



KENYA TOURISM BOARD (KTB)

TENDER DOCUMENT

FOR

THE PROVISION OF TAXI SERVICES (NAIROBI & MOMBASA)

TENDER NO. KTB/T/002/2017-2018

CLOSING DATE: TUESDAY 25TH JULY, 2017 AT 12.00 NOON (KENYA TIME)

Kenya Tourism Board

P.O. Box 30630 – 00100, Nairobi, Kenya **Tel:** (020) 2711 262/2749 000

Website: www.magicalkenya.com

Table of Contents

	Page
SECTION A: INVITATION TO TENDER	3
SECTION B: GENERAL INFORMATION	4
SECTION III TECHNICAL SPECIFICATIONS	12
SECTION IV GENERAL CONDITIONS OF CONTRACT.....	15
SECTION V PRICE SCHEDULE.....	19
SECTION VI TERMS OF REFERENCE AND SCOPE OF SERVICES	20
SECTION VII STANDARD FORMS	21

SECTION A - INVITATION TO TENDER

PROVISION FOR TAXI SERVICES (NAIROBI & MOMBASA)

1. Kenya Tourism Board invites bidders to tender for the **Provision for Taxi Services in Nairobi and Mombasa** for a period of two (2) years 2017-2019, as detailed in the Tender Document.
2. Interested eligible tenderers may obtain further information from, and inspect the tender document at our procurement office located at Kenya Tourism Board, Kenya Re towers, off Ragati Road, Upper hill, 8th floor from 8.00 a.m to 5.00 p.m. on Mondays to Fridays inclusive except on public holidays.
3. A complete set of the tender document may be obtained by interested candidates from the procurement office, during working hours, i.e. Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. – 5.00 p.m. **w.e.f 11th July, 2017** upon payment of a non-refundable fee of **Kshs. 1,000.00** per set of documents payable at the cashier's office on 7th floor either in cash or Bankers Cheque.

Eligible bidders can also view/obtain/download the above tender document from our destination website www.magicalkenya.com/tenders , or corporate website www.ktb.go.ke/tenders , or IFMIS website www.supplier.treasury.go.ke **free of charge**. For those who physically pick the tender document from procurement office must attach evidence of payment to the technical proposal

4. Submit original and copy of the **Technical and Financial proposals** in sealed envelopes indicating the Tender Number and Tender Name and clearly marked **TECHNICAL PROPOSAL** and the original and copy of **FINANCIAL PROPOSAL** clearly marked **FINANCIAL PROPOSAL** and a warning **DO NOT OPEN WITH THE TECHNICAL PROPOSAL**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall clearly be marked **DO NOT OPEN EXCEPT IN THE PRESENCE OF THE OPENING COMMITTEE** and addressed to:

**CHIEF EXECUTIVE OFFICER
KENYA TOURISM BOARD
P.O. BOX 30630-00100
NAIROBI
TEL: 020-2711262**

Proposals received on email or fax will not be accepted.

5. The Technical Proposal must be accompanied by a **bid security of Kshs.100,000.00**

The Proposal documents shall be received **on or before 25th July, 2017 at 12.00 noon** and deposited in the tender box located on 7th Floor Kenya Re Towers, off Ragati Road.

Opening of the tenders will take place immediately thereafter in the Boardroom on 8th Floor in the presence of bidders who wish to attend.

Late submissions will not be accepted

CHIEF EXECUTIVE OFFICER

SECTION B: GENERAL INFORMATION

1. Eligible Tenderers

- 1.1 This invitation to tender is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the provision of taxi services by the intended completion date specified in the tender documents.
- 1.2 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 Kenya Tourism Board 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.
- 1.3 Tenderers shall not be under a declaration of eligibility for corrupt and fraudulent practices.
- 1.4 Tenderers shall bid for the supply of items as per specifications (as outlined in the schedule of requirements) and the fabrication of the items as specified in the technical specifications.

2. Eligible Services

- 2.1 All services to be provided under this contract shall have their origin in eligible source countries.

3. Cost of Tendering

- 1.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Tourism Board, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4 The Tender Document Contents

1. The tender document comprises the documents listed below and addenda issued in accordance with Clause 6 of these instructions to tenders.
 - 2.1 Invitation to Tender
 - 2.2 General Information
 - 2.3 General Conditions of Contract
 - 2.4 Special Conditions of Contract
 - 2.5 Schedule of Requirements
 - 2.6 Tender Form and Price Schedules
 - 2.7 Contract Form
 - 2.8 Tender Security Form
2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish information required by the tender documents or to submit a tender not substantially responsive to the tender documents

5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Tourism Board in writing, by E-mail or by cable (hereinafter, the term cable is deemed to include telex and facsimile) to procurement@ktb.go.ke . Kenya Tourism Board 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 Kenya Tourism Board. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received tender documents.

6. Amendment of Documents

6.1 At any time prior to the deadline for submission of tender, Kenya Tourism Board, 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 amendment.

6.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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

7. Language of Tender

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kenya Tourism Board, 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.

8. Documents Comprising the Tender

8.1 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 paragraph 12 that the tenderer is eligible to the tender and is qualified to perform the contract if its tender is accepted.
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

9. Tender Form

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods and services to be provided, a brief description of the goods, documentation certifying their country of origin, quantity, and prices.

10. Tender Prices

- 10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods/ services it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be the cost of services quoted including all customs duties and VAT and other taxes payable.
- 10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

11. Tender Currencies

The prices shall be quoted in Kenya Shillings.

12. Tenderers Eligibility and Qualifications

- 12.1 Pursuant to paragraph 1 (1.1 – 1.4) of Section C, 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.
- 12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Kenya Tourism Board's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1 (1.1 – 1.4) of Section C.
- 12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to Kenya Tourism Board's satisfaction that the tenderer has the financial, technical, and production capability necessary to perform the contract;

13. Tender Security

- 13.1 The tenderer shall furnish, as part of its tender, a tender security of **Kshs. 100,000.00**
- 13.2 The tender security is required to protect Kenya Tourism Board against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7.
- 13.3 The tender security shall be denominated in Kenya Shillings and shall be in the form of a bank guarantee or bank draft issued by a reputable bank located in Kenya of Insurance Bond from an Insurance Company approved by the Public Procurement Oversight Authority, in the format of the form provided in the tender documents or another form acceptable to Kenya Tourism Board and valid for thirty (30) days beyond the validity of the tender.
- 13.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by Kenya Tourism Board as non-responsive, pursuant to paragraph 22.
- 13.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiry of the period of tender validity prescribed by Kenya Tourism Board.
- 14 The successful Tenderer's tender security will be discharged upon the tenderer signing the

contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

15 The tender security may be forfeited: -

15.1 If a tenderer withdraws its tender during the period of tender validity specified by Kenya Tourism Board on the Tender Form; or

15.2 In the case of a successful tenderer, if the tenderer fails;

15.3 To sign the contract in accordance with paragraph 30 or

15.4 To furnish performance security in accordance with paragraph 31

14. Validity of Tenders

14.1 Tenders shall remain **valid for 120 days** after the date of tender opening as prescribed by Kenya Tourism Board, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by Kenya Tourism Board as non-responsive.

14.2 In exceptional circumstances, Kenya Tourism Board may solicit the Tenderer's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended.

14.3 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.

15 Format and Signing of Tender

15.1 The tenderer shall prepare one original and one copy of the tender, clearly marking

“ORIGINAL TENDER” and “COPY OF TENDER” as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and copy 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. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

15.3 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.

Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The tenderer shall seal the original and 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.

16.2 The inner and outer envelopes shall:

16.3 Be addressed to KTB at the following address

**CHIEF EXECUTIVE OFFICER
KENYA TOURISM BOARD
P.O. BOX 30630-00100
NAIROBI**

Bear the Tender Number and words: **“DO NOT OPEN BEFORE
25th July, 2017 at 12.00 noon”**

16.4 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”.

16.5 If the outer envelope is not sealed and marked as required by paragraph 17.2, Kenya Tourism Board will assume no responsibility for the tender’s misplacement or premature opening.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by Kenya Tourism Board at the address specified under paragraph 17.2 not later than **25th July, 2017 at 12.00 noon.**

Kenya Tourism Board 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 Kenya Tourism Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Modification and Withdrawal of Tenders

18.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by Kenya Tourism Board prior to the deadline prescribed for submission of tenders.

18.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.

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

18.4 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 14.7.

Opening and Evaluation of Tenders

19 Opening of Tenders

19.1 Kenya Tourism Board will open all tenders in the presence of tenderers’ representatives who choose to attend, at the Board room on 8th floor. The tenderers’ representatives who are present shall sign a register evidencing their attendance.

19.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and

the presence or absence of requisite tender security and such other details as Kenya Tourism Board, at its discretion, may consider appropriate, will be announced at the opening.

19.3 Kenya Tourism Board will prepare minutes of the tender opening.

20. Clarification of Tenders

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

20.2 Any effort by the tenderer to influence Kenya Tourism Board in its tender evaluation, tender comparison or contract award decision may result in the rejection of the tenderers' tender.

21. Preliminary Examination

21.1 Kenya Tourism Board will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

21.2 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.

21.3 Kenya Tourism Board may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

21.4 Prior to the detailed evaluation, pursuant to paragraph 23, Kenya Tourism Board will determine the substantial responsiveness of 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 deviation. Kenya Tourism Board determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

21.5 If a tender is not substantially responsive, it will be rejected by Kenya Tourism Board and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

22. Evaluation and Comparison of Tenders

22.1 Kenya Tourism Board will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

22.2 The evaluation of a tender will include and will take into account: -

In the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is

awarded to the tenderer, and

22.3 The comparison shall be based on the prices quoted for the goods to be supplied and delivered to Kenya Tourism Board including duties (for imported goods) and VAT.

22.4 The evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Certificate of incorporation
- (c) Bid Security
- (d) Profile of clients
- (e) Kenya Revenue Authority tax compliance
- (f) The Kenya Shilling conversion rate will be based upon the prevailing Central Bank of Kenya exchange rate on the date of opening of tenders

22.5 Pursuant to paragraph 23.4 the evaluation methods will apply as indicated in section III:

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 tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms Offering Taxi Services and Registered in Kenya
2.2.2	Price to be charged for tender documents. There is no price charged for the tender document downloaded from The National Treasury http://supplier.treasury.go.ke or Corporate websites: www.magicalkenya.com/tenders and www.ktb.go.ke/tenders

2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements in the evaluation below.
2.12.1	Particulars of tender security - Kshs 100,000.00
2.13	Validity of Tenders 120 days after date of Tender Opening.
2.14.1	Copies of Tender Documents to be submitted: One original and one copy
2.16.3	Bulky Tenders that will not fit in the tender box shall be delivered to the 8 th floor, Kenya Re Towers- Procurement Office

Evaluation and comparison of Tenders:

The following evaluation criteria below shall be applied not withstanding any other requirement in the tender documents.

SECTION III TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Mandatory Evaluation
2. Technical Evaluation
3. Financial Evaluation

a) MANDATORY EVALUATION

This stage of evaluation shall involve examination of the mandatory requirements as set out. Evaluation will be done basing on the following parameters:

Mandatory Tender Requirements

The tenderer must provide the following information and/or copies of the following documents:

No.	Description of requirement	Yes	No
1.	A copy of Certificate of Incorporation or business registration certificate		
2.	A copy of a valid Tax Compliance certificate		
3.	Bid Bond of Kshs 100,000.00 must be in form of a Bank guarantee or an insurance bond from an Insurance company approved by Public Procurement Oversight Authority (PPRA) and valid for 150 days		
4.	Duly filled and signed Confidential Business Questionnaire		
5.	Audited accounts for the last 2 years i.e 2014 & 2015		
6.	Letters of recommendation from 3 clients for similar services provided for the last two years		

NB: Bids that do not contain all the above mandatory requirements will be declared non responsive and shall not be evaluated further.

b) TECHNICAL EVALUATION

No.	Evaluation attribute	Weighting score	Max Score
1	Company profile with the following details	Addresses/telephone - 5 mks	15
		Company structure - 5 mks	
		Value additional - 5 mks	
2	Experience in providing taxi services (saloon and vans)	With over 5 years relevant experience - 20 mks	20
		With over 3 years relevant experience - 12 mks	
		With below 3 years relevant experience - 5 mks	
3	Order from leading customers in terms of value (contracts with reputable organizations)	5 or more contracts for the last three years- 10 mks	10
		Others appropriated as (no. of yrs/5) x 10 (attach copies of Award)	

4	Number of vehicles and period of service of the vehicles (Attach Evidence)	(i) Saloon (4x1 pax capacity)	15
		(ii) Van (7-9x1 pax capacity)	
		(a) Availability of 10 or more vehicles in number	
		(i), (ii) below 2 years of service - 10 mks	
		(b) Availability of less than 10 vehicles in number	
		(i), (ii), above 2 years of service - 7 mks	
		(c) Availability of less than 10 vehicles in number	
		(i), below 2 year of service, (ii) above 2 years of service -5 mks	
		(d) Any other - 3 mks	
5	Value Additional	Access to designated places (e.g. airport VIP)	10
		Discount on the price per km	
		Free time in terms of minimum time before waiting charges are applied	
6	Staff employed/capacity	List of personnel in employment	15
		(a) Management Staff-at least a degree/diploma in related discipline and provide certified CV and copies certificates	
		(b) Supervisors/drivers:3 years work experience, educated at least O levels/Qualification certificates	
		(a)and (b) -15 mks	
		Any other -5 mks	
7	Responsiveness and traceability	Emergency call line/radio networking/tracking system	5
8	Proposed approach and methodology to carry out the services		10
	Total		100

Firms that qualify at the Mandatory evaluation shall be evaluated on their capability to offer the services required using the evaluation criteria below:-

A bidder who scores a minimum technical score of 70% will proceed to the financial evaluation stage

c) FINANCIAL EVALUATION

Charges per KM (one way and return cost)

Description	Transfer rate per KM in Kshs.				
	0 - 42 KM	above 42 KM	Full day disposal	Half day disposal	Full day plus dinner disposal
Saloon (4 seater)					

Vans (7-9 seater)					
-------------------	--	--	--	--	--

Waiting Charges

Indicate waiting charges per hour

NOTE: Where staff share a cab, prices should be based on the furthest or last drop off destination

Signature of tenderer _____

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

SECTION IV GENERAL CONDITIONS OF CONTRACT

4.1 Definitions

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

- a) "The contract" means the agreement entered into between the Authority 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 Authority under the Contract.
- d) "The Authority" 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

4.2 Application

These General Conditions shall apply to the extent that provisions of other part of contract do not supersede them.

4.3 Standards

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

4.4 Patent Right's

The tenderer shall indemnify the Authority 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.

4.5 Performance Security

- 4.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Authority the performance security in form of bank guarantee of **Kshs 100,000.**
- 4.5.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 4.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Authority and shall be in the form of bank guarantee.

4.5.4 The performance security will be discharged by the Authority 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.

4.6 Inspections and Tests

4.6.1 The Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

4.6.2 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 Authority.

4.6.3 Should any inspected or tested services fail to conform to the Specifications, the Authority 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 Authority.

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

4.7 Payment

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

4.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Authority'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.

4.9 Assignment

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

4.10 Termination for Default

The Authority 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 Authority.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Authority 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 Authority for any excess costs for such similar services.

4.11 Termination of insolvency

The Authority 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 Authority.

4.12 Termination for convenience

4.12.1 The Authority 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 Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

4.13 Resolution of disputes

The Authority'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.

4.14 Governing Language

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

4.15 Force Majeure

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

4.16 Applicable Law.

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

4.17 Notices

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

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

4.18 Litigation History

The Applicant should provide accurate information on any litigation or arbitration or complaints pending before any Committee or any other forum resulting from his professional practice over the last two years. KTB reserves the right to carry out an independent investigation to verify the accuracy of the information so provided.

4.19 General Terms

Only firms that have been qualified and approved under this procedure will be invited to provide the services as and when required as aforesaid.

KTB reserves the right to:

- (a) amend the scope and value of any services to be provided;
- (b) reject or accept any application without assigning any reason thereof; and
- (c) Cancel the bidding process and reject all applications.
- (d) KTB shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for them.
- (e) KTB is not bound to issue a Letter of Instruction or to invite a bid from all or any of the tenderers.

4.20 Business Terms

KTB will expeditiously process payment after delivery of the service.

SECTION V – PRICE SCHEDULE

Charges per KM (one way and return cost)

Description	Transfer rate per KM in Kshs.				
	0 - 42 KM	above 42 KM	Full day disposal	Half day disposal	Full day plus dinner disposal
Saloon (4 seater)					
Vans (7-9 seater)					

Waiting Charges

Indicate waiting charges per hour

NOTE: Where staff share a cab, prices should be based on the furthest or last drop off destination

Signature of tenderer

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

SECTION VI – TERMS OF REFERENCE AND SCOPE OF SERVICE

Kenya Tourism Board wishes to engage the services of a firm for provision of Taxi Services (Nairobi & Mombasa). Upon qualification the firm will be required to enter into a contract with the Board for a period of **two (2) years**.

The Terms of Reference and Scope of Services shall include but not be limited to the details specified herein:

1. Provision of Taxi services to Kenya Tourism Board staff as and when required within and outside Nairobi and Mombasa
2. The firm should confirm availability of the taxi services in Nairobi and Mombasa
3. Provision of Taxi services promptly as and when required during the contract period.
4. Assign only clean and comfortable cabs with valid PSV license, and comprehensive insurance cover.
5. Assign only clean (road worthy, sober and well-behaved drivers with valid driving license).

SECTION VII - STANDARD FORMS

1. Form of tender
2. Contract agreement
3. Confidential Questionnaire form
4. Tender security form
5. Format of references

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Authority]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *numbers* *[insert.....]* , the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description..... ofservices]* in conformity with the said tender documents for the sum of . *[total tender amount in words and..... figures] if rates specify* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Authority).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

CONTRACT AGREEMENT

THIS AGREEMENT made the ____day of _____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Authority”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Authority)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or tenderers' who choose to participate in this tender)

Name of Applicant (S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(i) must be filled.

You are advised that giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Part 1 – General

Business Name:

Certificate of Incorporation / Registration No.

Location of business premises: Country

Physical addressTown

Building..... Floor..... Plot No.

.....Street / Road KTBl

AddressKTBl / Country Code..... Telephone

No's Fax No's.

E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.

Title Power of Attorney (**Yes / No**) If **Yes**, attach written document. Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality Country of Origin

*Citizenship details

Company Profile (*Attach brochures or annual reports in case of public companies*)

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Share</u> <u>s</u>
1.

2.

3.

4.

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company
Nominal KShs

.....

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by KTB and any other public or private institutions.

Full Names

Signature

Dated thisday of2017.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)
- d)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s
 In the capacity of
 Dated thisday of2017.
 Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
- b)
- c)
- d)

For and on behalf of M/s
 In the capacity of
 Dated thisday of2017
 Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Interest in the Firm:

Is there any person / persons in KTB or any other public institution who has interest in the Firm?
 Yes / No?

..... (Delete as necessary) Institution

.....
(Title)

.....
(Signature)

.....
(Date)

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or equipments in the last two (2) years.

<u>Company Name</u>	<u>Country</u>	<u>Contract/ Order No.Value</u>
1.....
2.....
3.....

Contact person (Full Names) E-mail
 address..... Cell phone no **(Note:** The person
 should be at the level of director) *Attach proof of citizenship

* Attach certified copies of the following documents:

- a) Previous orders from companies supplied before
- b) Certificate of Incorporation / Registration
- c) Tax Compliance Certificate (for local suppliers)
- d) VAT Certificate (for local suppliers)
- e) Audited Financial Statements / Accounts for the last two (2) years
- f) Valid Local Authority / Trade License (for local suppliers)

g) The Power of Attorney)

***The above documents should be submitted if they are applicable to bidder.**

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENYA TOURISM BOARD authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature..... For

and on behalf of M/s

In the capacity of

Dated thisday of2017.

Suppliers' / Company's Official Rubber Stamp

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of Authority](hereinafter called “the Bank”)are bound unto.....

[name of Authority](hereinafter called “the Authority”) in the sum of

for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Authority during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it, 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 above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

FIRM'S REFERENCES FORM

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity was legally contracted.

Assignment Name:	
Name of Company:	
Location within Country	
Duration of assignment	
Approx. Value of Services (in Kshs)	
Give a Narrative Description of Services Provided:	

Firm's Name: _____

Name and title of signatory: _____