



**REPUBLIC OF KENYA**

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND  
URBAN DEVELOPMENT**

**STATE DEPARTMENT FOR MARITIME AND SHIPPING  
AFFAIRS,**

**TENDER NO**

**TENDER NO- MOT&I/SDM&SA/09/2017 – 2018**

**FOR**

**SUPPLY OF AIR TICKETS**

**CLOSING DATE: 1ST SEPTEMBER 2017 AT 10:00AM**

**SECTION I**

**INVITATION TO TENDER**



**REPUBLIC OF KENYA**

**STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS**

**SUPPLY OF AIR TICKETS**

**TENDER NO: MOT&I/SDM&SA/09/2017 – 2018**

The State Department for Maritime and Shipping Affairs invites tenders from eligible candidates for the supply of Air tickets for a period of 12 months.

Invited eligible candidates may obtain further information from and inspect the tender document at Tanscom House, 9<sup>th</sup> Floor, Ngong Road, during normal working hours.

**This Tender is exclusively reserved for AGPO (Women).**

Bids shall be accompanied by a **bid securing declaration form**.

A complete set of tender documents may be downloaded by interested candidates free of charge at <http://www.transport.go.ke> or [www.mygov.go.ke](http://www.mygov.go.ke) and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to [sdmprocurement@gmail.com](mailto:sdmprocurement@gmail.com). OR the printed document may be obtained from procurement office 9<sup>th</sup> Floor, Tanscom House, Ngong Road by interested candidates upon payment of a non-refundable fee of Kshs. 1000 (One Thousand Shillings Only) in cash or bankers cheque payable to **The Principal Secretary, State Department for Maritime and Shipping Affairs, PO Box 52692 – 00200, Nairobi, Kenya**

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

**The Principal Secretary,  
State Department for Maritime and Shipping Affairs,  
PO Box 52692 – 00200,  
Nairobi, Kenya**

and be deposited in the tender box provided at the Tanscom House, 7<sup>th</sup> Floor, Ngong Road, Nairobi, so as to be received on or before **1ST SEPTEMBER, 2017 at 10.00 am**

Tenders will be opened immediately after the closing date and time in the presence of candidates or their representatives who choose to attend at **the Conference Room on 9<sup>th</sup> Floor, Tanscom House, Ngong Road, Nairobi on 1ST SEPTEMBER, 2017 at 10.00 am**

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

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## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers –

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. 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. 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. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and 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 charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 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) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is 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. A prospective candidate 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 seven (7) 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 who have received the tender documents”

2.4.2. 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 reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## 2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents

relating to the tender exchanged by the tenderer and 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

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 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) Tender security furnished is in accordance with Clause 2.12

(d) 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 tenderer 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 in Instructions to Tenderers

## **2.11 Tenderers 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 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

**or**

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## 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.



## 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer 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 **1ST SEPTEMBER, 2017 at 10.00 am,**”
- 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 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **1ST SEPTEMBER, 2017 at 10.00 am**
- 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 tenders 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, **1ST SEPTEMBER, 2017 at 10.00 am** 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 tenderers' 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 State department for maritime and shipping affairs.

## **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.

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.

### 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 TENDERERS

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

## Appendix to instructions to tenderers

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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The eligible tenderers are firms that are IATA Registered Air Travel & Ticketing providers.
2.3.2	The price to be charged for hard copy tender document shall be <b>Kshs.1,000.00</b>
2.11.1	All Prices to be quoted in Kenya Shillings. Particulars of other currencies allowed
2.14.7	Tender Security will be KShs 100,000.00
2.15.1	Tender shall remain valid for <b>120 days</b> after the date of tender opening.
2.16.1	Only one " <b>ORIGINAL TENDER DOCUMENT</b> " will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words " <b>DO NOT OPEN BEFORE 1ST SEPTEMBER, 2017 at 10.00 am.</b> "  Bulky tenders that do not fit the tender box will be delivered at the procurement Office on 9 <sup>th</sup> Floor
2.18.1	Tenders to be received not later than <b>1ST SEPTEMBER, 2017 at 10.00 am.</b>



2.27.4	<b>Award Criteria</b> <ul style="list-style-type: none"> <li>▪ Framework contract to the five highest ranked bidders</li> <li>▪ Five successful bidders will be ranked according to their performance</li> <li>▪ Orders will be raised to the first firm</li> <li>▪ If the first ranked will not provide the air tickets the second ranked in that order up to the fifth</li> <li>▪ The indicated service charge based on the airline charges will not change during the contract period.</li> </ul>
2.20.1	The place of opening is as indicated in the letter of invitation to Tender.
2.30.1	No Performance security shall be required

## 2.27 Evaluation criteria

The following requirements must be met by the tenderer notwithstanding other requirements in the tender document.

Stage 1- Compliance with Mandatory requirements

Stage 2: Technical Evaluation

Stage 3: Financial Evaluation

### Stage 1: Mandatory Requirements (MR)

No	Requirements	Tenderers Response
MR 1	Provide certified copy of the company's Certificate of	
MR 2	Original Tender Security of KShs 100,000.00 valid for 150 days from date of tender opening.	

MR 3	Provide copy of the company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR 4	Attach copy of Single Business Permit from County Government	
MR 5	Evidence of IATA Registration (International Air	
MR 6	Copy of KATA Registration (Kenya Air Transport	
MR 7	Submit a dully filled signed and stamped self- declaration form in the format <del>provided</del>	
MR 8	Dully filled signed and stamped Anti-corruption	
MR 9	Provide Confidential Business Questionnaire as provided in the Tender Document	
MR 10	Attach audited financial statements for last two years 2015 & 2016	
MR 11	Provide one original and copy of tender documents properly bound and paginated/serialized numbered in sequential manner on all pages and attachments	
MR 12	Dully filled, signed and stamped form of tender	

**Bidders complying with all the above requirements will proceed to the second stage of technical evaluation.**

Stage 2: Technical Evaluation

**Technical Evaluation Criteria.**

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max</b>	<b>Tenderer's</b>
T1	Number of years in Air travel and ticketing Industry	<ul style="list-style-type: none"> <li>• 10 Years and above: <b>10</b></li> <li>• Others prorated at:</li> <li>• <u>Number of clients x10</u></li> </ul>	<b>10</b>	<b>Response</b>
T2	Provide list of names of clients, corporates to which company has offered similar services in last 3 years ( attached evidence - LPOs, contracts, reference letters)	<ul style="list-style-type: none"> <li>• 10 or more Clients with evidence <b>15</b></li> <li>• Others prorated at:</li> <li>• <u>Number of clients x15</u></li> </ul> <p style="text-align: center;">10</p>	<b>15</b>	
T3	Company's Organization Structure	<p>Over 15 members of staff - 10 marks</p> <ul style="list-style-type: none"> <li>• Others prorated at:</li> <li>• <u>Number of staff x 10</u></li> </ul>	<b>10</b>	
T4	Academic qualifications of Director/s Attach copies of certificates	<p>Degree and above for any - 5 points</p> <p>Diploma - 3 points or IATA</p>	<b>5</b>	
T5	Director's experience in hospitality tour and travel industry (Attach CV)	<p>10 years and above - 5 marks</p> <p>Between 5- 10 years - 3 marks</p> <p>Below 5 - 2 marks</p>	<b>5</b>	
T6	Academic qualification of five other technical staff	<p>Relevant degree or diploma - 5</p> <p>Relevant certificates - 3</p>	<b>5</b>	
T7	Experience of five technical staff other than Directors hospitality tour and travel industry (Attach CVs)	<p>10 years and above - 2 marks each</p> <p>Between 5- 10 years -1 mark each</p> <p>Between 2 -5 years -0.5 marks each</p> <p>Below 2 - Zero</p>	<b>10</b>	

	Membership of relevant body - attached evidence	1 mark each for staff members to a maximum of 10 marks	10	
	Copy of NSSF and NHIF Compliance Certificate	Copy of NSSF and NHIF Compliance Certificate	5	
	Financial Capability	Liquidity ratio - 2:1 -5 marks 1:1 - 3 marks, less than 1 zero	5	
	Physical Facilities - Provide details of physical address.	Copy of title deed or lease agreement or latest utility bill	5	
	<b>Total</b>		85	

Bidders scoring a total of 60 points out of 85 in the Technical Evaluation will be subjected to financial evaluation. Those whose score will be below 60 points out of 85 will be eliminated at this stage from further evaluation.

### STAGE 3: FINANCIAL EVALUATION

Bidder scoring a total of 60 points and above in stage two will be subjected to financial evaluation.

#### **The financial submission for each of the following requested services**

- I. Air Ticketing for domestic air travel**
  
- II. Air Ticketing for regional travel**
  
- III. Air ticketing for International Travel**

Will be divided by the lowest financial quote to determine the financial score of each service. Then the average financial score will be computed and will be used in the formula below to compute the combined technical and financial scores (FS)

## COMBINED TECHNICAL AND FINANCIAL SCORES

**Technical Score (TS) (85%) + Financial Score (FS) (15%) = Total Score (TTS) 100%** TS - As evaluated against technical criteria

**FS - As computed below**

**FSL/FSC x 15% = FS**

**FSL - Financial Score of the lowest bidder**

**FSC - Financial Score for the tender under consideration**

**FS - Computed financial score of each tenderer**

**T.T.S - Total Score**

### Summary of Evaluation

No	Evaluation Stage	Rating/Scores
1	Mandatory Evaluation	Met All /Eliminated
2	Technical Evaluation	85 % (maximum score)
3	Financial Evaluation	15% (Maximum Score)
	Total Score	100%

The State department for maritime and shipping affairs may choose to inspect the premises and or check the accuracy of any or all the information provided by the bidder.

## Award Criteria

- **Framework contract to the five highest ranked bidders**
- **Five successful bidders will be ranked according to their performance**
- **Orders will be raised to the first firm**
- **If the first ranked will not provide the air tickets the second ranked in that order up to the fifth**

**The indicated service charge based on the airline charges will not change during the contract period**

SECTION III: GENERAL CONDITIONS OF CONTRACT

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## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 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 superceded 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

### 3.5 **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 .

### 3.6 **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.

- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.

### **3.7 Inspections and Tests**

- 3.7.1 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.
- 3.7.2 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.
- 3.7.3 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.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract

shall be specified in SCC

### **3.9 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.

### **3.10 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.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 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.

- 3.13.2 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.

### **3.14 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.

### **3.15 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.

### **3.16 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.

### **3.17 Applicable Law.**

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

### **3.18 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

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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.

	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The services to be supplied are Air ticketing services
3.1 (d)	The procuring entity is <b>State Department for Maritime and Shipping Affairs, P. O. Box 52692 - 00200</b>  <b>00200, Nairobi</b>
3.12	The method and conditions of payment to the bidder under this contract shall be as follows:  (i) there shall be no advance payment under this contract  (ii) Payment will be made by the Bank, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law
3.19	The laws of Kenya shall apply

**SECTION V – SCHEDULE OF REQUIREMENTS**

**Notes for preparing the schedule of requirements**

This part will include any deliverables under the service contract

No	Services Required		Fixed Service Charge for	Remarks
Lot 1	Return Air Ticketing Services for Domestic Air Travel (within	Economy		
		Business		
	One Way Air Ticketing Services for Domestic Air Travel (within	Economy		
		Business		
Lot 2	Return Air Ticketing Services for Regional Air Travel (within	Economy		
		Business		
	One way Air Ticketing Services for Regional Air Travel (within	Economy		
		Business		
Lot 3	Return Air Ticketing Services for International Air Travel (outside	Economy		
		Business		
	One way Air Ticketing Services for International Air Travel	Economy		
		Business		

1. The services will be rendered on a need basis
2. Payments shall be made at the end of every month.
3. The invoiced amounts must indicate the following details;
  - Names and destination of travel
  - Cost of the ticket as per the airline market at the time of issuing the ticket
  - Service Charge for the ticket
  - Taxes VAT
  - Total cost.

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

Date \_\_\_\_\_

Stamp \_\_\_\_\_

## SECTION VI: TECHNICAL SPECIFICATIONS

The State department for maritime and shipping affairs requires to engage the services of travel agents for provision of Air Travel arrangements on a need basis for a period of **one** year on a framework contract with a **mid-term** review of performance.

State Department for Maritime and Shipping Affairs requires air travel arrangements for staff members requiring air transport in the interest of the State Department for Maritime and Shipping Affairs. The air travel arrangements will be made by the Travel Agency with due consideration of the following:

- a. Arrangements will be for persons traveling for official reasons with prior approval.
- b. The most cost effective and practical means of transport will be used at all times.

The appointed Travel Agency will be required to provide the following.

- Provide Air Ticketing - arrange, amend and make payments for all travel bookings.
- Agency must focus on State Department for Maritime and Shipping Affairs's requirements and be available at all times for booking, cancellation of air tickets
- Provide effective and efficient services by providing tickets and best discounted rates available.
- Prepare Itineraries and air ticketing plans for State Department for Maritime and Shipping Affairs Staff
- Use most cost effective routes in air ticketing plans and prepare air ticketing options
- Ensure maximum price saving while ensuring minimum air ticketing time in the plans.
- To re-confirm flight bookings for staff
- Make changes on bookings as requested
- To update the State Department for Maritime and Shipping Affairs on current market fares , special air fares and air ticketing packages
- To process refunds, credit notes for unused or partly used tickets and such refunds remitted within 60 days
- The Agent will pass to the State Department for Maritime and Shipping Affairs all concessions and or facilities extended by the airlines on tickets booked for State Department for Maritime and Shipping Affairs.
- Issue and deliver tickets or e-tickets based upon PROPER AUTHORISATION from State Department for Maritime and Shipping Affairs and take the shortest lead when itinerary and delivery of tickets is requested; ideally, not more than 5 hours.
- Appoint dedicated personnel to be responsible for the State Department for Maritime and Shipping Affairs air ticketing and related services
- Provide services from 7:00hrs to 18:30 hours during working days and provide contact number of your experienced travel consultant for 24 hour emergency services on weekends and official holidays as required.
- Provide information on airport closures, delayed flights or prevailing security concerns which may affect travel to any destination.
- Advise and submit corporate discounts and air miles.
- Investigate complaints and follow up.

### **Personnel – Service Standard**

- The number of personnel assigned to the State Department for Maritime and Shipping Affairs shall be sufficient to meet all the service requirements.
- The minimum experience for the Travel personnel attached to the State Department for Maritime and Shipping Affairs account shall be 3 years
- The Travel Agency is responsible for providing replacement personnel in case of absenteeism, vacation, sick days off or any other reason.

### **Management Reports**

The Travel Agent shall submit monthly reports to the State Department for Maritime and Shipping Affairs showing tickets issued, routes, officers ticketed, cost of ticket or any other format agreed upon before contract signing.

- Ticket issued route
- Officers Ticketed
- Cost of the Ticket
- Any other format (indicate)



## SECTION VII- STANDARD FORMS

### Notes on the sample Forms

- 7.1. **Form of Tender** -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 7.2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 7.3. **Contract Form** -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 7.4. **Letter of Notification of Award** - Letter of Notification of Award shall not be completed by the tenderer at the time of submitting the tender. Letter of Notification of Award shall be completed after contract award and should incorporate the accepted contract price.
- 7.5. **FORM RB 1** - FORM RB 1 shall not be completed by the tenderer at the time of submitting the tender. The FORM RB 1 shall be used by the bidders in case of appeal.
- 7.6. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender

**7.1 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.....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission..... *(Insert equipment description)* in conformity with the said tender documents for the sum of ..... 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 7.2 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 applied to your type of business You are advised that it is a serious offence to give false information on this form

### Part 1 – General:

	Business Name ..... Location of business premises. .... Plot No..... Street/Road ..... Postal Address ..... Tel No. .... Fax ..... E mail .....  Nature of Business ..... Registration Certificate No. .... Maximum value of business which you can handle at any one time - Kshs. .... Name of your bankers ..... Branch .....																									
	<b>Part 2 (a) – Sole Proprietor</b>																									
	Your name in full ..... Age ..... Nationality ..... Country of origin.....  • Citizenship details .....																									
	<b>Part 2 (b) Partnership</b>																									
	Given details of partners as follows:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</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.	.....	.....	.....	.....																						

Part 2 (c) - Registered Company

Private or Public .....

State the nominal and issued capital of company- Nominal  
Kshs. .... Issued Kshs.  
.....

Given details of all directors as follows

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

Date ..... Signature of Candidate

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

TENDER SECURITY FORM (Sample)

WHEREAS..... (hereinafter called "the Tenderer") has submitted his tender dated.....for **Framework Contract for Provision of Air ticketing services for One Year for State Department for Maritime and Shipping Affairs**

KNOW ALL PEOPLE by these presents that WE, ..... having our registered office at .....(hereinafter called "the Bank"), are bound unto State Department for Maritime and Shipping Affairs (hereinafter called "the employer") in the sum of Kshs. 100,000 (Kenya Shillings one hundred thousand only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day of .....2017

THE CONDITIONS of this obligation are:

- 1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers  
O  
R
- 2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand STATE DEPARTMENT FOR MARITIME AND SHIPPING AFFAIRS will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the State Department for Maritime and Shipping Affairs not later than the said date.

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Witness

Signature of the Bank

Seal \_\_\_\_\_

## 7.2 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 goods ] and has accepted a tender by  
the tenderer for the supply of those goods in the sum of ..... [*contract price  
in words and figures*] (hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods  
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 provisions  
of the goods 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 \_\_\_\_\_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

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

**The Principal Secretary,  
State Department for Maritime and Shipping Affairs,  
PO Box 52692 – 00200,  
Nairobi, Kenya**

**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.....,theabove named Applicant(s), of ad  
dress: Physical

address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement  
Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.
- etc

SIGNED .....(Applicant) Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**