



NAIROBI CITY WATER & SEWERAGE COMPANY LTD.

KAMPALA RD, P. O. Box 30656-00100, Nairobi, Kenya

Tel: +254 703 080000

Email: tenders@nairobiwater.co.ke

www.nairobiwater.co.ke



CONTRACT No. NCWSC/35/2018

PROVISION OF INSURANCE BROKERAGE SERVICE (WIBA/GPA/GROUP LIFE COMBINED POLICY & EMPLOYERS LIABILITY POLICY)

DECEMBER, 2018

**Closing Date: Friday 4th January 2019
Closing Time: 12:00 pm**

Board of Directors:

*R. M. Nzomo, MBS (Chairman), J. Mwangi (Vice-Chair), J.K. Wanyama, R.Khamati, S.O. Ojanga, M. Mutua,
Dr. K. Omoke, L. Ouma, P. Arungah, Eng. N. M. Muguna (Ag. Managing Director)*

SECTION I - INVITATION FOR TENDERS

TENDER NO. NCWSC/35/2018: PROVISION OF INSURANCE BROKERAGE SERVICE (GROUP LIFE)

- 1.0 The Nairobi City Water and Sewerage Company Ltd invites sealed Bids for Provision of Insurance Brokerage Services as per detailed Terms of Reference and schedule of requirements.
- 1.1 Interested eligible candidates may obtain further information and inspect the Bid documents at Nairobi City Water and Sewerage Company Ltd, procurement office; on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays).
- 1.2 A complete set of Bid documents may be downloaded by interested bidders for free from the company website – www.nairobiwater.co.ke.
- 1.3 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi** or be addressed to **Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, P.O Box 30656-00100, Tel: 254-0703 080000, Nairobi, Kenya** so as to be received on or before 12.00 noon, **Friday 4th January 2019**.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for one-fifty (150) days from the closing date of the Bid.
- 1.5 Bids shall be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi**.
- 1.6 All bids shall be accompanied by a bid security **as specified in the instruction to tenderers**.

1.7 **Nairobi City Water and Sewerage Company** reserves the right to accept /reject all or part of the Bids.

For Managing Director
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
Tel. 254 0703080000
Nairobi, Kenya.

E-mail: info@nairobiwater.co.ke

Website: www.nairobiwater.co.ke

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Bids is open to all Bidders eligible as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Bid.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for Bids.
- 2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the Bidder.

2.3 Cost of Bidding

2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. **The Bid Document**

2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders

- (i) Invitation to Bid
- (ii) Instructions to Bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Bid Form and Price Schedules
- (viii) Contract Form
- (ix) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire

2.4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all information required by the Bid documents or to submit a Bid not substantially responsive to the Bid documents in every respect will be at the Bidders risk and may result in the rejection of its Bid.

2.5 **Clarification of Documents**

2.5.1 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) days

prior to the deadline for the submission of Bids, 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 Bidders that have received the Bid document.

2.5.2 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of Bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by amendment.

2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 **Language of Bid**

2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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 Bid, the English translation shall govern.

2.8 **Documents Comprising of Bid**

2.8.1 The Bid prepared by the Bidders shall comprise the following components

- (a) a Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below,

- (b) documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
- (c) documentary evidence established in accordance with paragraph h2..2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
- (d) Bid security furnished in accordance with paragraph 2.14

2.9 **Bid Forms**

2.9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Bid Prices**

2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the Bid shall be 150 days from the date of opening of the Bid.

2.11 **Bid Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings ONLY unless otherwise specified in the Appendix to Instructions to Bidders.

2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The Bidder shall furnish, as part of its Bid, Documents establishing the Bidders eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

2.12.2 The documentary evidence of the Bidders eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Bid Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the Bid documents may be in the form of literature, drawings, and data, and shall consist of: -

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3I above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Bid Security

2.14.1 Bid security shall be the amount stated in the appendix to instruction to tenderers.

2.15 Validity of Bids

2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.16 Format and Signing of Bid

- 2.16.1 The Binding entity shall prepare two copies of the Bid, clearly marking each “**ORIGINAL BID**” and “**COPY OF BID,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unlamented printed literature, shall be initialed by the person or persons signing the Bid.
- 2.16.3 The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.17 Sealing and Marking of Bids

- 2.17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, 3wduly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Bid:
 - (b) bear, Bid number and name in the Invitation for Bids and the words, “**DO NOT OPEN BEFORE,**” **Friday 4th January, 2019.**
- 2.17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **12noon- Friday 4th January, 2019.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Bids

2.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring prior to the deadline prescribed for submission of Bids.

2.19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by E-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.14.7

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

2.19.6 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12 noon on **Friday 4th January, 2019** and in the location specified in the Invitation to Bid. The Bidders' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The Bidders' names, bid modifications or withdrawals, bid prices, discounts and the presence or absence of requisite Bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the Bid opening.

2.21 Clarification of Bids

2.21.1 To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the Bids 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 Bids are generally in order.

- 2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 2.22.5 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.22.6 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of Bid closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Bids

- 2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Bid evaluation committee shall evaluate the Bid within 30 days of the validity period from the date of opening the Bid.

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no Bidder shall contact the Procuring entity on any matter related to its Bid, from the time of the Bid opening to the time the contract is awarded.

2.26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the Bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

2.28 Procuring entity's Right to Accept or Reject Any or All Bids

2.28.1 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring entity's action

2.29 Notification of Award

2.29.1 Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid has been accepted.

2.29.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.29.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to paragraph 2.14

2.30 Signing of Contract

2.30.1 At the same time as the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

2.30.2 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.

2.30.3 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and return it to the Procuring entity.

2.31 Performance Security

2.31.1 Performance security shall be ten percent of the contract price.

2.32 Corrupt or Fraudulent Practices

2.32.1 The Procuring entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.32.2 The procuring entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.32.3 Further a Bidder 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 brokerage 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	<i>Particulars of Appendix to instructions to tenderers</i>
2.1	Insurance Brokerage Firms
2.14 Tender Security	<i>All bids shall be accompanied by a bid security of not less than Kes 500,000/= (Five Hundred Thousand) only</i>
2.16.1 Number of Tender Copies Required	Two copies of the Bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,”
2.18.2 State day, date and time of tender closing	Friday 4th January 2019 at 12.00 p.m.
2.18.3	Tender box located at first floor Main Administration Block, NCWSC Head office Kampala road,
2.24. The evaluation criteria	See (II) below

(II) EVALUATION CRITERIA

Mandatory requirements

These are as detailed in the table below:

NO	MANDATORY REQUIREMENTS
a)	General Conditions Apply to the bidder (Broker)
1	Bidders shall prepare and submit Two copies of the Bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” .Both documents shall be enclosed in different envelopes clearly marked original and copy
2	The broker to provide an authorization letter from the proposed underwriter(s). Failure to submit the letter of authorization will render the broker non-responsive.
3	Submit valid and original tender security of not less than <i>Kes 500,000/= (Five Hundred Thousand) only.</i>
4	Offer eligibility statement on bidders letterhead indicating that the bidder is eligible for the assignment and has not been debarred for any procurement within the last five years
5	Confidential business questionnaire duly filled
6	Declaration that the bidder will not engage in any corrupt or fraudulent practice and that the bidder is not debarred from participating in procurement proceedings.
7	Copy of Current Valid Tax Compliance Certificate from KRA
8	Copy of Certificate of Incorporation/Registration
9	Attach copy of current valid certificate of compliance to NHIF
10	Attach copy of current valid certificate of compliance to NSSF
11	Copy of Current Business License from Nairobi County Government
13	Submit written Power of Attorney
14	Submit authority to seek reference from bidders’ references
15	Brokers to serialize and Stamp every Page of their document with Official rubber Stamp for Ownership.
16	Copy of the audited accounts for the last two (2) financial years
17	Certificate of registration as a broker by IRA (Insurance Regulatory Authority) - 2017 (Attach valid current Copy)
18	Bank guarantee of Ksh. 3 Million deposited with the IRA (Attach copy)
19	A copy of professional indemnity insurance cover of not less than Kshs.10 million
20	Current membership registration with Association of Insurance Brokers of Kenya (AIBK) (attach copy)
21	List of certified directors (Attach current copy of CR12)
22	The Original Bid Document issued by NCWSC shall be returned as part of the Tender Document. Bidders must submit all the pages of the Bid document as issued without altering the content therein. All required information shall be attached to the Original Tender document and neatly bound. Documents

	submitted as Loose papers (files) will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage.
b)	The underwriter
1	The Underwriter shall prepare and submit Two copies of the Bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,”. Both documents shall be enclosed in different envelopes clearly marked original and copy.
2	Offer eligibility statement on bidders letterhead indicating that the bidder is eligible for the assignment and has not been debarred for any procurement within the last five years
3	Confidential business questionnaire duly filled
4	Declaration that the bidder will not engage in any corrupt or fraudulent practice and that the bidder is not debarred from participating in procurement proceedings.
5	Copy of Current Valid Tax Compliance Certificate from KRA
6	Copy of Certificate of Incorporation/Registration
7	Attach copy of current valid certificate of compliance to NHIF
8	Attach copy of current valid certificate of compliance to NSSF
9	Copy of Current Business License from Nairobi County Government
10	Offer eligibility statement on bidders letterhead indicating that the bidder is eligible for the assignment and has not been debarred for any procurement within the last five years
11	Submit written Power of Attorney
12	Certificate of registration by the Commissioner of Insurance for the current year (Attach valid, current copy)
13	Proof of company’s annual gross premiums in the previous year of at least Ksh. 500 million excluding motor insurance premiums
14	Proof of capital paid-up for general insurance of not less than Ksh 300 Million or Ksh 150Million for life assurance
15	Current and valid membership to the Association of Kenya Insurers (AKI) (Attach valid, current copy)
16	Copy of the proposed underwriters audited accounts for the last two (2) financial years
17	Must have been in existence for the last five (5) years (attach evidence)
18	Underwriters to serialize and Stamp every Page of their document with Official rubber Stamp for Ownership.
19	Current ratio should be $\geq 1:1$ (CA:CL)
20	Working ratio should be $\leq 90\%$ Working ratio = (Total expenses – (depreciation + debt expenses)/total revenue) X 100

Bidders lacking any of the above mandatory requirements will be dropped at this stage and shall not proceed to the technical stage of evaluation.

Technical evaluation:

Technical evaluation: Applicable for the broker.

	Criteria	Score
A	Track record and references	
	<p>a) List of at least five (5) reputable corporate clients with LPO/LSO/contracts/award letters and recommendation letters where <i>similar undertakings</i> have been handled in the previous years (Attach Evidence) (one undertaking=3marks)</p> <p>b) Must have continuously operated as insurance broker for the last five (5) years - One year (1 marks)</p>	20
B	Relevant human resource qualification and experience (attach certificates and CVs). MUST clearly indicate the team leader and the two technical staff.	43
(i)	<p>Team leader. (Principal officer)</p> <p>a) Academic qualification (Max 6Marks)</p> <p>i) university degree (6 marks)</p> <p>ii) diploma (3 marks)</p> <p>iii) certificate (2 marks)</p> <p>b) Professional Qualification (Max 5Marks)</p> <p>i) diploma from chartered institute of insurance or equivalent(5mks)</p> <p>ii) certificate in insurance management (2 marks)</p>	
(ii)	<p>Two (2) other technical staff</p> <p>a) Academic qualification (Max 10marks)</p> <p>i) university degree (5 marks each)</p> <p>ii) diploma (3marks each)</p> <p>iii)certificate (1 marks each)</p> <p>b) Professional Qualification (Max 6marks)</p> <p>i) diploma from chartered institute of insurers or equivalent(3mks)</p> <p>ii) certificate in insurance management (2 mark)</p> <p>c) Experience (Max 6marks)</p> <p>a) Team leader</p> <p>i) Over 7 years (6 marks)</p> <p>ii) 3 yrs but below 7yrs(4 marks)</p> <p>iii) Below 3 yrs (1 mark)</p> <p>b) two (2) other technical staff (Max 10marks)</p> <p>i) Over 5 years (5marks each)</p> <p>ii) below 5yrs (2mark each)</p>	

C	Volume of business handled in the last Two (2) years (Attach evidence) i. Equal or over Kshs. 100 million (20mks) ii. 70 million \geq and $<$ 100million (10mks) iii. Below 70 million (5 marks)	20
D	Least period used to settle previous claims upon presentation of all required documents (Attach discharge voucher of 5 claims (above 1 million) settled in the last one year) i. Below 3 months (3mks each) ii. Above 3 months (1 mk each)	15
E	Claims handling strategy	2
	Total Score	100

Bidders shall be required to obtain a minimum of eighty-five (85) marks at the Technical Evaluation in order to qualify to proceed to next Financial Evaluation stage.

Financial Evaluation

The lowest Evaluated bidder shall be awarded the contract

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 NCWSC 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 NCWSC under the Contract.
- (d) “NCWSC” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without NCWSC’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 NCWSC in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without NCWSC'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 NCWSC and shall be returned (all copies) to NCWSC on completion of the contract's or performance under the Contract if so required by NCWSC.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify NCWSC 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 fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to NCWSC the performance security where applicable in the amount specified in SCC

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

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

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by NCWSC 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 contractor under this Contract shall be specified in SCC

3.82. Payment shall be made promptly by NCWSC, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Prices charged by the Bidder for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Bidder in its Bid.

3.9.2 Contract price variations shall not be applicable for the first one year (12 months).

3.9.3 Contract price variation shall be as per the provisions of the PPADA 2015.

3.10. Assignment

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

3.11. Termination for Default

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

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

3.11.2 In the event NCWSC 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 Contractor shall be liable to NCWSC for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

- 3.13.1 NCWSC 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 entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination NCWSC may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 NCWSC and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.1.1 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

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

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	10% of total sum of premiums
3.7 Delivery of Services	W.E.F Contract Agreement Signing date for a period of 12 months renewable for a further period of one year based on performance.
3.8 Premium Payment	after receipt of Invoice/Debit Notes (within 60 days)
3.9 Price variation	No price variation within the first year of the contract.
3.16 Applicable law	The Laws of Kenya
3.18 Notices	The Managing Director, Nairobi City Water & Sewerage Company,

SECTION V - SCHEDULE OF REQUIREMENTS

NCWSC has set aside funds for the provision of Group Personal Accident, Group Life Assurance, Work Injury during the current financial year.

The details of classes/covers of insurance required are provided here below. The brokers are required to provide all the details in the format given of the cover that include: -

1. Special Clauses,
2. Exclusion Clauses,
3. Excess/Deductibles/Riders,
4. Premium Charged,
5. Insurer/underwriter, etc

1

EMPLOYERS LIABILITY		
INSURED	NAIROBI CITY WATER & SEWERAGE CO. LTD	Account No. TBA by the Underwriter
CLASS OF INSURANCE	Employers liability (Common Law)	Policy No. TBA by the Underwriter
PERIOD OF COVER	One year	
RISKS COVERED	To offer protection against legal liability (under Common Law), for damages and claimant's costs and expenses of lawsuits filed by an employee due to death or injury arising out of or in the course of their work, through any perceived negligence by the Insured.	
INSURED PERSONS	All Employees of the company	
LIMITS OF LIABILITY	Any One Person	2,000,000.00
	Any one event	10,000,000.00
	Any one Year	20,000,000.00
EXCESS	Kshs. 25,000/= for each and every claim	
Special Clauses:	Including Casual employees	
	Including Sports and team building activities by employees	

2

GROUP LIFE, GPA AND WIBA COMBINED POLICY		
INSURED	NAIROBI CITY WATER & SEWERAGE CO. LTD	Account No. TBA by the Underwriter
CLASS OF INSURANCE	Group Life, GPA and WIBA Combined Insurance Policy	Policy No. TBA by the Underwriter
PERIOD OF COVER	One year	
RISKS COVERED	Payment of benefits Worldwide as defined, death, permanent disablement, temporary partial disablement, medical expenses in accordance with the benefits specified under the work injury benefits Act of 2007, 2012 amendment	
INSURED PERSONS	On 3636 employees earning a monthly basic salary of Kshs.235,990,289.30 (Staff list shall be issued to the successful bidder) This amount may change based on additional staff to be recruited in the course of the year.	
BENEFITS LIMIT	To be reviewed jointly before renewal of policy	
	GPA/WIBA	
	24 hours	
	Death -8 Years Basic Salary	
	Permanent total disability 8 Years Basic Salary	
	Total Temporary Disability 52 weeks	
	Medical-as a result of accidental and or bodily injury - Kshs. 100,000/=	
	GROUP LIFE EXTENSION	
	Death Benefit – 5 years basic Salary	
	Critical Illness – 30% of Death Benefit	
	Last Expense Benefit (Employees) – Kshs. 300,000/=	
	Last Expense Benefit (Spouse) – Kshs. 75,000/=	
	EXCESS	DEATH :NIL
Injury (WIBA) - Kshs. 5,000/= for each and every claim		
Special Clauses:	Subject to IRA Standardized policy	
	Compliance with the WIBA Act	
	Disappearance clause	
	Worldwide cover	
	24 hours cover	
	Including Travel as a passenger in any standard type licensed aircraft / vessel	
	Including occupational illness	
	Including sports and team building activities by employees	

PRICE SCHEDULE FORM

PREMIUM SUMMARY

NB: The Brokers should recommend one Underwriter per policy/class.

LIFE INSURANCE CLASSES

S/No.	POLICY/CLASS	TOTAL COST PAYABLE BY CLIENT			RECOMMENDED LEAD UNDERWRITER
		Premium	Taxes- show separately all applicable taxes	Total Premium	
1	Group Life, Group Personal Accident & WIBA Combined policy- All Employees				
2	Employers Liability				
	TOTAL				

In Words

We undertake, if our tender is accepted, to place insurance covers in accordance with the details specified herein above.

Name of the Broker

Name of authorized signatory:

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/Seal:.....

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **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.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **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 NCWSC.
5. **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 NCWSC.

Form of Tender

To: Name and address of procuring entity

Date _____

Tender No.

Tender Name

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 Insurance Services 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 _____ 20____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between Nairobi City Water & Sewerage Company Ltd of _____ [country of Procurement entity] (hereinafter called NCWSC) of the one part and _____ [name of tenderer] of _____ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS NCWSC invited tenders for the GPA 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) NCWSC’s Notification of Award
3. In consideration of the payments to be made by NCWSC to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCWSC to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. NCWSC 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 NCWSC)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kes.

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

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kes.

Issued Kes.

Given details of all directors as follows

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

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth,
- Naturalization or registration.

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 Nairobi City Water & Sewerage Company Ltd(hereinafter called <NCWSC> 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 NCWSC on the Form; or
2. If the tender, having been notified of the acceptance of its tender by NCWSC 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 NCWSC up to the above amount upon receipt of its first written demand, without NCWSC having to substantiate its demand, provided that in its demand NCWSC 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 Nairobi City Water & Sewerage Company Ltd ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary