



## KENYA URBAN ROADS AUTHORITY

*Efficient and safe urban roads.*

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TENDER NO. KURA/RMLF/HQ/240/2020-2021

# TENDER FOR PROVISION OF FUEL TO KURA MOTOR VEHICLES

JANUARY, 2021

DIRECTOR, CORPORATE SERVICES  
KENYA URBAN ROADS AUTHORITY  
P. O. BOX 41727 – 00100  
NAIROBI

DIRECTOR GENERAL  
KENYA URBAN ROADS AUTHORITY  
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## SECTION I - INVITATION FOR TENDERS

### TENDER NO. KURA/RMLF/HQ/240/2020-2021 TENDER FOR PROVISION OF FUEL TO KURA MOTOR VEHICLES

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- 1.1 The Kenya Urban Roads Authority (KURA) invites sealed tenders from duly registered Oil Marketing Companies for provision of Fuel to KURA Motor vehicles for ONE (1) Year to be renewed at the sole discretion of KURA upon satisfactory performance of the supplier and availability of budget.
- 1.2 Interested and eligible Oil Marketing Companies may obtain further information from and inspect the tender documents at Supply Chain Management Department situated at Ground Floor, Barabara Plaza- Block D, Mazao Road, Off South Airport Road, JKIA, during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 (Kenya shillings One Thousand Only) in form of Banker's Cheque payable to Kenya Urban Roads Authority. The same documents can be accessed from KURA Website [www.kura@go.ke](http://www.kura@go.ke) for free but bidders MUST register with Supply Chain Management Department.  
  
The bidder is informed that there shall be no **pre-bid conference**. In case bidders require clarification, please send your inquiries as per the details given in the tender notice
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from tender opening date.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Ground Floor, Barabara Plaza- Block D, Mazao Road, Off South Airport Road, JKIA so as to be received on or before the date and time in the tender notice.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Oil Marketing Companies' representatives who choose to attend at Ground Floor, Barabara Plaza- Block D, Mazao Road, Off South Airport Road, JKIA.

Deputy Director, SCM

FOR: DIRECTOR GENERAL

SECTION II - INSTRUCTION TO TENDERERS

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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 KURA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KURA 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 KURA, 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/= for hard copy and free for those who download.
- 2.2.3 KURA 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 services
  - (vi) Form of Tender
  - (vii) Price Schedules
  - (viii) Contract Form
  - (ix) Confidential Business Questionnaire Form
  - (x) Tender security Form
  - (xi) Performance security Form
  - (xii) Declaration Form
  - (xiii) 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 KURA by post, fax or by email at KURA's address indicated in the Invitation for tenders. KURA will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by KURA. 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 KURA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, KURA, 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, KURA, 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 KURA, 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 Form of Tender 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 KURA'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 is required to protect KURA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee.

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

2.12.4 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.



2.12.5 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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) If the tenderer reject correction of an arithmetic error in the tender.
- (c) 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.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KURA as non-responsive.

2.13.2 In exceptional circumstances, KURA 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 one (1) original and (1) copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KURA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE the Closing date and time indicated on newspaper advertisement

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, KURA will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by KURA at the address specified under paragraph 2.15.2 not later than the Closing date and time indicated on tender notice.

2.16.2 KURA 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 KURA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by KURA 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 KURA prior to the deadline prescribed for submission of tenders.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## 2.18. Opening of Tenders

2.18.1 KURA will open all tenders in the presence of tenderers’ representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.3 KURA 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 KURA 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 KURA during 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 KURA 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 KURA 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, KURA 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 KURA'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 KURA 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, KURA 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 KURA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 KURA'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) KURA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KURA's required delivery time will be treated as non-responsive 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. KURA 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 KURA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KURA 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 KURA 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KURA 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 KURA 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 KURA 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 award, 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 KURA 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 KURA's action. If KURA determines that none of the tenders is responsive, KURA shall notify each tenderer who submitted a tender.

2.26.2 KURA 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, KURA will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

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 KURA 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 KURA 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 KURA notifies the successful tenderer that its tender has been accepted, KURA 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 KURA.

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 BUT not before expiry of 14 days 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 KURA.

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

## 2.30 Corrupt or Fraudulent Practices

2.30.1 KURA 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 KURA 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 private security 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
2.1.1 Eligible Tenderers	Kenyan Registered Oil Marketing Companies
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 100,000/= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	120 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3 Bulky tenders	Delivered to The Director General's Office, Kenya Urban Roads Authority, Barabara Plaza, Block D, Mazao Road, Off South Airport Road, JKIA.
2.18.1 Opening of Tenders	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

## (II) Criteria of Evaluation

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

### **All documents *MUST* be certified by a Commissioner of Oaths**

1.	MANDATORY REQUIREMENTS	POINTS	
a)	Submit valid tender security of Kshs.100,000/- and in the form stipulated in the tender document	YES/NO	
b)	Certified Certificate of registration as an Oil Marketing Company with Ministry Energy	YES/NO	
	Certified copy of membership of Petroleum Institute of East Africa (PIEA)	YES/NO	
c)	Certified copy of Certificate of Incorporation/Registration	YES/NO	
d)	Certified copy of Valid Tax Compliance Certificate from KRA	YES/NO	
e)	Certified Copy of PIN/VAT Certificate	YES/NO	
f)	Certified copy of current CR 12	YES/NO	
g)	Certified Copy of Current Business License from Nairobi City County or any other County where business is located	YES/NO	
h)	Completed Confidential Business Questionnaire Form	YES/NO	
J)	Duly completed, signed and stamped form of tender	YES/NO	
k)	Properly bound, good presented document. Loose documents will not be accepted.	YES/NO	
l)	All pages must be sequentially serialized as per the tender notice	YES/NO	

NB: - Bidders must meet all the Mandatory requirements to qualify for technical evaluation.



2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	MAXIMUM SCORE	
a)	Firms Experience;  i. Certified List of at least 5 major Corporate Clients, Contract Sum and their recommendation letters.  ii. Certified Copies of most recent award letters or contract for provision of Fuel for at least five 5 major Corporate Clients.	YES/NO	
b)	Professional qualifications and experience of key personnel  Certified List of at least four (4) key professional staff and their CVs, copies of certificates and responsibilities, who will be handling the clients.	YES/NO	
c)	Technical capability (Conformity to the Specifications)  The Bidder must provide and meet the all stated requirements under Section VI.	YES/NO	
	System Demonstration  The Bidder shall be required to demonstrate a dummy of the Fuel Card system and its functionality.	YES/NO	
d)	Financial Capability  i. Certified audited accounts for the last three (3) years.  ii. Proof of financial stability-provide evidence (working capital).	YES/NO	
f)	Insurance Policy  General Insurance for Employer's Liability, Public Liability Valid Work Injury Benefit policy, Contractual liability insurance policy cover of not less than 10,000,000/- per event per Year. Attach certified copies of the policies.	YES/NO	
	TOTAL TECHNICAL SCORE		

#### Qualification Mark

The qualification mark shall be YES in all categories for a bidder to qualify for the financial evaluation.

## 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 KURA 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 KURA under the Contract.

- (d) “KURA” 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 super ceded 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 KURA’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 KURA 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 KURA’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 KURA and shall be returned (all copies) to KURA on completion of the contract’s or performance under the Contract if so required by KURA.

### 3.5. Patent Rights

3.5.1 The Contractor shall indemnify KURA 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 one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KURA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KURA 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 KURA and shall be in the form of Bank guarantee and in the format provided in the tender document only:
- 3.6.4 The performance security will be discharged by KURA 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 KURA 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
- 3.8.2. Payment shall be made promptly by KURA, 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 charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in KURA'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 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by KURA within 30 days of receiving the request.
- 3.10. Assignment
- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KURA's prior written consent.
- 3.11. Termination for Default
- 3.11.1 KURA 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 KURA.
  - (b) If the Contractor fails to perform any other obligation(s) under the Contract
  - (c) If the Contract in the judgment of KURA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event KURA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to KURA 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 KURA 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 KURA.

### 3.13. Termination for Convenience

3.13.1 KURA 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 KURA 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 KURA 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 shall supplement the general conditions of contract, whether there is a conflict between GCC and the SCC, the provision of SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	A performance security of 5% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.7 Delivery of Services	2020/2021 financial year renewable for a further period of ONE (1) year at sole discretion of KURA based on performance.
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall be as issued by the Energy and Petroleum Regulatory Authority (EPRA) throughout the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notices	The Director General, Kenya Urban Roads Authority, Barabara Plaza, Block D-Ground Floor, Mazao Road, Off South Airport Road, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844

## SECTION V - SCHEDULE OF REQUIREMENTS

### Background

The Kenya Urban Roads Authority (KURA) is a State Corporation established under the Ministry of Roads by the Kenya Roads Act, 2007 with the core mandate of management, development, rehabilitation and maintenance of all public roads in Cities and Municipalities in Kenya except where those roads are national roads. As a leading Government Agency with the above mandate, KURA has set aside funds for the provision of fuel to KURA motor vehicles for the financial year 2020/2021.

### Notes for preparing Schedule of Requirements

1. The schedule of Requirements shall be included in the tender documents by KURA and shall cover, at the minimum, a description of the provision of fuel to all KURA motor vehicles.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## SECTION VI: TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES

The Oil Marketing Company MUST have Fueling Stations in all towns across the country. The company must provide a list of all its stations and their geographical location for ease of identification. In addition, the company must provide the following technical information;

No.	SPECIFICATIONS	REQUIRED	TENDERER'S RESPONSE
1	Be a registered company operating in Kenya.	Mandatory	
2	Steady supply of high-quality petroleum products e.g. petrol, diesel, lubricants and car care products/services.	Mandatory	
3	A friendly and dedicated customer service team and operations support in the offices & filling stations.	Yes/NO	
4	Provide reliable and accessible contact personnel to handle communication and sort out fuel transactional issues.	Yes/No	
5	Allow use of prepaid or postpaid fuel cards in all filling stations across the country.	Mandatory	
	Fuel cards system		
6	Generate fuel cards for all the registered vehicles provided.	Mandatory	



7	Generate fuel cards for any new vehicles included in the Authority's fleet.	Mandatory	
8	Allow Immediate replacement of lost or damaged fuel cards.	Mandatory	
9	Enhance security in use of the RFID fuel cards by providing Confidential PIN Code per card.	Mandatory	
10	Assign each driver an individual code separate from the PIN code of the card, to allow trail of drivers fueling vehicles.	Yes/No	
11	Allow easy and friendly Remote PIN Unblocking, in case of any blocking of PIN.	Mandatory	
12	Allows the fleet administrators to pre -set tank size per vehicle to prevent fueling above the set tank size.	Yes/No	
13	Provide customized restrictions on the cards in relation to authorized zones, mileage, time zones, and products restrictions.	Mandatory	
14	Avail an interactive web based tool/system that will enable fleet administrators to log in and perform selected tasks on the Authority's account in the system.	Mandatory	
15	The interactive web based tool/system to provide different log in status to different fleet administrators distributed countrywide.	Yes/No	
16	The interactive web based tool/system to provide customized auto generated electronic reports (e.g. daily/monthly, per vehicle Fuel Consumption reports, Mileage reports etc.) for information and monitoring of fuel replenishment and consumption.	Mandatory	
17	For security reasons, dormant Fuel cards to have a 6-months validity period before becoming inactive	Yes/No	
18	The inactive cards to automatically renew after written request from the appointed fleet administrators.	Yes/No	
19	Give provision for mileage check, which will enable monitoring of the consumption rate for each card and address any anomalies in the event the odometer reading is inaccurately entered.	Mandatory	
	Payment mode		

20	Allow payment for the cards to be done through electronic funds transfer, cheque or Bankers cheques.	Mandatory	
21	Allow pre-paid mode of payment for the cards.	Yes/No	
	Contract period		
22	An initial contract period for two (2) years renewable subject to the Authority's satisfaction with the services rendered.	Yes/No	

## SECTION VII – SCHEDULE OF REQUIREMENTS (REGIONS) FOR PROVISION OF FUEL

Listed are the regions where KURA has offices;

No.	Region	Office Location	Coverage
1	Head Offices	Barabara Plaza, Mazao Road, JKIA	Entire Nairobi County
2	Nairobi Region	Public Works, Machakos Road	Entire Nairobi County
3	Coast Region	Mombasa	All towns in Coast
4	Lower Eastern	Machakos	All towns in Lower Eastern
5	Upper Eastern	Meru	All towns in Upper Eastern
6	Central Region	Nyeri	All towns in Central
7	South Rift Region	Nakuru	All towns in South Rift
8	North Rift Region	Eldoret	All towns in North Rift
9	Western Region	Kakamega	All towns in Western
10	Nyanza Region	Kisumu	All towns in Nyanza
11	North Eastern Region	Garissa	All towns in North Eastern

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **FORM OF TENDER** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **PRICE SCHEDULE FORM** -The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - As per the tender document the tenderer shall provide tender security in the form included hereinafter.
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 KURA.

## Form of Tender

To: KURA

Date .....

Tender No. KURA/RMLF/HQ/240/2020-2021

Tender Name: TENDER FOR ROVISION OF FUEL TO KURA MOTOR VEHICLES

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 Private Security services for KURA offices 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 fuel to KURA motor vehicles 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 \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**PRICE SCHEDULE OF SERVICES**

Description	Quantity Litres	Unit price @Litre (Kshs.)	Total price (Kshs)	Remarks
Petrol	13,983			
Diesel	53,815			

Signature of tenderer \_\_\_\_\_

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

We undertake, if our tender is accepted, to fuel to KURA Motor Vehicles in accordance with the details specified herein above.

Name of the Bidder Firm.....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal: .....

CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between Kenya Urban Roads Authority of \_\_\_\_\_ [country of Procurement entity] (hereinafter called KURA) of the one part and \_\_\_\_\_ [name of tenderer] of \_\_\_\_\_ [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS KURA invited tenders for the provision of fuel to KURA motor vehicles 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 security
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) KURA’s Notification of Award
3. In consideration of the payments to be made by KURA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KURA to provide fuel to KURA motor vehicles and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. KURA 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 KURA)

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

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

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

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

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

If a 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 fuel to KURA motor vehicles (hereinafter called <the tender.

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Kenya Urban Roads Authority (hereinafter called <KURA> 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 KURA on the Form; or
2. If the bidder refuses to accept the correction of errors in his bid or,
3. If the tender, having been notified of the acceptance of its tender by KURA 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 KURA up to the above amount upon receipt of its first written demand, without KURA having to substantiate its demand, provided that in its demand KURA 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.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed

SIGNATURE OF THE BANK.....

NAME OF SIGNATORY .....DATE.....

NAME OF THE WITNESS .....

SIGNATURE OF THE WITNESS .....DATE .....

ADDRESS OF THE WITNESS .....

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 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

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 Kenya Urban Roads 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...

---

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Director General