

REPUBLIC OF KENYA



## THE COUNTY GOVERNMENT OF KISUMU

### FRAMEWORK CONTRACT Department of Finance

*Tender No. CGK/F & EP/2019-2020-2022/005*

*Provision of Air travel & Ticketing for The County Government of Kisumu  
through Framework Agreement*

County Secretary  
The County Government of Kisumu  
P O BOX 2738 -40100  
KISUMU

Dated: 19<sup>th</sup> February, 2020

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SECTION I:

INVITATION TO TENDER

DATE: **19<sup>th</sup> February, 2020**

**TENDER NAME: TENDER FOR PROVISION OF AIR TICKETING SERVICES THROUGH FRAMEWORK AGREEMENT FOR A PERIOD OF EIGHTEEN MONTHS**

**TENDER NO.: CGK/F & EP/2019 -2020:2022/005**

1.1 The County Government of Kisumu invites sealed bids from eligible tenderers **registered with IATA** for **provision of air ticketing services for a period of 3 years through framework agreement.**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the office of Head of Supply Chain at Prosperity House 2<sup>nd</sup> Floor Wing - C, located at between 8.00am and 5.00pm during weekdays.

1.3 An electronic copy of the tender document may be obtained for interested firms to be downloaded from the website [www.Kisumu.go.ke](http://www.Kisumu.go.ke) free **of charge or at no cost.** Bidders who download the tender document from the website **MUST** forward their particulars immediately for records and any further tender clarifications and addenda to address provided at appendix to instruction to tenderers.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at Prosperity House 2<sup>nd</sup> Floor Wing - A , to be addressed to;

**COUNTY SECRETARY,  
THE COUNTY GOVERNMENT OF KISUMU  
P.O. BOX 2738 - 40100  
KISUMU, KENYA**

So as to be received on or before **Tuesday 3<sup>rd</sup> March, 2020 at 10.00am**

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at THE COUNTY GOVERNMENT OF KISUMU.

**COUNTY SECRETARY  
THE GOVERNMENT OF KISUMU**

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to **all tenderers registered with IATA & KATA** 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 COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the COUNTY GOVERNMENT OF KISUMU, 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 tenders shall have downloaded free of charge for bidders that download from THE COUNTY GOVERNMENT OF KISUMU 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 6 of these instructions to tenders
- a) General Conditions of Contract
  - b) Special Conditions of Contract
  - c) Schedule of Requirements
  - d) Details of service
  - e) Form of tender
  - f) Confidential business questionnaire form
  - g) Declaration of undertaking
  - h) Tender Security Form
  - h) Tender Securing bid declaration form
  - j) Power of Attorney
- 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 COUNTY GOVERNMENT OF KISUMU in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU. 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 COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU, 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 COUNTY GOVERNMENT OF KISUMU, 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 COUNTY GOVERNMENT OF KISUMU, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender securing declaration form (d) Confidential business questionnaire
- d) Declaration form not to engage in corrupt fraudulent practice

## 2.8 Form of Tender

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

## 2.10 Tender Currencies

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

## 2.11 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 COUNTY GOVERNMENT OF KISUMU satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

**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 COUNTY GOVERNMENT OF KISUMU, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The COUNTY GOVERNMENT OF KISUMU as nonresponsive.

2.13.2 In exceptional circumstances, The COUNTY GOVERNMENT OF KISUMU may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

**2.14 Format and Signing of Tender**

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, measures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.15 Sealing and Marking of Tenders**

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

(a) be addressed to The COUNTY GOVERNMENT OF KISUMU at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: –DO NOT OPEN BEFORE **Tuesday 3<sup>rd</sup> March, 2020 at 10.00am**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared –late. –

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, The COUNTY GOVERNMENT OF KISUMU will assume no responsibility for the tender's misplacement or premature opening.

**2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the COUNTY GOVERNMENT OF KISUMU at the address specified under paragraph 2.15.2 no later than **Tuesday 3<sup>rd</sup> March, 2020 at 10.00am**

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

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the COUNTY GOVERNMENT OF KISUMU as provided for in the appendix.

**2.17 Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the COUNTY GOVERNMENT OF KISUMU prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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



- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The COUNTY GOVERNMENT OF KISUMU may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The COUNTY GOVERNMENT OF KISUMU shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## 2.18 **Opening of Tenders**

- 2.18.1 The COUNTY GOVERNMENT OF KISUMU will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday 3<sup>rd</sup> March, 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as The COUNTY GOVERNMENT OF KISUMU, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The COUNTY GOVERNMENT OF KISUMU will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 **Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders The COUNTY GOVERNMENT OF KISUMU may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence The COUNTY GOVERNMENT OF KISUMU in THE COUNTY GOVERNMENT OF KISUMU tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 **Preliminary Examination and Responsiveness**

- 2.20.1 The COUNTY GOVERNMENT OF KISUMU will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The COUNTY GOVERNMENT OF KISUMU may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

**2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the COUNTY GOVERNMENT OF KISUMU will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

**2.22 Evaluation and comparison of tenders.**

2.22.1 The COUNTY GOVERNMENT OF KISUMU will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 THE COUNTY GOVERNMENT OF KISUMU evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

**(a) Operational Plan.**

The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU may consider the alternative payment schedule offered by the selected tenderer.

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the COUNTY GOVERNMENT OF KISUMU**

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

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

**2.24 Award of Contract**

**a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the COUNTY GOVERNMENT OF KISUMU will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the COUNTY GOVERNMENT OF KISUMU deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the COUNTY GOVERNMENT OF KISUMU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 the COUNTY GOVERNMENT OF KISUMU will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU action. If The COUNTY GOVERNMENT OF KISUMU determines that none of the tenderers is responsive; The COUNTY GOVERNMENT OF KISUMU shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and The COUNTY GOVERNMENT OF KISUMU pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, The COUNTY GOVERNMENT OF KISUMU will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

- 2.26.1 At the same time as the COUNTY GOVERNMENT OF KISUMU notifies the successful tenderer that its tender has been accepted, The COUNTY GOVERNMENT OF KISUMU will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to The COUNTY GOVERNMENT OF KISUMU.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

**2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from The COUNTY GOVERNMENT OF KISUMU, 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 COUNTY GOVERNMENT OF KISUMU.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The COUNTY GOVERNMENT OF KISUMU may make the award to the next lowest evaluated or call for new tenders.

**2.28 Corrupt or Fraudulent Practices**

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

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

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	The tender is reserved to all <b>eligible IATA &amp; KATA registered Air Travel &amp; Ticketing Service providers.</b>
2.2.1	A complete set of the tender document may be obtained by interested firms upon payment of a non-refundable fee of <b>Kshs.1000</b> each payable to our accounts office in cash or by banker's cheque. The document can also be viewed and downloaded from the website <a href="http://www.kisumu.go.ke">www.kisumu.go.ke</a> _ free <b>of charge or at no cost.</b> Bidders who download the tender document from the website <b>MUST</b> forward their particulars immediately for records and any further tender clarifications and addenda.
2.4.1	A prospective tenderer requiring any clarification of the tender document may notify THE COUNTY GOVERNMENT OF KISUMU in writing i.e. (email in PDF format or by facsimile) at the following address; County Secretary County Government of Kisumu, P.O. Box 2738 - 40100 <b>Kisumu, Kenya</b> E-mail: <a href="mailto:director.supplychain@kisumu.go.ke">director.supplychain@kisumu.go.ke</a> NB: Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered.
2.4.2	THE COUNTY GOVERNMENT OF KISUMU shall reply and respond in writing through (e-mail in PDF format) to any clarifications received at least seven <b>(7) days</b> prior to the deadline for the submission of tenders.
2.8.1	Prospective tenderers shall complete the form of tender & price schedule furnished in the tender documents.
2.10	Prices shall be quoted in Kenya Shillings only and shall include all applicable taxes.
2.13.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.
2.14.1	Tenderers shall prepare <b>one (1) original</b> and <b>one (1) copy</b> of the tender document.

2.15.1	Tenderers shall seal the original and the copy of the tender in one envelope and be addressed to the address given in the invitation to tender.
2.16.1	Tenders must be received by not later than <b><u>Tuesday 3<sup>rd</sup> March, 2020 at 10.00am.</u></b>
2.18.1	THE COUNTY GOVERNMENT OF KISUMU will open the tenders tenderers representatives who choose to attend the tender opening at <b>Tuesday 3<sup>rd</sup> March, 2020 at 10.00am</b> in the location specified in the invitation to tender.
2.22.1	<p>Tender Evaluation Criteria- Evaluation shall be carried out as per the evaluation criteria stated in the three stages of the evaluation.</p> <p>(a) Mandatory Evaluation Criteria- Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for technical evaluation.</p> <p>(b) Technical Evaluation Criteria-The following will be assessed during this stage. Tenderers must attain a minimum technical score of <b><u>70%</u></b> for it to be considered financial evaluation stage.</p> <p>(c) Financial Evaluation Stage- This will be based on the compliance to the following criteria by the tenderers.</p> <p>i. Compliance to THE COUNTY GOVERNMENT OF KISUMU payment terms as specified in SCC</p> <p><b><u>AWARD CRITERIA - Lowest Evaluated Bidder for fully completed schedule</u></b></p>
2.24	THE COUNTY GOVERNMENT OF KISUMU may at its own discretion conduct due diligence on the technically qualified tenderer to establish their ability to perform the contract.
2.24.3	<p><b>Award Criteria:</b></p> <p><input type="checkbox"/> 1. <b>Framework Contract will be awarded to the <u>Lowest Evaluated Bidder.</u></b></p> <p><input type="checkbox"/> An order will be placed from the awarded bidder <b>ticket as per the airline market rate at the time of issuing the tickets</b>, THE COUNTY GOVERNMENT OF KISUMU shall then issue a local purchase order</p> <p><input type="checkbox"/> 2. The indicated Service Charge based on the airline charges provided will not change during the contract period.</p>
2.25	The tenderers shall be notified on the outcome of the tender.
2.27	Performance security required for this tender shall be Kshs. 200,000 in the form of an insurance or bank guarantee issued by a local Kenya bank

## **TENDER EVALUATION CRITERIA**

### **A) MANDATORY/PRELIMINARY EVALUATION STAGE**

The following mandatory requirements that determine bidder's responsiveness shall be assessed.

<b>No</b>	<b>Requirement</b>	<b>Responsive/Non Responsive</b>
1.	Duly filled, signed and stamped tender form in the format provided	
2.	Submit a copy of certificate of Registration /Incorporation in Kenya	
3.	Attach a copy of Valid PIN Certificate	
4.	Attach Copy of Valid Single Business Permit	
5.	Duly filled, signed and stamped Tender Securing Bid Declaration Form	
6.	Certificate of Confirmation of Directors and Shareholding (CR12) for limited company or/ an ID Card for Sole Proprietorship	
7.	Submit a copy of valid tax compliance certificate. This will be verified through KRA TCC checker.	
8.	Duly filled, signed and stamped confidential business questionnaire in the format provided	
9.	Duly filled, signed and stamped declaration of undertaking not to engage in corrupt practice	
10.	Must submit Evidence of valid IATA & KATA Registration Certificate.	
11.	Attach a duly signed and authorized power of attorney in the format provided	

NB: Bidders who will not be responsive in this stage will be declared non-responsive and will not proceed in the technical evaluation stage.

## B) TECHNICAL EVALUATION STAGE

	Description of Criteria.	Requirements	Max. Score
1.	Number of Years in Air Travel and Ticketing Industry  (Attach a copy of Certificate of Incorporation/Registration in Kenya)	<ul style="list-style-type: none"> <li>- 8 Years and above - 15mks</li> <li>- 7 years - 10mks</li> <li>- 5 years - 7mks</li> <li>- 3 years - 3 mks</li> </ul>	10mks
2.	Lists of Government Ministries/State Corporation clients/customers offered Air ticketing, tours and travel within the last three (3) years	<input type="checkbox"/> <b>Provide a list of at least five (5) major clientele/customers from Government Ministries or State Corporations in which similar services has been undertaken in the last three (3) years, detailing nature of <u>assignment/service, value of contract, contact person including contact addresses.</u> (25marks)</b> List of Five (5) clients - 25 marks <ul style="list-style-type: none"> <li>↗ List of Four (4) clients - 20 marks</li> <li>↗ List of Three (3) clients - 9 mks</li> <li>↗ List of Two (2) clients - 6mks</li> <li>↗ List of One (1) client - 3 mks</li> </ul>	25mks
3.	Reference/recommendation letters from the five (5) clients/customers listed above from Government Ministries and State Corporations	<input type="checkbox"/> Provide reference/recommendation letters from at least the five (5) clients/customers listed above from Government Ministries and/or State Corporations to which the company has offered similar services in the last 3years <b>(25 marks)</b> <ul style="list-style-type: none"> <li>↗ Five (5) recommendation letters for the listed clients - <b>(25marks)</b></li> <li>↗ Four (4) recommendation letters for the listed clients - <b>(20marks)</b></li> <li>↗ Three (3) recommendation letters for the listed clients - <b>(15marks)</b></li> <li>↗ Two (2) recommendation letters for the listed clients - <b>(10marks)</b></li> <li>↗ One (1) recommendation letter for the listed clients - <b>(5marks)</b></li> </ul>	25mks
4.	Bidders must duly fill as indicated the Suitability Responses as provided for in <b>Section VI</b>	- 1 Marks each	20mks
5.	Financial resource	Copies of certified bank statement for the last six months	10 Mks
6.	Preference for Agpo Registered firms under Ministry of Finance/Treasury	Submit a valid copy of AGPO Certificate from Ministry of Finance/Treasury for either youth/pwd/women - 5 Maks	10 mks
	<b>Total Marks</b>		100mks

**Only bidders who score above 70% of the total technical score will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will**



not be considered further.

**NB: Post Qualification - THE COUNTY GOVERNMENT OF KISUMU shall visit and inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding the contract or entering into a framework agreement with the lowest evaluated.**

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) –The contract<sup>1</sup> means the agreement entered into between The COUNTY GOVERNMENT OF KISUMU 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<sup>1</sup> means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) –The services<sup>1</sup> means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to The COUNTY GOVERNMENT OF KISUMU under the Contract.
- d) –The COUNTY GOVERNMENT OF KISUMU<sup>1</sup> 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<sup>1</sup> means general conditions of contract contained in this section
- g) –SCC<sup>1</sup> means the special conditions of contract
- h) –Day<sup>1</sup> means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

The tenderer shall indemnify The COUNTY GOVERNMENT OF KISUMU 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 twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to The COUNTY GOVERNMENT OF KISUMU the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Interest on Delayed Payments**

The Procuring Entity shall not in any instance whatsoever, incur any interest or additional costs from overdue amounts, if any, owed to the Tenderer regarding this procurement.

### **3.9 Prices**

- 3.9.1 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 COUNTY GOVERNMENT OF KISUMU 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.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 25%, of the original contract price.
- 3.9.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.
- 3.9.5 Where quantity variation of service is allowed, the variation shall not exceed 15% of the original contract quantity.
- 3.9.6 Price variation request shall be responded to by the procuring entity within 30 days of receiving the request.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with THE COUNTY GOVERNMENT OF KISUMU prior written consent.

### **3.11 Termination for Default**

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

d) If the service rendered by the Tenderer do not conform to the Standards specified in the Contract

In the event The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU for any excess costs for such similar services.

### **3.12 Termination of Insolvency**

The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU.

### **3.13 Termination for Convenience**

3.13.1 The COUNTY GOVERNMENT OF KISUMU 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 COUNTY GOVERNMENT OF KISUMU convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination The COUNTY GOVERNMENT OF KISUMU may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Termination by Mutual Consent**

By mutual written agreement, the Procuring Entity and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.

### **3.15 Resolution of disputes**

THE COUNTY GOVERNMENT OF KISUMU and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.16 Governing Language**

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

### **3.19 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.

#### **Effect of Force Majeure:**

If a Party is prevented from or delayed in performing an obligation hereunder by reason of Force Majeure the affected Party shall:

(a) be relieved from the consequences of its failure to perform that obligation on a day-today basis;

- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and
- (c) use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

**3.18 Force Majeure Termination:**

If an event of Force Majeure continues beyond a period of thirty (30) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

**3.19 Limitation of Liability**

To the fullest extent permitted by law, the Procuring Entity, its officers, directors, employees, agents, and subcontractors, shall not be liable for any claims, losses, costs, or damages of whatsoever nature and howsoever arising to the Tenderer, and anyone claiming by, through, or under the Tenderer, resulting from or in any way related to this Contract from any cause or causes, including but not limited to any direct, indirect, general, special, punitive, incidental or consequential damages, loss of income or profit, loss of or damage to property, claims of third parties or other losses of any kind or character.

**3.20 Applicable Law.**

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

**3.21 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.

**3.22 Amendments**

Any amendment of any term of the Contract entered into by the parties shall only be made by a written agreement between the parties, and such agreement shall be deemed to form an integral part of such Contract.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

General conditions of contract reference	Special conditions of contract
3.1	
3.3	Air tickets shall be provided as per the requirements given by THE COUNTY GOVERNMENT OF KISUMU from time to time.
3.6	No performance security required for this tender.
3.8	<ul style="list-style-type: none"> <li>i. THE COUNTY GOVERNMENT OF KISUMU Payment terms are 30 days upon receipt of certified invoices confirming that the invoiced services have been rendered in accordance with the contract.</li> <li>ii. Payment shall be made through County Government of Kisumu of Kisumu.</li> <li>iii. Advance Payment shall not apply. iv. No Interest on delayed payments</li> </ul>
3.9	No interest charged on delayed payments
3.10	<p>Prices charged by the tenderer for the service charge of the tickets shall be fixed during the contract period.</p> <p><b><u>No correction of errors.</u></b></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
3.15	THE COUNTY GOVERNMENT OF KISUMU and the tenderer shall make every effort to resolve amicably by direct informal negotiation and 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 adjudication in an agreed national or international forum, and/or international arbitration.
3.20	The contract shall be interpreted in accordance with the laws of Kenya.
3.22	<p>Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other;</p> <p>For the Procuring Entity:</p>

---

County Secretary,  
THE COUNTY GOVERNMENT OF KISUMU  
P.O. Box 2738 - 40100  
Kisumu, Kenya

Any notice given under the Agreement shall be in writing and may be served:

- i. personally;
- ii. by registered or recorded delivery mail; iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or iv. by any other means which any party specifies by notice to the others.

Notice shall be deemed to have been served:

- i. if it was served in person, at the time of service;
- ii. if it was served by post, 72 hours after it was posted; and
- iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.



## SECTION V - SCHEDULE OF REQUIREMENTS

The detailed service specification/particulars are as tabled below. The documents submitted will be evaluated for suitability.

Bidders are required to read the description of THE COUNTY GOVERNMENT OF KISUMU requirements as provided in below table and

Bidders are required to indicate against each service specification either **UNDERSTOOD AND WILL COMPLY OR UNDERSTOOD AND WILL NOT COMPLY.**

No.	Minimum Requirement/Specification	Bidders Response <u>UNDERSTOOD AND WILL COMPLY OR UNDERSTOOD AND WILL NOT COMPLY.</u>	Marks
1.	Provision of Airline Ticketing		1 mark
2.	Service provider to focus on THE COUNTY GOVERNMENT OF KISUMU requirements and will be available at all times for booking's/cancellation of air tickets		1 mark
3.	Provide cost effective and efficient Air Ticketing services to THE COUNTY GOVERNMENT OF KISUMU by providing air tickets to THE COUNTY GOVERNMENT OF KISUMU at the best discounted price available		1 mark
4.	Tailor-make requests to suit all air ticketing and related needs of THE COUNTY GOVERNMENT OF KISUMU.		1 mark
5.	Prepare travel itineraries and Air Ticketing plans for THE COUNTY GOVERNMENT OF KISUMU staff.		1 mark
6.	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options		1 mark
7.	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans		1 mark
8.	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival		1 mark
9.	Issue Air Tickets using the approved Air Ticketing plan and the fare as quoted		1 mark
10.	To provide guaranteed ticket delivery to THE COUNTY GOVERNMENT OF KISUMU Office at no extra cost		1 mark
11.	To provide information on flight availability and timetables on requests		1 mark

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

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

**1 marks for UNDERSTOOD AND WILL COMPLY**

(Name of company)

(Signature(s))

(Official Stamp)

## SECTION VI -

## DESCRIPTION/SCOPE OF SERVICES

The following is the scope of services requirement for THE COUNTY GOVERNMENT OF KISUMU.

The travel agent shall be required to:

1. Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international flights for THE COUNTY GOVERNMENT OF KISUMU. This information will be transmitted to The COUNTY GOVERNMENT OF KISUMU's designated contact person (s).
2. Advise THE COUNTY GOVERNMENT OF KISUMU on flight schedules and changes.
3. Advise THE COUNTY GOVERNMENT OF KISUMU on the available flights for the requested bookings taking into consideration the most cost effective routes with the associated connections, most convenient routes and low priced flights, as per the class advised by THE COUNTY GOVERNMENT OF KISUMU.
4. Issue and deliver tickets or e-tickets, based upon proper authority from THE COUNTY GOVERNMENT OF KISUMU in the case of official travel and take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within 2 hours of the request.
5. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
7. Issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey.
8. Accurately advise THE COUNTY GOVERNMENT OF KISUMU of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
9. Act only on travel requests for official travel submitted by the responsible staff of THE COUNTY GOVERNMENT OF KISUMU and  
Local Service Order on confirmation
10. Offer hassle-free domestic and international travel transfer services.
11. Negotiate for –Best fare on the Dayl such as the lowest fare made available by an airline for the day of travel.
12. Appoint dedicated technical personnel(s) to be responsible for THE COUNTY GOVERNMENT OF KISUMU air ticketing and related services
13. Provide air ticketing services from 0730 to 16.30 hours during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekends and official holidays where required.
14. Provide an information service to notify THE COUNTY GOVERNMENT OF KISUMU and the traveler of such events as airport closings, cancelled or delayed flights and strike situations as well as safety conditions, which may affect travel to any particular destination.
15. Provide each traveler a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
18. Offer reasonable credit periods to THE COUNTY GOVERNMENT OF KISUMU, at least 30 days.
19. Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services.
20. To carry out investigations on any complaints from travelers and follow ups
21. Advise on immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by THE COUNTY GOVERNMENT OF KISUMU.
  
24. Advice on the reliability, security and safety records of airlines.
25. Processing of visas on behalf of THE COUNTY GOVERNMENT OF KISUMU employees upon request where personal appearance before visa issuing officer is not obligatory.

26. The travel Agent may, as an ancillary service, provide personal travel services to THE COUNTY GOVERNMENT OF KISUMU Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of THE COUNTY GOVERNMENT OF KISUMU. THE COUNTY GOVERNMENT OF KISUMU assumes no financial liability for such services.
27. The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by THE COUNTY GOVERNMENT OF KISUMU, setting forth the traveler's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.

SECTION VIII - STANDARD FORMS

**Notes on the sample Forms**

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Securing Bid Declaration Form - When required by the tender documents the tender shall provide the tender securing in the form included herein
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Declaration of Undertaking - The declaration of undertaking must be filled, signed and stamped

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

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

To: \_\_\_\_\_

\_\_\_\_\_  
[name and address of procuring entity] Gentlemen and/or

Ladies:

1. Having examined the tender documents including Addenda Nos. .... [insert unit summation ],the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ( ..... (insert tender description) in conformity with the said tender documents for the sum of ..... (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....( Procuring entity).

4. We agree to abide by this Tender for a period of ..... [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

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

\_\_\_\_\_

[signature] & stamped [in the capacity of] \_\_\_\_\_  
Duly authorized to sign tender for an on behalf of \_\_\_\_\_

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

<p><i>Part 1 – General:</i></p> <p>Business Name .....</p> <p>Location of business premises.....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel No. .... Fax ..... E mail .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time - Kshs. ....</p> <p>Name of your bankers ..... Branch .....</p>																									
<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p><input type="checkbox"/> Citizenship details .....</p>																									
<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Shares</th> <th>Nationality</th> <th>Citizenship</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Shares	Nationality	Citizenship	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....				
Name	Shares	Nationality	Citizenship																						
1. ....	.....	.....	.....																						
2. ....	.....	.....	.....																						
3. ....	.....	.....	.....																						
4. ....	.....	.....	.....																						
<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....	5. ....	.....	.....	.....
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5. ....	.....	.....	.....																						
<p>Date ..... Signature of Candidate &amp; Stamped .....</p> <p><input type="checkbox"/> If a Kenya Citizen, indicate under –Citizenship Details whether by Birth, Naturalization or registration.</p>																									

**8.3 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement entity]  
(hereinafter called —the Procuring entity) of the one part and ..... [name of tenderer] of  
..... [city and country of tenderer] (hereinafter called —the tenderer!) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods ] and has accepted a tender by the  
tenderer for the supply of those goods in the sum of ..... [contract price in words and  
figures] (hereinafter called —the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*



**8.4 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

WHEREAS ..... [name of tenderer] (hereinafter called –the tenderer!) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [description of goods] (hereinafter called –the Contract!).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_

[name of bank or financial institution]

\_\_\_\_\_

[address]

\_\_\_\_\_

[date]

**8.5 TENDER SECURING BID DECLARATION FORM (FOR AGPO FIRMS)**

[The Bidder shall complete in this Form in accordance with the instructions indicated] Date: ..... of Bid Submission] Tender No. .... of bidding process]

To: ..... [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. We accept that we will 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 specified by us in the Bidding Data Sheet; 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 ITT

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) Our receipt of a copy of your notification of the name of the successful Bidder;

Or ii) 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 the 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]

**8.6 TENDER SECURITY FORM (Ksh 50,000)**

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 procuring entity](hereinafter called —the Bank!)are bound unto.....  
[name of procuring entity](hereinafter called —the procuring entity!) in the sum of .....  
for which payment well and truly to be made to the said Procuring entity, 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 Procuring  
entity 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 Procuring entity up to the above amount upon receipt of its first written  
demand, without the Procuring entity having to substantiate its demand, provided that in its demand the  
Procuring entity 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)*

## 8.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been

debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

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

(Name of company)

(Signature(s))

**8.8 POWER OF ATTORNEY**

To [name of the Procuring entity] .....

*Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.*