



Kenya National Highways Authority

Quality Highways, Better Connections

Blue Shield Towers, Hospital Road, Upper Hill, P. O. Box 49712-00100, Nairobi.

Tel: 020-8013842 **Email:** dg@kenha.co.ke **Website:** www.kenha.co.ke

**PROVISION OF FULL BOARD ACCOMMODATION AND
CONFERENCE FACILITIES FOR ONE HUNDRED (150) PAX
FOR 7 DAYS WITH EFFECT FROM 10TH – 17TH JUNE, 2018**

TENDER No: KeNHA/1862/2018

FEBRUARY, 2018

**DIRECTOR – CORPORATE
SERVICES**

**KENYA NATIONAL HIGHWAYS
AUTHORITY
P. O. BOX 49712 - 00100
NAIROBI.**

**DIRECTOR GENERAL
KENYA NATIONAL
HIGHWAYS AUTHORITY P.O.
BOX 49712 - 00100
NAIROBI.**

Table of Contents

	Page
INTRODUCTION	3
Section I INVITATION FOR TENDER.....	4
Section II INSTRUCTION TO BIDDERS	5
Section III GENERAL CONDITIONS OF CONTRACT.....	17
Section IV SPECIAL CONDITIONS OF CONTRACT	23
Section V SCHEDULE OF REQUIREMENTS	31
Section VI STANDARD FORMS	25
1. FORM OF TENDER	26
2. PRICE SCHEDULES.....	27
3. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	28
4. LETTER OF NOTIFICATION OF AWARD.....	30

INTRODUCTION

- ✓ Kenya National Highways Authority hereinafter referred to as KeNHA, intends to engage the services of a service provider for Provision of Full Board Accommodation and Conference Facilities for one hundred (150) pax for 7 days with effect from 10th – 17th June, 2018

SECTION I – INVITATION TO TENDER

Tender Ref No: KeNHA/1862/2018

Tender Name: Provision of Full Board Accommodation and Conference Facilities for **one hundred (150) pax for 7 days**

1.1 The Kenya National High Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the Management, Development, Rehabilitation and Maintenance of National Roads. Provision of Full Board Accommodation and Conference Facilities for one hundred (150) pax for 7 days

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the procurement office, situated at the Kenya National Highways Authority Headquarters on Ground Floor Blue shield Towers during normal working hours.

1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for **(90) days** from the closing date of the tender.

1.4 The Tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One Thousand Kenya shillings (Kshs. 1,000) in form of banker's cheque payable to Kenya National Highways Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeNHA website: www.kenha.co.ke or Kenya Supplier Portal: supplier.treasury.go.ke.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and tender name and be deposited in the Tender Box at **Mezzanine Floor, Blue shield Towers, Upper Hill** or be addressed to:-

**Deputy Director Supply Chain Management
Kenya National Highways Authority
Blue Shield Towers, 1st Floor,
Hospital Road, Upper Hill
P O Box 49712 – 00100, Nairobi**

so as to be received on or before **Wednesday 7th March, 2018 at 11.00am.**

1.6 Tenders will be opened immediately thereafter in the presence of candidates representatives who choose to attend at **KeNHA Boardroom in 3rd Floor, Blue Shield Towers, Upper Hill.**

**Deputy Director Supply Chain Management
For: Director General**

SECTION II - INSTRUCTION TO BIDDERS

Table of Clauses

	Page
2.1 Eligible Bidders.....	6
2.2 Cost of Tendering.....	6
2.3 Contents of Tender document.....	6
2.4 Clarification of Tender document.....	7
2.5 Amendments of Tender document.....	7
2.6 Language of Tender.....	7
2.7 Documents Comprising the Tender.....	7
2.8 Tender Form.....	8
2.9 Tender Prices.....	8
2.10 Tender Currencies.....	8
2.11 Bidders Eligibility and Qualifications.....	8
2.12 Tender Security.....	8
2.13 Validity of Tender.....	9
2.14 Format and Signing of Tender.....	9
2.15 Modification and Withdrawal of Tender.....	9
2.16 Opening of Tender.....	10
2.17 Clarification of Tender.....	10
2.18 Conversion to Single Currency.....	11
2.19 Contacting KENHA.....	12
2.20 Award Criteria.....	13
2.21 KeNHA’s Right to Accept or Reject any or all Tender.....	13
2.22 Notification of Award.....	14
2.23 Signing of Contract.....	14
2.24 Performance Security.....	15
2.25 Corrupt or Fraudulent Practices.....	15

SECTION II - INSTRUCTIONS TO BIDDERS

2.1. Eligible Bidders

2.1.1 This Invitation for Tender is open to all Bidders. Successful Bidders 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 KeNHA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the Tender unless where specially allowed under section 131 of the Act.

2.1.3 Bidders shall provide the qualification information statement that the Bidder (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 KeNHA 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 Tender.

2.1.4 Bidders involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Contents of Tender Document

2.2.1 The Tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Bidders.

- (i) Instructions to Bidder
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Form of Tender
- (v) Price Schedules
- (vi) Confidential Business Questionnaire Form
- (vii) Notification of award

2.3 Contents of the document

2.3.1 The Bidder is expected to examine all instructions, forms, terms and specification 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 Bidders risk and may result in the rejection of its Tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the Tender documents may notify KeNHA by post, fax or by email at KeNHA's address indicated in the Invitation for Tender. KeNHA will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the Tender, prescribed by KeNHA. Written copies of the KeNHA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the Tender documents.

2.4.2 KeNHA shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Tender.

2.4.3 Preference where allowed in the evaluation of Tender shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of Tender, KeNHA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Tender documents by issuing an addendum.

2.5.2 The prospective Bidder who has been issued with the Tender document 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 Bidders reasonable time in which to take the amendment into account in preparing their Tender, KeNHA, at its discretion, may extend the deadline for the submission of Tender.

2.6 Language of Tender

2.6.1 The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and KeNHA, shall be written in English language. Any printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate English translation of the

relevant passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

2.7. Documents Comprising the Tender

2.7.1 The Tender prepared by the Bidder shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Tender and is qualified to perform the contract if its Tender is accepted;

2.8. Form of Tender

2.8.1 The Bidder shall complete the Tender Form and the Price Schedule furnished in the Tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The Bidder shall indicate on the form of Tender and the appropriate Price Schedule the unit prices and total Tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the Bidder shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A Tender submitted with an adjustable price Tender will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Bidders Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the Bidder shall furnish, as part of its Tender, documents establishing the Bidders eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

2.11.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Tender is accepted shall establish to KeNHA's

satisfaction that the Bidder has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 Not applicable

2.13. Validity of Tender

2.13.1 Tender shall remain valid for 90 days after date of negotiations pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by KeNHA as non-responsive.

2.13.2 In exceptional circumstances, KeNHA may solicit the Bidder'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 Bidder granting the request will not be required nor permitted to modify its Tender.

2.14. Format and Signing of Tender

2.14.1 The Bidder shall prepare an original and a copy 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 Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.

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

2.16. Deadline for Submission of Tender

Tender must be received by KeNHA during negotiations at the address specified under paragraph 2.15.2 not later than ***Wednesday, 7th March, 2018 at 11.00 A.M.***

2.17. Modification and Withdrawal of Tender

2.17.1 The Bidder 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, is received by KeNHA prior to the deadline prescribed for submission of Tender.

2.17.2 The Bidder'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 fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tender.

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

2.17.4 No Tender may be withdrawn in the interval between the deadline for submission of Tender and the expiration of the period of Tender validity. Withdrawal of a Tender during this interval may result in the Bidder's forfeiture of its Tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tender

KeNHA will negotiate with the bidder representative on **Wednesday, 7th March, 2018 at 11.00 A.M.**

2.18.1 The Tender will be received in the location specified in the invitation for Tender by the negotiation committee.

2.18.2 The Tenderers' names, Tender modifications or withdrawals, Tender prices, discounts, and the presence or absence of requisite Tender security and such other details as KeNHA, at its discretion, may consider appropriate, will be announced at the opening where applicable.

2.18.3 KeNHA will prepare negotiation minutes of the proceedings, which will be submitted to Bidder that signed the register.

2.19 Clarification of Tender

2.19.1 To assist in the examination, evaluation and comparison of Tender KeNHA may, at its discretion, ask the Bidder 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 of the Tender shall be sought, offered, or permitted.

2.19.2 Any effort by the Bidder to influence KeNHA in its Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Bidders' Tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 KeNHA will examine the Tender to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tender are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the quarterly rate agreed and the total price that is obtained by dividing the total Tender sum by four quarters, the quarterly rate 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 forfeited if applicable. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 KeNHA 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 Bidder.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KeNHA 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. KeNHA's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

2.20.5 If a Tender is not substantially responsive, it will be rejected by KeNHA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, KeNHA 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.

2.22.2 KeNHA's evaluation of a Tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- a) operational plan proposed in the Tender;

- b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied.

- (a) Operational Plan
 - (i) KeNHA requires that the goods and services under the Invitation for Tender shall be performed at the time specified in the Schedule of Requirements. Tender offering to perform longer than KeNHA's required delivery time will be treated as non-responsive and rejected.

- (b) Deviation in payment schedule
 - (i) Bidder shall state their Tender price for the payment on schedule outlined in the special conditions of contract. Tender will be negotiated on the basis of this base price. Bidder is, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. KeNHA may consider the alternative payment schedule offered by the selected Bidder.

2.22.4 The Tender negotiation committee shall evaluate the Tender within time stipulated in the invitation letter.

2.23. Contacting KeNHA

2.23.1 Subject to paragraph 2.19 no Bidder shall contact KeNHA 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 Bidder to influence KeNHA in its decisions on Tender evaluation, Tender comparison, or contract award may result in the rejection of the Bidders' Tender.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KeNHA will award the contract to the successful Bidder whose Tender has been determined to be substantially responsive and has been determined to be the lowest evaluated Tender, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the Bidder 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.

2.26. KeNHA's Right to accept or Reject any or all Tender

2.26.1 KeNHA reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tender at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KeNHA's action. If KeNHA determines that none of the Tender is responsive, KeNHA shall notify each Bidder who submitted a Tender.

2.26.2 KeNHA shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.26.3 A Bidder 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of Tender validity, KeNHA will notify the successful Bidder in writing that its Tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the Bidder and KeNHA pursuant to clause 2.9. Simultaneously the other Bidders shall be notified that their Tender were not successful.

2.27.3 Upon the successful Bidder's furnishing of the performance security pursuant to paragraph 2.29 KeNHA will promptly notify each unsuccessful Bidder and will discharge its Tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as KeNHA notifies the successful Bidder that its Tender has been accepted, KeNHA will simultaneously inform the other Bidders that their Tender have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to KeNHA.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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.

2.29 Performance Security

2.29.1 Not applicable

2.30 Corrupt or Fraudulent Practices

- 2.30.1 KeNHA requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts. A Bidder shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 KeNHA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.30.3 Further a Bidder 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 Bidders

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

Instruction to Tenderers	Particulars of Appendix to instructions to Bidders
2.12.1	N/A
2.14.1	<i>Bidders shall provide 1 ORIGINAL document during negotiation</i>
2.15.2 (b)	The closing date of the Tender shall be Wednesday, 7th March, 2018 at 11.00 A.M.
2.25.1	Provide legal documentation and other registration documents
2.2.9.	Not applicable to this Tender.

PRELIMINARY/ MANDATORY EVALUATION REQUIREMENTS

- **Certified** copy of Certificate of Incorporation/ Registration.
- **Valid** Tax Compliance Certificate. (Will be confirmed online with KRA TCC Checker)
- **Certified** copy of **Valid** Single Business Permit
- Duly filled and Signed Form of Tender.
- Proof of having successfully completed provision of similar services
- Duly filled and Signed Confidential Business Questionnaire
- Tender document must be **sequentially** serialized

Note: All Certification of documents shall be original and executed by commissioner of Oaths or Notaries Public

TECHNICAL EVALUATION REQUIREMENTS

The evaluation committee appointed by KeNHA to evaluate the proposals shall carry out the evaluation of bids based on the following points criteria -

S/No.	<u>Required information Maximum</u>	<u>POINTS</u>
a)	Price quoted	30
b)	Audited accounts for the last three years	10
c)	Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured	10
d)	Evidence of previous similar contracts relevant to this service.	10
e)	Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact.	10
	Quality Certificate (Star rating accredited by relevant bodies) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any	
f)	Confidential business questionnaires Duly filled	10
g)	Declaration and Company stamp: Form of Tender	10
h)	Fixed premises with telephone facilities (may be inspected/verified by a team from Board officers if need be).indicate location, address, building, telephone etc	10
Total points for criterion:		[100]

NOTE: The minimum technical score required to qualify for financial evaluation is: 80%.

(a) Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non-responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

(b) The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	18
3.2 Application.....	18
3.3 Standards.....	18
3.4 Use of Contract Documents and Information.....	19
3.5 Patent Rights.....	25
3.6 Performance Security.....	24
3.7 Delivery of Services and Documents.....	25
3.8 Payment.....	25
3.9 Prices.....	25
3.10 Assignment.....	25
3.11 Termination for Default.....	25
3.12 Termination for Insolvency.....	26
3.13 Termination for Convenience.....	26
3.14 Resolution of Disputes.....	26
3.15 Governing Language.....	27
3.16 Applicable law.....	27
3.17 Force Majeure.....	27
3.18 Notices.....	27

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between KeNHA and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the Bidder including any documents, which the Bidder is required to provide to KeNHA under the Contract.
- (d) “KeNHA” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without KeNHA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KeNHA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KeNHA's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KeNHA and shall be returned (all copies) to KeNHA on completion of the contract's or performance under the Contract if so required by KeNHA.

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 If performance security is applicable the contractor or service provider is required to submit it within twenty eight (28) days of receipt of the notification of Contract award, the successful bidder shall furnish to KeNHA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KeNHA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

3.6.3 The performance security if applicable shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KeNHA and shall be in the form of:

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

3.6.4 The performance security will be discharged by KeNHA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of

obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Bidder in accordance with the terms specified by KeNHA in the schedule of requirements and the special conditions of contract

3.8. Payment

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

Support of work –proof of payment shall be done done by attaching Job Cards, Email print outs and such like where necessary

Inspection and committee apointed by Director General shall certify and approve invoice and all supporting documents

All other conditions of payments in Finace Manual Policy and Procedures shall apply

3.9. Prices

3.9.1 Prices charged by the service provider for Services performed under the Contract shall not; with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its Tender.

3.10. Assignment

3.10.1 The Contractor OR service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with KeNHA's prior written consent.

3.11. Termination for Default

3.11.1 KeNHA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KeNHA.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of KeNHA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event KeNHA 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 un-delivered and the Contractor shall be liable to KeNHA for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

3.13.1 KeNHA by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities 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 KeNHA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 KeNHA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.3 Special Conditions of Contract as relates to the General Conditions of Contract are tabulated below:-

Reference of General Conditions of Contract	Special Condition of Contract
3.6 Performance security	N/A
3.7 Delivery of Services	The service provider shall:- Provide the following:- <ul style="list-style-type: none">• Provision of Full Board Accommodation and Conference Facilities for one hundred (150) pax for 7 days with effect from 10th – 17th June, 2018
3.8 Payment	Payment shall be made by KeNHA as specified under clause 3.8
3.9 Price adjustment	There shall be no price adjustment within the first twelve months.
3.16 Applicable law	N/A
3.18 Notices	Kenya National Highways Authority P. O Box 49712 – 00100, Nairobi

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the Bidder and submitted with the Tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the Tender.
3. **Contract Form** - The contract form shall not be completed by the Bidder at the time of submitting the Tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the Tender documents.
4. **Letter of Notification of Award**- This will be issued by KeNHA upon successful negotiation
6. **Public Procurement Administrative Review Board**

FORM OF TENDER

To:.....

Date:

Name and address of procuring entity_____

Tender No.

Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide the Services under this Tender in conformity with the said Tender document for the sum of [Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the Tender.

3. 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.

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

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

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of

Price Schedule Form

No.	SERVICE/ITEM DESCRIPTION	COST (KES)
	TOTAL (KES)	

We undertake, if our Tender is accepted, provide the services as specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) which ever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.
Part _____ General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No. Fax

Email

Nature of business

Registration Certificate No.

Maximum value of business which you can handle at any one time in Kshs.

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

Your name in full Age

Nationality Country of origin

Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:-

	<u>Name</u>	<u>Nationality</u>	<u>Citizenship</u>	<u>Details</u>	<u>Shares</u>
1.
2.
3.
4.
5.

Date..... Signature of Bidder

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned Tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER.

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
2.
etc.

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

- 1.
2.
etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary