



**REPUBLIC OF KENYA**

**MINISTRY OF EAST AFRICAN COMMUNITY AND  
REGIONAL DEVELOPMENT.**

**TENDER NO MEAC&RD/03/2018-2020: TENDER FOR PROVISION OF AIR  
TICKETING SERVICES THROUGH FRAMEWORK CONTRACT.**

**CLOSING DATE: WEDNESDAY 27<sup>TH</sup> FEBRUARY, 2019 11.00AM EAST  
AFRICAN TIME**

SECTION I

**INVITATION TO TENDER**

DATE: 12<sup>TH</sup> FEBRUARY, 2019

TENDER REF NO. : MEAC&RD/03/2018-2020

**TENDER NAME: TENDER FOR PROVISION OF AIRTICKETING SERVICES THROUGH FRAMEWORK CONTRACT.**

- 1.1 MINISTRY OF EAST AFRICAN COMMUNITY AND REGIONAL DEVELOPMENT (**MEAC&RD**) invites sealed bids from **eligible tenderers (youth, women and PWD'S)** registered with IATA & KATA for provision of air ticketing services through framework contract.
- 1.2 Tenderer May obtain further information from office of the HSCM, CO-OP BANK HOUSE, 17TH FLOOR during normal working hours.
- 1.3 A complete set of tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque. The document can also be viewed and downloaded from the website [www.meac.co.ke](http://www.meac.co.ke) or <http://supplier.treasury.go.ke> free of charge. Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number shall be addressed to:

**THE PRINCIPAL SECRETARY,  
MINISTRY OF EAST AFRICAN COMMUNITY AND REGIONAL  
DEVELOPMENT (MEAC &RD),  
P O BOX 8846-00200,  
Nairobi**

Or be deposited in the Tender Box at the 16<sup>th</sup> Floor reception, CO-OP BANK HOUSE, so as to be received on or before **Wednesday, 27<sup>th</sup> February 2019, at 11.00a.m. East African Time.**

1.6 The tender will be opened immediately thereafter in the presence of the tenderer representatives who choose to attend the opening, at the 18<sup>TH</sup> floor boardroom, Co-op Bank House, Haile Selassie Avenue, Nairobi.

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: PRINCIPAL SECRETARY.**

## **SECTION II - INSTRUCTIONS TO THE TENDERER**

### **2.1 Eligible Tenderer**

**2.1.1.**This Invitation to tender **RESERVED to YOUTH, WOMEN AND PWD's registered with IATA & KATA** . The 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. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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

**2.1.4.**The tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

The tenderers 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 tender document is Kshs. 1000. Or free if downloaded from the website.

2.2.3 The MEAC shall allow the tender to review the tender document free of charge

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

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers

- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Declaration form
- xi) Tender Securing bid declaration form
- xii) Framework Agreement.

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

## **2.4 Clarification of Documents**

2.4.1 Tenderer's making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within one (1) 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 reason, whether at its own initiative or in response to a clarification requested by the tenderer, may modify the tender document by issuing an addendum.

2.5.2 Tenderers 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 the 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 tender.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Confidential business questionnaire

## **2.8 Form of Tender**

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderers shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 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 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

## **2.11 Tenderer Eligibility and Qualifications.**

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

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

## **2.12 Tender Security**

2.12.1 There shall be no tender security

## **2.13 Validity of Tenders**

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

2.13.2 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 security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tender**

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

2.14.2 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 unamended 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.

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

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Wednesday, 27<sup>th</sup> February, 2019, at 11.00a.m. East African time.**”

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, the Procuring entity will assume no responsibility for



the tender's misplacement or premature opening.

## 2.16 **Deadline for Submission of Tenders**

2.16.1 The Tender must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday, 27<sup>th</sup> February, 2019, at 11.00a.m. East African time.**"

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tender which will not fit in the tender box shall be received by the procuring entity 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 tender's is received by the procuring entity prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 27<sup>th</sup> February, 2019, at 11.00a.m. East African time.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

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

2.20.2 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 **Conversion to a single currency**

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in payment schedule.**

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

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

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

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

2.23. **Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

## 2.25 **Notification of award**

2.25.1 Prior 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 **Signing of Contract**

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 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.

## 2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of 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 the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

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

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

2.28.3 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 THE TENDERER

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<b>RESERVED for YOUTH, WOMEN AND PWD's registered with IATA &amp; KATA</b>
2.9.4	There shall be no price variation
2.10	Prices shall be quoted in easily convertible currencies to Kenya Shillings.
<b>2.2</b>	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs.1000 each payable to our accounts office in cash or by banker's cheque. The document can also be viewed and downloaded from the website <a href="http://www.meac.co.ke">www.meac.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications
2.11	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction.
2.12	There shall be no tender security
2.13.1	Tenders shall remain valid for 90 days from the deadline date of submission of tender.
2.15.1	The bidder must submit <b>(1) ORIGINAL TENDER</b> and one <b>(1) COPY</b> of the Tender
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Procurement Office, Room 17-4, 17 <sup>th</sup> Floor, Co-op Bank House.



2.22	<p><b><u>Evaluation and Comparison of Tenders</u></b></p> <p>Evaluation shall be carried out as per the Evaluation criteria stated in the three stages of the evaluation.</p> <p>(a) Mandatory Evaluation Criteria- Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for Technical evaluation.</p> <p>(b) Technical Evaluation Criteria-The following will be assessed During this stage. Tenderers must attain a minimum technical score Of 80% for it to be considered financial evaluation stage.</p> <p>(c) Financial Evaluation Stage- This will be based on the compliance To the following criteria by the tenderers.</p> <p>i. Compliance to MEAC&amp;RD payment terms as specified in SCC ii. No correction of arithmetic errors -The Service Charge 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.</p> <p>AWARD CRITERIA -maximum of Ten (10No.), Lowest Evaluated Bidders for fully completed Price schedules.</p>		
2.24	<p><b><u>AWARD CRITERIA:</u></b> MEAC&amp;RD may at its own discretion conduct due diligence on the technically qualified tenderer to establish their ability to perform the contract.</p>		
2.24.3	<p><b><u>AWARD CRITERIA:</u></b></p> <ul style="list-style-type: none"> <li>• Framework Contract will be awarded to the Lowest Evaluated Bidders (maximum 10).</li> <li>• An order will be placed from the awarded bidders' ticket as per the airline market rate at the time of issuing the tickets, MEAC&amp;RD shall then issue a local purchase order.</li> <li>• The indicated Service Charge based on the airline charges provided will not change during the contract period.</li> </ul>		
<b><u>PRELIMINARY EVALUATION.</u></b>			
No	REQUIREMENT	EVIDENCE	COMPLIANCE (YES/NO)
1.	Legally registered Firm	<ul style="list-style-type: none"> <li>• Copy of Certified Registration Certificate.</li> </ul>	

		<ul style="list-style-type: none"> <li>• Attach Copy of Valid Single Business Permit.</li> <li>• Certificate of Confirmation of Directors and Shareholding (CR12) for limited company or/ an ID card for Sole Proprietorship.</li> </ul>	
2.	The bidder must be registered with appropriate tax and other administrative authorities and is Tax compliant.	Must Submit a copy of Valid Tax Compliance certificate or a letter/document showing approval of tax exempt.	
3.	Submission of Standard Forms	Duly filled Price validity for a period of 90days from the date of tender closing in the format provided.	
		Duly filled Confidential Business Questionnaire and form of tender in the format provided.	
		Duly filled Price Schedule in the Format provided.	
		Duly filled, signed and stamped Tender Securing Bid Declaration Form	
4.	undertaking not to engage in corrupt practice	Duly filled, signed and stamped declaration of undertaking not to engage in corrupt practice	
5.	Registration with IATA and KATA.	Must submit Evidence of valid IATA & KATA Registration Certificate.	
6.	reserved for youth, women and pwd's registered with	Attach valid AGPO certificate.	

	IATA & KATA		
7.	Power Of Attorney	Attach a duly signed and authorized power of attorney.	
<p><b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the above mandatory requirements will disqualify the bidder from proceeding to further evaluation.</b></p>			

### **TECHNICAL EVALUATION**

<b><u>S/No.</u></b>	<b>Description of Criteria</b>	<b>Requirements.</b>	<b>Max. Score</b>
1	<p>Number of Years in Air Travel and Ticketing Industry</p> <p>(Attach a copy of Certificate of Incorporation/Registration in Kenya)</p>	<p>8 Years and above – 20mks  5- 7 years – 15mks  3- 4 years – 10mks  1- 2 years – 5 mks</p>	20 MARKS
2	<p>Lists of Government Ministries/State Corporation clients/customers offered Air ticketing, tours and travel within the last three (3) years</p>	<p>Provide a list of at least five (5) major clientele/customers from Government Ministries or State Corporations in which similar services has been undertaken in the last three (3) years, detailing nature of assignment/service, value of contract, contact person Including contact addresses.</p> <p><input type="checkbox"/> List of Five (5) clients – 25 marks  <input type="checkbox"/> List of Four (4) clients – 20 marks  <input type="checkbox"/> List of Three (3) clients – 15 mks  <input type="checkbox"/> List of Two (2) clients – 10mks  <input type="checkbox"/> List of One (1) client – 5mks</p>	25 MARKS.

3.	Reference/recommendation letters from the five (5) clients/customers listed above from Government Ministries and State Corporations	Provide reference/recommendation letters from at least the five (5) clients/customers listed above from Government Ministries and/or State Corporations to which the company has offered similar services in the last 3years. <input type="checkbox"/> Five (5) recommendation letters for the listed clients – (25marks) <input type="checkbox"/> Four (4) recommendation letters for the listed clients – (20marks) <input type="checkbox"/> Three (3) recommendation letters for the listed clients – (15marks) <input type="checkbox"/> Two (2) recommendation letters for the listed clients – (10marks) <input type="checkbox"/> One (1) recommendation letter for the listed clients – (5marks)	25 MARKS
4	Bidders must duly fill as indicated the Suitability Responses as provided for in Section V	- 1 Marks each	20MARKS
5	Financial resource	Copies of certified bank statement for the last six months	5 MARKS

6	Preference for Agpo Registered firms under Ministry of Finance/Treasury	Submit a valid copy of AGPO Certificate from Ministry of Finance/Treasury for either youth/pwd/women	5 MARKS
Total marks			100 marks.

- Only bidders who score above 80% of the total technical score will be subjected to financial evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.
- NB: Post Qualification – MEAC & RD shall visit and inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding the contract or entering into a framework contract.

**FINANCIAL EVALUATION STAGE**

- Framework Contract will be awarded to the Lowest Evaluated Bidders (maximum 10), per complete schedule inclusive of taxes.
- Compliance to MEAC & RD payment terms as stated in Section IV of the tender document-; Tenderers to provide commitment letter in company’s letterhead complying with MEAC & RD payment terms and conditions as stated in Section IV of the tender document.
- No correction of arithmetic errors - The tender sum/service charges 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.

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

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.5 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract

award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.1 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.3 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.



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

### 3.7 **Payment**

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.8 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.9 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### 3.10 **Termination for Default**

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

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

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall

be liable to the Procuring entity for any excess costs for such similar services.

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in

performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law**

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

### **3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.3	Air tickets shall be provided as per the requirements given by MEAC & RD from time to time.
3.5	There shall be no performance security
3.7	Payments shall be made within 30 days upon receipt of the invoice(s).
3.8	<p>i. MEAC&amp;RD Payment terms are 30 days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance with the contract.</p> <p>ii. Payment shall be made through telegraphic transfer of the certified invoice amount.</p> <p>iii. Advance Payment shall not apply.</p> <p>iv. No Interest on delayed payments</p>
3.10	<p>Prices charged by the tenderer for the service charge of the tickets shall be fixed during the contract period.</p> <p><b><u>No correction of errors.</u></b></p> <p>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.</p>
3.13	Disputes to be settled as per the arbitration laws of Kenya
3.16	Laws of Kenya
3.17	<p><b>Client:</b></p> <p style="text-align: center;"><b>Ministry of East African Community and Regional Development</b>  <b>P O Box 8846-00200</b>  <b>Nairobi.</b></p>

## SECTION V – SCHEDULE OF REQUIREMENTS

The detailed service specification/particulars are as tabled below. The documents submitted will be evaluated for suitability. Bidders are required to read the description of MEAC&RD requirements as provided in below table and Bidders are required to indicate against each service specification either **UNDERSTOOD AND WILL COMPLY OR UNDERSTOOD AND WILL NOT COMPLY.**

No.	Minimum Requirement/Specification	Bidders Response: <b><u>Understood And Will Comply Or Understood And Will Not Comply.</u></b>	Marks.
1	Provision of Airline Ticketing		1 MARK
2	Service provider to focus on MEAC&RD requirements and will be available at all times for booking's/cancellation of air tickets.		1 MARK
3	Provide cost effective and efficient Air Ticketing services to MEAC&RD by providing air tickets to MEAC&RD at the best discounted price available		1 MARK
4	Tailor-make requests to suit all air ticketing and related needs of MEAC&RD.		1 MARK
5	Prepare travel itineraries and Air Ticketing plans for MEAC&RD staff.		1 MARK
6	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options		1 MARK
7	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans		1 MARK
8	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival.		1 MARK
9	Issue Air Tickets using the approved Air Ticketing plan and the fare as quoted		1 MARK
10	To provide guaranteed ticket delivery to MEAC&RD Office at no extra cost		1 MARK
11	To provide information on flight availability and timetables on requests		1 MARK
12	To keep MEAC&RD updated on current market fares, special air fare deals and any other special tours and Air		1 MARK

	Ticketing packages		
13	To re-confirm flight bookings for staff		1 MARK
14	To makes changes on booking as per request as and when requested		1 MARK
15	To be an all-round source for Air Ticketing information for MEAC&RD		1 MARK
16	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days.		1 MARK
17	To reissue air tickets to MEAC&RD staff at no extra cost except cancellation costs charged by airlines		1 MARK
18	The Air Ticketing Agents pass to MEAC&RD all concessions/facilities extended by the airlines to the passengers on all air journeys booked by MEAC&RD		1 MARK
19	The invoiced amounts MUST be presented in separate columns indicating various charges among other details as below; a) Name of the passenger b) Destination c) Cost of the ticket as per the airline market rate at the time of issuing the tickets d) Service charge of the ticket e) Taxes (vat) f) Total cost		1 MARK
20	Compliance to MEAC & RD Payments terms as provided for in the Special Conditions of Contract (SCC)		1 MARK
TOTAL MARKS			20 MARKS

• **0 marks for UNDERSTOOD AND WILL NOT COMPLY and any other response 1 marks for UNDERSTOOD AND WILL COMPLY**

• (Name of company).....

• (Signature(s)).....

• (Official Stamp).....

## **SECTION VI – DESCRIPTION OF SERVICES**

The following is the scope of services requirement for MEAC & RD.

The travel agent shall be required to:

1. Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international flights for MEAC & RD. This information will be transmitted to the MEAC & RD's designated contact person (s).
2. Advise MEAC & RD on flight schedules and changes.
3. Advise MEAC & RD on the available flights for the requested bookings taking into consideration the most cost effective routes with the associated connections, most convenient routes and low priced flights, as per the class advised by MEAC & RD.
4. Issue and deliver tickets or e-tickets, based upon proper authority from MEAC & RD in the case of official travel and take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within 2 hours of the request.
5. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
7. Issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey.
8. Accurately advise MEAC & RD of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
9. Act only on travel requests for official travel submitted by the responsible staff of MEAC & RD and Local Service Order on confirmation
10. Offer hassle-free domestic and international travel transfer services.
11. Negotiate for "Best fare on the Day" such as the lowest fare made available by an airline for the day of travel.
12. Appoint dedicated technical personnel(s) to be responsible for MEAC & RD air ticketing and related services
13. Provide air ticketing services from 07.30 to 16.30 hours during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekends and official holidays where required.
14. Provide an information service to notify MEAC & RD and the traveler of such events as airport closings, cancelled or delayed flights and strike situations as well as safety conditions, which may affect travel to any particular destination.
15. Provide each traveler a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa

required or not required; and any other information such as change in international date lines.

18. Offer reasonable credit periods to MEAC & RD, at least 30 days.

19. Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services.

20. To carry out investigations on any complaints from travelers and follow ups

21. Advise on immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by MEAC & RD.

24. Advice on the reliability, security and safety records of airlines.

25. Processing of visas on behalf of MEAC & RD employees upon request where personal appearance before visa issuing officer is not obligatory.

26. The travel Agent may, as an ancillary service, provide personal travel services to MEAC & RD Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of MEAC & RD. MEAC & RD assumes no financial liability for such services.

27. The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by MEAC & RD, setting forth the traveler's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.



## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Performance security form
6. Bank guarantee for advance payment
7. Declaration form

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents 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 services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*  
Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

**Name of tenderer:** \_\_\_\_\_ **Tender Number:** \_\_\_\_\_

NO.	SERVICES REQUIRED		Fixed ServiceCharge/Commi ssion For The Contract Period Payable Incl. Of All Taxes	Total Business & Economy Incl. Of Taxes
LOT 1	Air Ticketing Services for Domestic Air Travel	<b>Economy</b>		
		<b>Business</b>		
LOT 2	Air Ticketing Services for East Africa Air Travel	<b>Economy</b>		
		<b>Business</b>		
LOT 3	Air Ticketing Services for Regional Air Travel (Rest of Africa)	<b>Economy</b>		
		<b>Business</b>		
LOT 4	Air Ticketing Services for International Air Travel	<b>Economy</b>		
		<b>Business</b>		
	<b>Visa Processing where applicable (Dubai or any other destination</b>			
	Total Cost Incl. Of All Taxes			

**NOTE:**

- 1. The services will be rendered on need basis through issuance of purchase orders.**
- 2. The successful firm shall enter into a framework agreement contract for a period of two years from the date of contract signing.**
- 3. The invoiced amount MUST be presented in separate columns indicating various charges among other charges as below;**
  - a) Names, destination of travel**
  - b) Cost of the ticket as per the airline market rate at the time of issuing the tickets**
  - c) Service Charge of the ticket**
  - d) Taxes (VAT)**
  - e) Total Cost**

**Signature of tenderer .....**

**Stamp.....**

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 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.....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																		
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1. ....</td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1. ....			2. ....			3. ....			4. ....		
Name	Nationality	Citizenship details																	
Shares																			
1. ....																			
2. ....																			
3. ....																			
4. ....																			
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1. ....</td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1. ....			2. ....			3. ....			4. ....		
Name	Nationality	Citizenship details																	
Shares																			
1. ....																			
2. ....																			
3. ....																			
4. ....																			



	Date.....Signature of Candidate.....
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## TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date ]*

Tender No.: *[insert tender number]*

To: *[insert name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tenders-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)*[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 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 the 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 or sums 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 or financial institution]*

\_\_\_\_\_  
*[address]*

---

*[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
[amount of guarantee in figures and words].  
We, the .....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding  
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**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..... (*Name of the Procuring Entity*) 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.

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

-

- 1.
- 2.

etc

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**