

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF KIRINYAGA  
P.O. BOX 260 - 10304,  
KUTUS.**

**OFFICE OF THE COUNTY SECRETARY**

**OPEN TENDER**

**FOR**

**TENDER FOR PROVISION OF AIR TICKETING  
SERVICES THROUGH FRAMEWORK CONTRACT**

**(FRAMEWORK FOR 2 YEARS)**

**TENDER NEGOTIATION NO:852281-2020/2021**

County Government of Kirinyaga  
P.O. Box 260-10304

KUTUS

Website: [www.Kirinyaga.go.ke](http://www.Kirinyaga.go.ke)

*February, 2021*

## **Table of Contents**

SECTION I - INVITATION TO TENDER .....	3
SECTION II- INSTRUCTIONS TO TENDERERS .....	4
SECTION III-GENERAL CONDITIONS OF CONTRACT .....	19
SECTION IV - SPECIAL CONDITIONS OF CONTRACT .....	24
SECTION V-DESCRIPTION OF SERVICES .....	25
SECTION VI- PRICE SCHEDULE .....	27
SECTION VII- STANDARD FORMS .....	29

## SECTION I - INVITATION TO TENDER

### **TENDER NAME: TENDER FOR PROVISION OF AIR TICKETING SERVICES THROUGH FRAMEWORK CONTRACT. (FRAMEWORK FOR 2 YEARS)**

### **TENDER NO. 852281-2020/2021**

The County Government of Kirinyaga invites sealed bids from **eligible tenderers (youth, women and PWD'S)** registered with IATA & KATA for provision of air ticketing services through framework contract.

Interested and eligible candidates may obtain detailed information and inspect the tender documents at Kirinyaga County Headquarters, Kutus, Supply Chain Management Office, Room B15 during normal working hours. Interested and eligible tenderers may obtain further information from and inspect the tender documents at Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus during normal working hours.

A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website **MUST** forward their particulars (Name, contacts, physical address and the tender no./ description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

Tenderers shall electronically upload copies of all the relevant certificates and documents on e-procurement system in support of their bids on or before **Wednesday 3<sup>rd</sup> MARCH, 2021 at 11:00 AM.**

***Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, intact and in PDF format. (i.e. each page in the submitted bid shall have serial identification and uploaded in PDF format).***

Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Tenders must be accompanied by a Bid Security of **Kshs 50,000** from a reputable bank or insurance firm approved by PPRA in the format provided valid for an additional **30 days beyond the tender validity period.**

The tender securing declaration form/ tender security/bid bond **MUST** be scanned and uploaded along with the electronic bid documents and the **original physical tender securing declaration form/ tender security/bid bond SHALL** be submitted to The County Government of Kirinyaga Headquarters, Kutus, Supply Chain Management Office, 1st floor Room B15 on or before the date & time indicated above mentioned.

**Failure to submit the original physical tender securing declaration form/ tender security before the closing of the bid shall lead to disqualification of the bid.**

Preliminary and Technical bid documents shall automatically close immediately after the indicated date & time above mentioned. Thereafter the bids will be electronically opened in the presence of tenderers who choose to attend at the 3rd floor Conference Room, Kirinyaga County Headquarters, Kutus or as may be indicated in the Tender Document. The tenderers' representatives who choose to attend shall sign a register evidencing their attendance.

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: COUNTY SECRETARY**

## SECTION 11- INSTRUCTIONS TO TENDERERS

### Table of Contents

2.1.	<i>Eligible tenderers.....</i>	<b>5</b>
2.2.	<i>Cost of tendering.....</i>	<b>5</b>
2.3.	<i>Contents of tender documents.....</i>	<b>5</b>
2.4.	<i>Clarification of Documents .....</i>	<b>6</b>
2.5.	<i>Amendment of documents.....</i>	<b>6</b>
2.6.	<i>Language of tender.....</i>	<b>6</b>
2.7.	<i>Documents Comprising the Tender.....</i>	<b>7</b>
2.8.	<i>Form of Tender.....</i>	<b>7</b>
2.9.	<i>Tender Prices.....</i>	<b>7</b>
2.10.	<i>Tender Currencies .....</i>	<b>7</b>
2.11.	<i>Tenderers Eligibility and Qualifications.....</i>	<b>8</b>
2.12.	<i>Tender Security.....</i>	<b>8</b>
2.13.	<i>Validity of Tenders .....</i>	<b>9</b>
2.14.	<i>Format and Signing of Tender.....</i>	<b>9</b>
2.15.	<i>Sealing and Marking of Tenders.....</i>	<i>Error! Bookmark not defined.</i>
2.16.	<i>Deadline for Submission of Tenders.....</i>	<b>10</b>
2.17.	<i>Modification and withdrawal of tenders.....</i>	<b>10</b>
2.18.	<i>Opening of Tenders .....</i>	<b>11</b>
2.19.	<i>Clarification of tenders.....</i>	<b>11</b>
2.20.	<i>Preliminary Examination and Responsiveness .....</i>	<b>11</b>
2.21.	<i>Conversion to a single currency .....</i>	<b>12</b>
2.22.	<i>Evaluation and comparison of tenders. ....</i>	<b>12</b>
2.23.	<i>Contacting the procuring entity .....</i>	<b>13</b>
2.24.	<i>Award of Contract .....</i>	<b>13</b>
2.25.	<i>Notification of award.....</i>	<b>14</b>
2.26.	<i>Signing of Contract.....</i>	<b>14</b>
2.27.	<i>Performance Security .....</i>	<b>14</b>
2.28.	<i>Corrupt or Fraudulent Practices .....</i>	<b>15</b>

## **SECTION II- INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all eligible tenderers (youth, women and PWD'S) registered with **IATA & KATA** for provision of air ticketing services through framework contract. tenderers under restricted tenders 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, 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 document shall be downloaded free of charge from COUNTY GOVERNMENT OF KIRINYAGA website.

### **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 5 of these instructions to tenders

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications

- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Framework contract
- (x) Tender Securing bid declaration form
- (xi) Confidential Business Questionnaire
- (xii) Declaration form
- (xiii) Request for Review 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 8, 9,10 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 tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.8.2. This is a Term Contract to be used by all Public Procurement entities and orders will be placed as and when required basis **(AWR)**.

## **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.
- 2.12.1. 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) 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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.



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 120 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 non-responsive.

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 Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

2.14.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person before any of the following persons: -

- a) For local Tenderers, a Commissioner of Oaths ora Notary Public or a Magistrate of the Kenyan Judiciary*

In either case above, the Power of Attorney shall accompany the Tender.

2.14.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

2.14.4 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.

2.14.5 KPLC will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 2.14

2.14.6 Any Tender not prepared and signed in accordance with this paragraph (2.14) shall be rejected by KPLC as non-responsive, pursuant to paragraph 2.22.

## **2.15. Deadline for Submission of Tenders**

2.15.1 Tenders must be Submitted to County Government of Kirinyaga through **Ifmis Supplier Portal: [Supplier.treasury.go.ke](http://Supplier.treasury.go.ke)** tendering portal in PDF form not later than **Wednesday 3<sup>rd</sup> March, 2021 at 11:00 AM**. The system shall not permit submission after the said date and time or unless otherwise specified under Appendix to instruction to tenderers.

2.15.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

2.15.3 Any tender received after the deadline prescribed in clause 2.17 will be returned to the tenderer un-opened.

2.15.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 2.17. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 2.18, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.

2.15.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 2.17 may result in the forfeiture of the Tender Security pursuant to Clause 2.14.

2.15.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 2.18 or be included in the original tender submission.

## **2.16. Modification and withdrawal of tenders**

2.16.1. 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.

2.16.2. 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.

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

2.16.4. 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.

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

2.16.6. 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.

## **2.17. Opening of Tenders**

2.17.1. Bid documents shall automatically close after the closing date and time and thereafter electronically opened in the presence of Tenderers' representatives who choose to attend.

2.17.2. 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.

2.17.3. The Procuring entity will prepare minutes of the Tender opening.

## **2.18. Clarification of tenders**

2.18.1. 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.

2.18.2. 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 tenderer's tender.

## **2.19. Preliminary Examination and Responsiveness**

2.19.1. 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.

2.19.2. 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.

2.19.3. 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.

2.19.4. Prior to the detailed evaluation, pursuant to paragraph 22, 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.

2.19.5. 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.

## **2.20. Conversion to a single currency**

2.20.1. 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.

## **2.21. Evaluation and comparison of tenders.**

2.21.1. The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.21.2. 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.

2.21.3. 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

2.21.4. 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 have 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.

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

2.21.6. 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.

## **2.22. Contacting the procuring entity**

2.22.1. 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.

2.22.2. 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.

## **2.23. Award of Contract**

### **a) Post qualification**

2.23.1. 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.

2.23.2. 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 tenderer's 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.

2.23.3. 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**

2.23.4. Subject to paragraph 2.22 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.

2.23.5. 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.

2.23.6. 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.

## **2.24. Notification of award**

2.24.1. 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.

2.24.2. 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 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.24.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.25. Signing of Contract**

2.25.1. 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.

2.25.2. 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.

2.25.3. 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.

## **2.26. Performance Security**

2.26.1. 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.

2.26.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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.

## **2.27. Corrupt or Fraudulent Practices**

2.27.1. 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.

2.27.2. 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;

2.27.3. 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

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;

Instruction to Tenderer's Clause	Particulars of appendix to instruction to tenderer's
2.1.1	Particulars of eligible tenderers: <i>is open to eligible AGPO IATA registered Air Travel &amp; Ticketing Service Providers</i>
2.2.2	Tender document shall be <i>downloaded free of charge from the county website <a href="http://www.Kirinyaga.go.ke">www.Kirinyaga.go.ke</a> or <a href="http://tenders.go.ke">http://tenders.go.ke</a>.</i>
2.10	Particulars of other currency allowed. None
2.11	Eligibility and qualifications document of evidence required. Copies of ; <b>(i) Certificate of Registration/Incorporation</b> <b>(ii) Certificate of valid tax compliance</b> <b>(iii) Copy of IATA Registration as an Air Travel Ticketing Provider.</b>
2.12.2	Particulars of tender security if applicable: <b>NONE</b> -To fill the Tender Securing Declaration Form.
2.12.3	Form of Tender Security: <b>Submit the Tender Securing Form</b>
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days</b>
2.16	<i>Tenders to be submitted to County Government of Kirinyaga through <b>IFMIS SUPPLIER PORTAL: <a href="http://supplier.treasury.go.ke">supplier.treasury.go.ke</a> not later than <b>Wednesday 3rd MARCH, 2021 at 11:00 AM.</b></b></i>
2.16.3	<i>Bid documents shall automatically close after the closing date and time and thereafter electronically opened in the presence of Tenderers' representatives who choose to attend.</i>
2.20	Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:  <b>Evaluation Criteria;</b> The following Mandatory Requirements <b>must be met</b> by the tenderer notwithstanding other requirements in the tender documents: -



**a) Mandatory requirements (MR)**

<b>S/No</b>	<b>Item Description</b>	<b>Responsiveness (Yes/No)</b>
MR1	Must Submit a copy of Certificate of Registration /Incorporation	
MR2	Must submit Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)	
MR3	A copy of CR12 for limited company and Sole proprietor or Partnership companies to provide copies of directors I.D	
MR4	Must Fill, Sign and Stamp the Price Schedule in the format provided.	
MR5	Must submit Evidence of IATA and KATA Registration Certificate. (Attach Valid Certificates)	
MR5	Copy of Relevant AGPO Registration Certificate	
MR6	Duly filled, Signed and Stamped Form of Tender in the format provided.	
MR7	Must submit a dully Filled, Signed and Stamped Self-declaration Form in the format provided.	
MR8	A dully Filled, Signed and Stamped Tender Securing Declaration Form in the format provided.	
MR9	Dully Filled, Signed and Stamped Anti-Corruption Declaration Commitment /Pledge form.	
MR10	Must submit a Tender Form duly Completed, Signed and Stamped by the Tenderer in the format provided	
MR11	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided.	
	<b>RESPONSIVE/NON RESPONSIVE</b>	

At this stage, the tenderer's submission will either be responsive or non- responsive. Failure to respond to any of the above will lead to disqualification from further evaluation at this stage

**b) Technical Scores (TS)**

This section (Technical Evaluation) will carry a total of 100% as follows;

<b>ITEM</b>	<b>EVALUATE ATTRIBUTE</b>	<b>WEIGHTED SCORES</b>	<b>MAX SCORES</b>
	<b>EXPERIENCE OF THE FIRM</b>		<b>30</b>
T.S.1	No. of years. in Air Travel & Ticketing Industry	5 years and above	15
		Others prorated at:	15
		<u>Number of Years x 30</u>	
		<u>5</u>	
		<b>(Attach cert of registration)</b>	

T.S.2	Provide a list of clients, client contact person and reference/recommendation letters for the listed clients to which the company has offered similar services in the last 3 years.	<ul style="list-style-type: none"> <li>5 or more Clients with references</li> <li>Others prorated at: <math>\frac{\text{Number of Clients} \times 30}{5}</math></li> </ul>	15	
<b>FINANCIAL CAPABILITY</b>				<b>50</b>
T.S.3	Audited Accounts	Audited financial report (last 2yrs)	20	
T.S.4	Letter of proof on extent of credit/overdraft from your bankers.	Evidence of adequacy of working capital: - Last 12 Months certified Bank statements or Letter from the bank confirming availability of adequate funds to perform the contract. Average Annual turnover $\geq 10m = 30mks$ Average Annual turnover $\leq 20m = (\text{amount}/20m \times 30)$	30	
<b>Physical Facilities</b>				<b>20</b>
T.S.5	<b>Physical Facilities</b>	Evidence of physical registered office (Proven physical location with an attached copy of lease and address of firm, Single Business Permit	20	
<b>TOTAL</b>				<b>100</b>

Bidders must score 70% in the technical evaluation to proceed further in the financial evaluation.

2.24 *Particulars of post - qualification if applicable.* COUNTY OF KIRINYAGA may inspect the premises and interview management to confirm information given

2.24.4 **Award Criteria: Framework Contract will be awarded to Seven Lowest Evaluated Bidders**

*An order will be placed from the awarded bidders **ticket as per the airline market rate at the time of issuing the tickets through call offs,** KIRINYAGA COUNTY shall then issue a local purchase orders*

*The indicated Service Charge based on the airline charges provided will not change during the contract period This is a framework contract for the period 2 years renewable at the end of financial year subject to satisfactory performance*

2.27 Particulars of performance security if applicable. **To fill the Tender Securing Declaration Form**

## SECTION III-GENERAL CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

Page

3.1. Definitions .....	20
3.2. Application .....	20
3.3. Standards.....	20
3.4. Patent Right's .....	20
3.5. Performance Security.....	20
3.6. Inspections and Tests .....	21
3.7. Payment .....	21
3.8. Prices .....	22
3.9. Assignment.....	22
3.10. Termination for Default .....	22
3.11. Termination of insolvency.....	22
3.12. Termination for convenience.....	22
3.13. Resolution of disputes .....	23
3.14. Governing Language.....	23
3.15. Force Majeure .....	23
3.16. Applicable Law .....	23
3.17. Notices .....	23

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

### **3.1. Definitions**

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

- 3.1.1 "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.
- 3.1.2 "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- 3.1.3 "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.
- 3.1.4 "The Procuring entity" means the organization sourcing for the services under this Contract.
- 3.1.5 "The contractor means the individual or firm providing the services under this Contract.
- 3.1.6 "GCC" means general conditions of contract contained in this section
- 3.1.7 "SCC" means the special conditions of contract
- 3.1.8 "Day" means calendar day

### **3.2. Application**

- 3.2.1 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

### **3.4. Patent Right's**

- 3.4.1 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**

3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to County Government of Kirinyaga the performance security in the amount specified in Special Conditions of Contract.

3.5.2 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.

3.5.3 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.

3.5.4 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.

### **3.6. 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 -20-

Contract shall be specified in SCC

### **3.8. Prices**

- 3.8.1 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**

- 3.9.1 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**

- 3.10.1 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:
- 3.10.2 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.
- 3.10.3 if the tenderer fails to perform any other obligation(s) under the Contract.
- 3.10.4 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.
- 3.10.5 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**

- 3.11.1 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**

3.13.1 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.

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

### **3.14. Governing Language**

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

### **3.15. Force Majeure**

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

### **3.16. Applicable Law**

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

### **3.17. Notices**

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

3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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.

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

General conditions of contract reference	Special conditions of contract
3.6	<b>Performance security:</b> N/A
3.9	<p><b>Delivery of Goods and documents</b></p> <ul style="list-style-type: none"> <li>• The delivery of the goods shall be at the point of use within the hospital premises.</li> <li>• Delivery of the goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.</li> </ul>
3.10	<p><b>Payment:</b> Monthly payment only after receiving and confirming correctness in invoice and all documents of payment.</p> <p>The payment shall be made to the tendered supplier/contractor and No any third parties/Agents shall be paid on behalf of supplier/contractor.</p>
3.11	Price Variation: <b>Refer to 3.9.3</b>
3.18	<p><b>Resolution of Disputes:</b> The formal mechanism for resolution of disputes shall be Arbitration by an arbitrator appointed by the Chartered Institute of Arbitrators (Kenya Chapter) according to the provisions of Arbitration Act Cap 49 Laws of Kenya.</p>
3.19	Language and Laws: <b>Applicable language is English and applicable laws are the Laws of Kenya</b>
3.22	<p><b>Notice:</b> Procuring Entity's Addresses:</p> <p style="text-align: center;"><b>The County Secretary &amp; Head of Public Service,</b></p> <p style="text-align: center;"><b>County Headquarters,</b> <b>P.O Box 260 – 10304,</b> <b>Kutus.</b></p>



## SECTION V-DESCRIPTION OF SERVICES

### SCHEDULE OF REQUIREMENTS

#### 5.1 Services Required

Kirinyaga County Government wishes to engage the services of travel agents for provision of Air Travel arrangements on need basis for a period of two (2) year on a framework contract renewable for one more year after review of performance at the sole discretion of Kirinyaga County Government .

Kirinyaga County Government requires that air travel arrangements in respect of its officials and non- Kirinyaga County Government officials requiring air transport in the interest of Kirinyaga County Government be made by the travel company with due consideration of the following:-

- (i) Arrangements will only be for persons travelling for official reasons and in the interest of Kirinyaga County Government with prior approval,
- (ii) The most cost effective and practical means of air transport is to be used at all times. Priority will however be given to the National carrier, Kenya Airways.

The appointed travel company will be required to always assist Kirinyaga County Government officials concerning air travel arrangements for both international and domestic air travels. This will include arranging, amending and payment of all travel bookings.

#### Particulars

The County Government has a need for both international and domestic air travel. This tender covers the Provision of Air Ticketing Services: -

Table 1 gives the detailed clause-by-clause description of the required services. The Tenderer is required to provide the clause-by-clause response to the specifications and indicate clearly how the services offered meet the requirements.

#### TABLE 1: GENERAL SERVICE SPECIFICATIONS

The Detailed Service Specifications/Particulars are as follows:

**Bidders are required to indicate against each service specification "UNDERSTOOD AND WILL COMPLY" or "UNDERSTOOD AND WILL NOT COMPLY". Any other response in the column will be treated as NON-RESPONSIVE**

S/NO.	MINIMUM REQUIREMENT/SPECIFICATION	BIDDER'S RESPONSE
1.	Provision of Airline Ticketing	
2.	Service Provider to Focus on COUNTY GOVERNMENT OF KIRINYAGA 's requirements and will be available at all times for bookings/cancellation of air tickets	
3.	Provide cost effective and efficient Air Ticketing services to COUNTY GOVERNMENT OF KIRINYAGA by providing air tickets to COUNTY GOVERNMENT OF KIRINYAGA at the	

	best discounted price available	
4.	Tailor-make requests to suit all Air Ticketing and related needs of COUNTY GOVERNMENT OF KIRINYAGA	
5.	Prepare travel itineraries and Air Ticketing plans for COUNTY GOVERNMENT OF KIRINYAGA staff	
6.	Use the most cost-effective routes in Air Ticketing plans, and to prepare several Air Ticketing options	
7.	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans	
8.	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival	
9.	Issue air tickets using the approved Air Ticketing plan and the fare as quoted	
10.	To provide guaranteed ticket delivery to COUNTY GOVERNMENT OF KIRINYAGA Offices at no extra cost	
11.	To provide information on flight availability and timetables on request	
12.	To keep COUNTY GOVERNMENT OF KIRINYAGA updated on current market fares, special air fare deals and any other special tours and Air Ticketing packages	
13.	To re-confirm flight bookings for staff	
14.	To make changes on booking as per request as and when requested	
15.	To be an all-round source for Air Ticketing information for COUNTY GOVERNMENT OF KIRINYAGA	
16.	To process refunds and credit notes for unused/ partly used air tickets returned for a refund, and such refunds remitted within 45 days	
17.	To re-issue air tickets to COUNTY GOVERNMENT OF KIRINYAGA staff at no extra cost except cancellation costs charged by airlines.	
18.	The Air Ticketing Agents pass to COUNTY GOVERNMENT OF KIRINYAGA all concessions/ facilities extended by the airlines to the passengers on all air journeys booked by COUNTY GOVERNMENT OF KIRINYAGA	
19.	The invoiced amounts <b>MUST</b> be presented in separate columns indicating various charges among other details as below: (a) Names 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	
20.	COUNTY GOVERNMENT OF KIRINYAGA will make payments within 30 days of receipt of invoice	

**SECTION VI - PRICE SCHEDULE**

Name of Tender: **Tender for Provision of Air Ticketing Services through Framework Contract (Framework for 2 years)**

Tender Number: **852281-2020/2021**

S/No.	Services	Ticket Class	Fixed Service Charge Inclusive of taxes for the contract period (Kshs.)	Remarks
1.	Travel Return Air Ticketing Services for domestic air travel (within Kenya)	Economy		
		Business		
2.	One way Air Ticketing Services for domestic air travel (within Kenya)	Economy		
		Business		
3.	Return Air Ticketing Services for Regional air travel (within Africa) travel	Economy		
		Business		
4.	One way Air Ticketing Services for Regional air travel (within Africa) travel	Economy		
		Business		
5.	Return Air Ticketing Services for International air travel (Outside Africa)	Economy		
		Business		
6.	One way Air Ticketing Services for International air travel (Outside Africa)	Economy		
		Business		

**Notes:**

1. The services will be rendered on need basis through issuance of a Service Order.
2. Payments shall be made at the end of every month within 30 days upon receipt of invoice(s)
3. The invoiced amounts **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

**Bidders Signature**.....

**Date**.....

**Official Rubber Stamp** .....

---

## **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 TFC 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 TFC 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 TFC and pursuant to the – conditions

**SECTION VII- STANDARD FORMS**

**Table of Contents**

*FORM OF TENDER* ..... - 31 -

*CONTRACT FORM*..... - 32 -

*CONFIDENTIAL BUSINESS QUESTIONNAIRE* ..... - 33 -

*FORM OF TENDER SECURITY* ..... 34

*TENDER – SECURING DECLARATION FORM*..... 35

*LETTER OF NOTIFICATION OF AWARD* ..... 37

*FORM RB 1* ..... 38

*FORM SD2*..... 40

*SELF DECLARATION FORMS ( r 62)* ..... 40

**FORM OF TENDER**

**TENDER NEGOTIATION NO: 852281-2020/2021**

Date: \_\_\_\_\_

To: The County Secretary  
County Government of Kirinyaga  
P. O. Box 260-10304  
**Kutus**

Sir/Madam:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide, **Air Ticketing Services on Framework Agreement** in conformity with the said tender documents for the sum of **[As per the price Schedule]** 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 tender guarantee in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by TFC.
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 an on behalf of \_\_\_\_\_

**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 County Government of Kirinyaga 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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) County Government of Kirinyaga’s Notification of Award.

In consideration of the payments to be made by County Government of Kirinyaga to the tenderer as hereinafter mentioned, the tenderer hereby covenants with County Government of Kirinyaga to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

County Government of Kirinyaga 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 County Government of Kirinyaga)

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.

<b>Part 1 General</b>
Business Name .....
Location of Business Premises .....
Plot No, ..... Street/Road .....
Postal address .....Tel No. .... Fax No. .... 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.....

	<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: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">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.	.....	.....	.....	.....																						
	<b>Part 2 (c) – Registered Company</b>																									
	Private or Public																									
	State the nominal and issued capital of company																									
	Nominal Kshs.																									
	Issued Kshs.																									
	Given details of all directors as follows																									
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">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.	.....	.....	.....	.....																						
	Date.....Signature of Candidate.....																									

**FORM OF TENDER SECURITY**

WHEREAS ..... (hereinafter called “the Tenderer”) has submitted his tender dated ..... for the **TENDER FOR PROVISION OF AIR TICKETING SERVICES THROUGH FRAMEWORK CONTRACT(FRAMEWORK FOR 2YEARS)(name of Contract)** KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these present sealed with the Common Seal of the said Bank this ..... Day of .....20.....

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

Or

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 to the Employer 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 the Employer 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 Bank not later than the said date.

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

\_\_\_\_\_  
*[signature of the Bank]*

\_\_\_\_\_  
*[witness]*

\_\_\_\_\_  
*[seal]*

## **TENDER – SECURING DECLARATION FORM**

[The Bidder shall complete in this form in accordance with the instructions indicated]

**Date:** \_\_\_\_\_

**Tender No.** \_\_\_\_\_

**For:** \_\_\_\_\_

**To: The County Government of Kirinyaga  
P. O. Bx 260 -10304  
Kutus**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
  2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
    - (a) Have withdrawn our bid during the period of bid validity; or
    - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid 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 Instructions to Tenderers
  3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
    - 2 our receipt of a copy of your notification of the name of the successful Bidder; or
    - 3 twenty-eight days after the expiration of our Tender
  4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.
-

Signed:

---

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

In \_\_\_\_\_ the \_\_\_\_\_ capacity \_\_\_\_\_ of:

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

Name:

---

*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of:

*[insert complete name of Bidder]*

Dated on ..... day of ..... [insert date of signing]

ng]

---

**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.

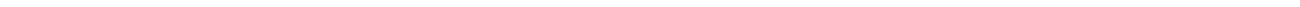
.....  
.....

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 MANAGING DIRECTOR



**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.
- etc.

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

1.

2.

etc

SIGNED .....(Applicant)

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

**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary

---

**FORM SD1**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date) Bidder Official

Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

---

**FORM SD2**

**SELF DECLARATION FORMS ( r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE  
IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, ..... of P. O. Box ..... being a resident of ..... in the Republic of ----- do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender **No.** ..... for .....(insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)  
(Signature) (Date) Bidder's Official Stamp

**Note:**

**This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016**