NATIONAL POLYTECHNIC STAFF MEDICAL SCHEME**

### **PREMIUM SUMMARY**

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT			Exces
		Premium	Taxes – show separately all applicable taxes	Total Premium(to be carried to Form of Tender)	

We undertake, if our tender is accepted, to place/ provide medical insurance covers/ services in accordance with the schedule rates and delivery dates specified herein above.

Name .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature: .....

Company Rubber Stamp.....

**COMMITMENT LETTER**

Date.....

Chief Principal,  
KITALE NATIONAL POLYTECHNIC  
P O Box 2162– 30200,  
**KITALE.**

Dear Sir,

**REF: COMMITMENT TO INCLUDE ADDITIONAL SERVICE PROVIDERS &  
PROMPT PAYMENT**

We ..... (*name and address of the firm*)  
commit that we will include additional services providers (hospitals, medical specialists/  
consultants, pharmacies etc) to our panel within a month of receiving a written request from the  
Polytechnic.

We also undertake, if our Tender is accepted, to pay the service providers promptly to avoid service  
disruption.

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between National Industrial Training Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called KNP) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KNP invited tenders for the medical insurance cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_

\_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-**

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

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

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

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

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:

Business Name.....  
Location of business premises .....  
Plot No. .... Street/Road.....  
Postal Address ..... Tel. No. ....Fax ..... Email .....  
Nature of business .....  
Registration Certificate No. ....  
Maximum value of business which you can handle at any one time Kshs.....  
Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

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

**Party 2(b) – Partnership**

Give details of partners as follows

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

**Part 2(c) Registered Company: Private or public** .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer .....

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

**SELF-DECLARATION FORM**

Date \_\_\_\_\_

To:

**CHIEF PRINCIPAL**  
**KITALE NATIONAL POLYTECHNIC**  
**P.O. Box 2162-30200**  
**KITALE**

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.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)



**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

*(Sections 62 of the PPDA, 2015)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory .....

Official Stamp.....

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

## **PROFESSIONAL QUALIFICATIONS**

<b>Officer's Name</b>	<b>Position Held</b>	<b>Professional Qualifications (list)</b>	<b>Date of Qualification</b>	<b>Educational Qualification – Highest only e.g., University degree (Specify)</b>

Signature \_\_\_\_\_  
Principal Office \_\_\_\_\_ Date \_\_\_\_\_

## TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

To: .....  
*[Name of procuring entity]*

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[Reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
*[Description of insurance services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....

*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money within the limits of ..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Signature and seal of the Guarantors**

\_\_\_\_\_  
*[Name of bank of financial institution]*

\_\_\_\_\_  
*[Address]*

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

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT  
ADMINISTRATIVE REVIEW BOARD**

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

.....APPLICANT

AND

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

Request for review of the decision of the National Construction Authority of .....dated the...day  
of .....20.....in the matter of Tender No.....of .....20... **REQUEST FOR REVIEW**

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

- 1.
2. etc.

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

- 1.
2. etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

.....20.....

SIGNED

Board Secretary