## **KENYA CIVIL AVIATION AUTHORITY**



efficiently managing air safety

# TENDER NO. KCAA/080/2018 - 2019 FOR

## SALE OF BOARDED MOTOR VEHICLES,

DATE OF NOTICE: TUESDAY 25<sup>TH</sup> JUNE, 2019

CLOSING DATE: TUESDAY, 9<sup>TH</sup> JULY, 2019 AT 11:00AM

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#### DATE: TUESDAY, 25<sup>TH</sup> JUNE 2019

#### **TENDER REF NO: KCAA/080/2018 – 2019**

#### TENDER NAME: SALE OF BOARDED MOTOR VEHICLES.

- **1.1** The **Kenya Civil Aviation Authority** invites sealed tenders from eligible candidates to purchase **boarded Motor Vehicles.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender document at KCAA Procurement Office on ground floor, Aviation House Building, Jomo Kenyatta International Airport during normal office working hours (8.00am-1.00pm, 2.00pm 5.00pm). Bidders may also view and download the bidding document from KCAA website: <u>www.kcaa.or.ke</u> or Public Procurement Information Portal, www.tenders.go.ke and immediately forward their particulars for records and for the purposes of receiving any further clarifications to procurement@kcaa.or.ke
- **1.1** A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (Kshs.1,000) in cash or banker's cheque payable to (Director General, KCAA). Bidders who download the tender document will not be required to pay.
- 1.2 All interested candidates are invited for a mandatory site meeting to view the boarded motor vehicles on **Tuesday**, 2<sup>nd</sup> July 2019 at 10.30am at KCAA Headquarters, Auditorium on Ground Floor, Aviation House.
- **1.3** Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box located at Ground floor, Aviation House, Jomo Kenyatta International Airport or be addressed to:

The Director General, Kenya Civil Aviation Authority, P.O Box 30163-00100, Nairobi

So as to be received on or before Tuesday, 9th July 2019 at 11.00am.

- **1.5** Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at KCAA Auditorium on Ground Floor, Aviation House, JKIA, Nairobi.
- **1.7** Late bids shall be rejected.

#### Manager Procurement For: Director General

## SECTION II - INSTRUCTIONS TO TENDERERS

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## SECTION II - INSTRUCTION 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.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

#### 2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be changed for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

#### 2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Invitation to tender
  - (ii) Instructions to tenderers
  - (iii) Schedule of items and price
  - (iv) Conditions of Tender
  - (v) Form of tender
  - (vi) Confidential Business questionnaire Form
  - (vii) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

#### 2.4. Clarification of Documents

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

### 2.5 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

### 2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

## 2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.
- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.
- 2.7.5 The tender deposit may be forfeited:
  - (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
  - (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

## 2.8 Validity of Tenders

- 2.8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.8.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.9. Viewing of Tender Items

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are

based on AS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

### 2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE **Tuesday**, 9<sup>th</sup> **July**, 2019 at 11.00AM

### 2.11 **Deadline for Submission of Tenders**

- 2.10.22.11.1. Tenders must be received by the Procuring entity at the address specified not later than **Tuesday**, 9<sup>th</sup> July, 2019 at 11.00AM
- 2.11.2The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### 2.12 Modifications And Withdrawals Of Tenders

#### **2.12.1 Modification of tenders**

- 2.12.1.1 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 the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.12.1.3 No tender may be modified after the deadline for submission of tenders

#### 2.12.2 Withdrawals and tenders

**2.12.2.1** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may

result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

## 2.13 Opening of Tenders

2.13.2The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **11.00AM on Tuesday**, 9<sup>th</sup> July, 2019 and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

- 2.13.3The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.13.4 The Procuring entity will prepare minutes of the tender opening.

#### 2.14 Clarification of tenders

- 2.14.2To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.14.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

#### 2.15 Evaluation and Comparison of Tenders

- 2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.
- 2.15.2The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## 2.16 Award Criteria

2.16.1The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

#### 2.17 Notification of Award

- 2.17.2Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

### 2.18 Contacting the Procuring entity

- 2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.18.2Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## Appendix to Instructions to tenderers.

The following information for sale of boarded stores and equipment shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions	Particulars of appendix to Instructions to tenderers
to Tenderers	I uniculars of appendix to Instructions to tenderers
Reference	
Keleicie	All paragons (individuals on anomizations) who are interested
2.1.1	All persons (individuals or organizations) who are interested. KCAA employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in this tender.
2.7	Interested bidders should submit a deposit of 10% of the cost of all the items that they are bidding for in form of cash a bankers cheque. The bankers Cheque should be submitted together with the tender document and addressed to <b>Director General</b> , <b>Kenya Civil</b> <b>Aviation Authority</b> .
2.8.1	Tender shall remain valid for a period of 90 days from the date of tender opening
2.9	All interested candidates are invited for a mandatory site meeting to view the boarded motor vehicles on <b>Tuesday</b> , <b>9<sup>th</sup> July</b> , <b>2019</b> at <b>10.30am</b> at KCAA Headquarters, Auditorium on Ground Floor, Aviation House.

## **EVALUATION CRITERIA**

Kenya Civil Aviation Authority will consider the following two categories of criteria to evaluate the tenders and consultants.

- a) Mandatory tender requirements
- b) Financial Evaluation

#### a) Mandatory tender requirements

The submission of the following mandatory items will be required in the determination of the completeness of the bid and responsiveness of bidders. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Documents to be submitted
Ten percent (10%) deposit for all the items quoted for by the respective interested
bidder in form of cash payable to KCAA cahier or a banker's cheque. The bankers
Cheque should be submitted together with the tender document and addressed to
Director General, Kenya Civil Aviation Authority.
Duly filled and signed Form of Tender
Copy of identification card for if the bidder is an individual or copy of Certificate of
Incorporation/Registration if the bidder is a company
Attach a copy of CR12 certificate from registrar of companies (in case of
registered company only)
Duly filled deposit commitment declaration form
Duly filled confidential questionnaire (Indicate all the directors and respective
shares for firms and not applicable for individuals).
Duly filled signed and stamped sworn Anti-corruption affidavit by the commissioner
of oaths.
Valid Tax Compliance certificate from KRA
Evidence of showing the interested candidate attended the mandatory site meeting to view the boarded motor vehicles on <b>Wednesday</b> , <b>26</b> <sup>th</sup> <b>June 2019</b> at <b>10.30am</b> at KCAA Headquarters, Auditorium on Ground Floor, Aviation House. Submit copy of duly signed site visit form.

#### b) Financial Evaluation

The winning bidder will be the **highest bidder above the reserve price** among those who will have passed the mandatory evaluation as outlined above except where other conditions are not met as specified in the tender document.

#### SECTION III - SCHEDULE OF ITEMS AND PRICES

#### Notes on schedule of Items and Prices

- 1. The procuring entity will prepare the schedule of items being sold, marking each item with a unique number. Where items are to be sold as a lot, the lots must be clearly indicated in the schedule.
- 2. The schedule of items and prices will include a column for the deposit to be paid by the tenderer for the item and lot. The deposit amount should be indicated by the procuring entity.

## SECTION III - SCHEDULE OF ITEMS AND PRICES

NO.	MOTOR VEHICLE DESCRIPTION (REG, NO. & MAKE)	CC	YEAR OF MANUFACTURE	BODY TYPE	LOCATION	QTY	RESERVE PRICE IN KSHS	TOTAL BID PRICE IN KSHS	10% DEPOSIT PROVIDED IN KSHS
1.	GK 443S, Ford	3.2 Diesel	1997	Farm Tractor	CTX, Nairobi	1	200,000.00		
2.	KBB 308S, Toyota Hilux	2.5 Diesel	2008	Double Cabin Pick Up	CTX, Nairobi	1	600,000.00		
3.	KBG 504C, Toyota ZRE152	1.7 Petrol	2008	Saloon	EASA, Nairobi	1	500,000.00		
4.	KBL 843G, Toyota Corolla	1.7 Petrol	2010	Saloon	HQ, Nairobi	1	700,000.00		
5.	KAW 454Z, Toyota Hiace	1.9 Petrol	2007	Micro bus	HQ, Nairobi	1	300,000.00		
6.	KBL 847G, Toyota Corolla	1.7 Petrol	2010	Saloon	HQ, Nairobi	1	600,000.00		
7.	KBL 575G, Admiral Pick up, Admiral LTA 120	2.7 Diesel	2009	Admiral LTA 120	HQ, Nairobi	1	380,000.00		
8.	KBG 717C, Motor Cycle, Yamaha AG200	200 Petrol	2008	Yamaha AG200	HQ, Nairobi	1	20,000.00		
9.	KBL 579G, S/Wagon, Cherry Tiggo S/Wagon	1.7 Petrol	2010	Cherry Tiggo	HQ, Nairobi	1	400,000.00		
10.	KBG 524C, Toyota Hilux	2.5 Diesel	2009	Pick Up	Wajir	1	451,500.00		

#### TABLE 1: SALE BOARDED MOTOR VEHICLES FOR DISPOSAL 2018-2019

#### Note:

• Reserve prices indicated are for the respective item and bidders should quote not less than this amount.

Authorized official

Name

Signature & Date

#### SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the full payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.
- 4.6 The items tendered for below the reserve price will be retained by the procuring entity.

## Appendix to conditions of tender

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

Conditions of tender reference	Particulars of the appendix to Conditions of tender
4.5	Successful bidders will be required to pay 10% of the cost of the item after every month as storage charges for failing to
	collect the items awarded.
4.6	The reserve prices for all the items have also been provided. All the items will be sold at the reserve price and above.

## **Notes on Standard Forms**

5.1 The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

Date:

Tender No. KCA/080/2018-2019

To: Kenya Civil Aviation Authority P.O BOX 30163-00100, Nairobi

Gentlemen and/or Ladies:

.....

[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 pay for and collect the items in accordance with the requirements of the tender.
- 3. We agree to abide by the tender for a period of ......*[number]* days from the date fixed for tender opening indicated in 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. We understand that you are not bound to accept the highest or any tender that you may receive.

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

[signature]

[in the capacity of]

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

## 5.2 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 applies to your type of business.

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

#### Part 1 – General

	. Street/Road
Postal Address	Tel No
	Expiring date
Maximum value of business which you can h	andle at any one time Kshs
Name of your bankers	Branch

	Part 2 (a) – Sole Proprietor				
	Your Name in full Nationality * Citizenship details	Countr	y of origin		
		Part	2 (b) Partnership		
	Given details of partners as				
	Name	Nationality	Citizenship Details	Shares	
	1				
	2			••••••	
	4				
			– Registered Company		
	Private or Public				
	State the nominal and issued	l capital of company	· _		
	Nominal Kshs.				
	Issued Kshs.	C. 11			
	Given details of all directors Name		Citizenship Details	Shares	
	1	•	-	Shares	
	2				
	3				
	4				
	5				
Date		Sez	l/Signature of Candidate		

## 5.3 TENDER DEPOSIT COMMITMENT DECLARATION FORM

#### \*Tender No. KCAA/080/2018-2019

\*As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

ITEM No.	Item Description	Deposit Kshs.	Receipt No. and Date

A (1 · ·	$O(C' \cdot 1)$
Authorizing	Official

(name)

(signature)

(Date)

#### 5.4. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

То:\_\_\_\_\_

\_\_\_\_\_

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

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

This is to notify that the contract for sale of the below stated item/s 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

#### **REQUEST FOR REVIEW FORM**

#### FORM RB 1

5.5

#### **REPUBLIC OF KENYA**

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

#### BETWEEN

.....APPLICANT

#### AND

#### **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 onday of/20	

#### FOR OFFICIAL USE ONLY

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

SIGNED Board Secretary

## SITE VISIT/ PRE-BID MEETING FORM

#### (TO BE RETURNED DULY SIGNED AND STAMPED WITH TENDER **DOCUMENT**)

#### NAME OF TENDER: SALE OF BOARDED MOTOR VEHICLES **TENDER NUMBER: KCAA/080/2018/2019**

THIS IS TO CONFIRM THAT ------(COMPANY NAME OR INDIVIDUAL BIDDING) HAS MADE A SITE VISIT MEETING AND VIEWED THE VEHICLE/S INTERESTED IN ON WEDNESDAY 2nd July, 2019 at 10.30am at KCAA Headquarters, Aviation House, JKIA.

#### **COMPANY REPRESENTATIVE**

NAME ------DESIGNATION------

SIGNED -----

DATE -----

#### KCAA REPRESENTATIVE

NAME ------DESIGNATION------

SIGNED ------ DATE ------

**OFFICIAL STAMP** 

#### **REPUBLIC OF KENYA**

#### IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT

#### **CHAPTER 15 LAWS OF KENYA**

#### <u>AND</u>

#### IN THE MATTER OF

#### THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015

I, .....and care of P. O. Box ...... and being a resident of ...... in the Republic of Kenya do hereby make oath and state as follows: -

- 2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority, which is the procuring entity.
- 3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Civil Aviation Authority.
- 4. THAT the aforesaid candidate has not committed any offence under the Laws of Kenya or the Procurement Laws or been debarred from participating in any tenders by virtue of non-performance/poor-performance or any other legal reason and is not undergoing any adverse disciplinary action/claim before the Public Procurement and Disposal Authority.

- 5. **THAT** the aforesaid candidate, its directors and shareholders have not been convicted of corrupt or fraudulent practices in any court of competent jurisdiction within the Republic of Kenya.
- 6. **THAT** the aforesaid candidate has not defaulted in his/her/their/its tax obligations per the tax laws of the Republic of Kenya.
- 7. **THAT** the aforesaid candidate has not been in breach of the employment laws of the Republic of Kenya.
- 8. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said	}	
	}	
Name of Chief Executive/Managing Director/	}	
Principal Officer/Director	}	
on this day of 2019	}	
	}	
	}	DEPONENT
Before me	}	
	}	
Commissioner for Oaths	}	