



Kenya National Highways Authority

Quality Highways, Better Connections

TENDER NO. KeNHA/1803/2017

TENDER FOR PROVISION OF TAXI SERVICES

CLOSING DATE: TUESDAY 17TH OCTOBER, 2017 AT 11.00AM.

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SECTION I - LETTER OF INVITATION

TO: **22nd September, 2017**

Dear Sir/Madam,

TENDER NUMBER: KeNHA/1803/2017

TENDER NAME: TENDER FOR PROVISION OF TAXI SERVICES

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. The Authority invites bids from eligible firms/consultants for the **Provision of Taxi services**.

Details of the scope of services are included in the Tender Documents.

The following are mandatory requirements that must be submitted together with the tender document:

1. Original copy of Tender Security of Kshs. 45,000.00 in the form of Bank Guarantee from a reputable bank in Kenya valid up to 120 days from the date of opening of the tender.
2. Copy of certificate of incorporation
3. Copy of current tax compliance certificate from Kenya Revenue Authority (Will confirm with KRA TCC checker)
4. Duly filled and signed Form of Tender
5. Duly filled confidential Business Questionnaire
6. Copy of valid County Government business license
Tender validity of one hundred twenty(120) days from date of the tender opening
7. Bidders shall sequentially serialise all pages of each tender submitted

Procurement shall be based on the post qualification method and the above details will be submitted with the proposal.

Interested firms may inspect the request for proposal documents from the procurement office, Kenya National Highways Authority Headquarters, on the First Floor, Blue Shield Towers, Hospital Road, Upper Hill, and Nairobi during normal working hours.

A complete set of 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.

The proposals shall be enclosed in a plain sealed envelope clearly marked with the tender number and tender name and deposited in the tender box situated **at KeNHA headquarters Mezzanine Floor, Blue Shield Towers** or be addressed to:-

**Deputy Director- Supply Chain Management,
Kenya National Highways Authority,
Blue Shield Towers, Mezzanine Floor, Hospital Road, Upper Hill,
P. O. Box 49712-00100,
NAIROBI, KENYA**

So as to be received on or before **TUESDAY 17TH OCTOBER, 2017**
AT 11.00AM.

Opening of the proposals will take place immediately thereafter at the **KeNHA Board Room, 3rd Floor, Blue Shield Towers** in the presence of firm's/consultant's representatives who choose to attend.

Deputy Director- Supply Chain Management
FOR: DIRECTOR GENERAL

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 33 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential Business Questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

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

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

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

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the

Tender Form; or

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

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

2.14 Format and Signing of Tender

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

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

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **TUESDAY 17TH OCTOBER, 2017 AT 11.00AM.**”

2.15.2 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”. —

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **TUESDAY 17TH OCTOBER, 2017 AT 11.00AM.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.

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

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **TUESDAY 17TH OCTOBER, 2017 AT 11.00AM** 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 Procuring Entity, at its

discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. A substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.3, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.1 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.2 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after

notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.24. 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, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.6

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of

Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO SECTION II - INSTRUCTIONS TO THE TENDERER

The following information shall complement or amend the provisions of instructions to tenderers (Section 11). Wherever there is conflict between the provisions of the instructions to tenderers (section 11) and the appendix, the provisions of the appendix shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Paragraph 2.1.1	<i>All tenderers who meet requirements and conditions as set in the tender documents shall provide the services for a duration of two years</i>
Paragraph 2.1.1	<i>Tender for Provision of Transport/Taxi Services to Kenya National Highways Authority as and when required</i>
Paragraph 2.1.4	<i>Bidders to submit declaration statement on corrupt and fraudulent practices</i>
Paragraph 2.2.2	<i>Fee for tender documents shall be Kshs. 1,000/=. Those who download the document from KeNHA Website shall not need to pay.</i>
Paragraph 2.9.3	<i>The tender prices shall remain fixed during the contract period.</i>
Paragraph 2.9.4	<i>There will be no price variations during the contract period.</i>
Paragraph 2.10.1	<i>Prices shall be quoted in Kenya Shillings.</i>
Paragraph 2.12.1	<i>Tender security required of Kshs. 45,000 in form of a bank guarantee from a reputable bank in Kenya valid for 120 days from the date of the tender opening.</i>
Paragraph 2.13.1	<i>Tenders shall remain valid for 120 days from the date of submission of the tender.</i>
Paragraph 2.14.1	<i>The tenderer shall prepare “ONE ORIGINAL” and “ONE COPY” of tender</i>
	<i>All pages of the tender documents must be sequentially serialized</i>
Paragraph 2.15.1 (a)	<p><i>The address of submission of tenders is:</i></p> <p><i>Director General, Kenya National Highways Authority</i></p> <p><i>P.o Box 49712-00100, Nairobi.</i></p> <p><i>Blueshield Towers, Hospital Road, Upper Hill Area.</i></p> <p><i>NAIROBI</i></p>

Paragraph 2.16.1

*Tenders will be opened on. **TUESDAY 17TH OCTOBER, 2017 AT 11.00AM.***

Paragraph 2.22

The evaluation of the tenders will be carried out through the following stages:

Stage 1- Preliminary Responsive checks (Mandatory requirements)

Firms that do not meet the following mandatory checks shall be rejected at this stage:

- 1) All pages of the tender documents must be sequentially serialized*
- 2) Bidders Must submit a copy of current tax compliance certificate from Kenya Revenue Authority (Will confirm with KRA TCC checker)*
- 3) Bidders must be registered under the relevant law. Proof of registration and Incorporation to be indicated by attaching a copy of the certificate.*
- 4) Bidders must indicate the physical location of the business premises. (Attach current lease agreement of premises/offices or ownership documents)*
- 5) Bidder to attach proof that the vehicles are compliant to traffic rules (attach current copies of inspection certificate)*
- 6) Bidders to attach proof that the vehicles are comprehensively insured by an insurance company approved by Insurance regulatory Authority (Attach copies of insurance certificates or letter from the insurance company)*
- 7) Business license by the relevant county government for 2017*

Firms that do not satisfy the above conditions shall be rejected at this stage.

Stage 2 – Technical Evaluation

Only bidders who satisfy the mandatory requirements above will proceed to the next stage of technical evaluation which will be done in line with the following broad criteria:

<i>Item</i>	<i>Description</i>	<i>Points %</i>
<i>1</i>	<i>Company profile</i>	<i>10</i>
<i>2</i>	<i>Size of the fleet Over 10 vehicles - 30 marks 7 – 9 vehicles - 15 marks 4– 6 vehicles – 5 marks</i>	<i>30</i>
<i>3</i>	<i>Reference letters from at least 4 reputable clients</i>	<i>20</i>
<i>3</i>	<i>Provide a Letter of Reference from the bank or Audited financial statements/ accounts for the last two years</i>	<i>10</i>

4	<i>Duly filled and signed Confidential Business Questionnaire</i>	10
5	<i>A letter of commitment confirming duration of time to provide service from notification by the client</i>	10
6	<i>Qualifications and experience of key personnel</i>	10
	Total	100%

All the above areas will be evaluated out of 100% by the evaluation committee. Firms that score at least 70% and above in the technical evaluation will proceed to the final stage of financial evaluation. Firms that score less than 70% shall be rejected at this stage.

Stage 3 – Financial Evaluation

Firms that score at least 70% and above in the technical evaluation will have their quotations evaluated. The financial evaluation will include checking any mathematical errors, taxes, currencies and exchange rates, confirm that firms have quoted as per specifications, validity of prices etc.

Award Criteria

The lowest evaluated tender will be the bidder who has passed in the technical evaluation and has quoted the lowest rates.

Paragraph b) 2.24.1

The lowest evaluated tender will be the bidder who has passed in the technical evaluation and has quoted the lowest rates.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 **Application**

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

3.3 **Standards**

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

3.5 **Patent Right’s**

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

3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

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

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

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 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
Paragraph 3.8.1	Payments shall be made on monthly basis and within thirty (30) days from the receipt of invoice and after satisfactory performance of services
Paragraph 3.9	There shall be no price adjustment and variations in this contract
Paragraph 3.14	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
Paragraph 3.17	The applicable law is the Law of Kenya
Paragraph 3.18	<p>The Address of the Client is:</p> <p>Director General, Kenya National Highways Authority P.O Box 49712-00100, Nairobi Email: dg@kenha.go.ke</p> <p>The Address of the Supplier is:</p> <p>Managing Director: P.O Box</p> <p>Fax: Email:</p>

SECTION V – SCHEDULE OF REQUIREMENTS

Bidders should provide the following information to facilitate evaluation of their bids:

1. Bidders to indicate in details their methodology and operational plan of action for carrying out the work.
2. The bidder shall provide a Letter of Reference from the bank or Audited financial statements/ accounts for the last two years
3. List of References including:
 - i) At least four (4) clients dealt with in similar work for the last five years
 - ii) Attach recommendation letters from the references.
4. Detailed Company Profile including the following:
 - i) Office accommodation, communication equipments, etc
 - ii) Age
 - iii) Size
 - iv) Equipments
 - v) Total personnel strength including list of drivers and radio technicians
 - vi) Submit a list of the vehicles which should include type, registration number, age etc.
 - vii) Office space
 - viii) Any other relevant information.
5. Proof of training undertaken and schedules for the Key Personnel and drivers of the vehicles. This should include:
 - i) Pre- service – give details including the schedules and who and where training is conducted
 - ii) In – service - give details including the schedules and who and where training is conducted
7. Proof of Insurance cover including:
 - i) Group Cover for Staff -(attach copies of certificates)
 - ii) Indemnity against risk -(attach copies of certificates)
 - iii) Workman compensation- (WIBA) -(attach copies of certificates)
8. Proof of Back up System to ensure smooth operations all the time.
9. All firms tendering must provide certificate of good conduct for their drivers from the Police Department. - (attach copies of the certificates)

10. Information on workshop for back-up service/repair and maintenance.
11. The drivers must have clean driving license, presentable and highly disciplined.
12. The Personnel should also be literate and able to express themselves in English and Kiswahili language. Attach proof
13. Bidders to submit C.V'S of the key personnel which should include among others the following:

- i) Chief Executive officer of the Firm
- ii) Operations Manager

The C.V should be in the following format:

- i) Name of Person:.....
- ii) Nationality:.....
- iii) Education background
 - a) Academic
 - b) professional/specialized training
 - c) Experience
- iv) Signature of C.V.....

14. Bidders to submit list of company Directors and shareholding
15. Attach proof for latest payment of **NSSF, NHIIF and trading license from county government**
17. KeNHA has the right to visit and inspect the bidder's premises and their facilities as part of the evaluation.
18. Indicate proof that vehicles are fitted with anti-car jack tracking system (attach copies of certificate)

SECTION VI – DESCRIPTION OF SERVICES

Kenya National Highways Authority is in the process of procuring transport firm/firms to provide transport/taxi services as indicated in the following table. The provision of the services has been split into four packages to enhance more efficiency and increase competition. Firms can bid for any or all the packages so long as they can demonstrate adequate capacity to carry out the work. However KeNHA has the discretion to award the tender to different firms depending on their capacity to deliver. Bidders will quote for rates to be charged. Bidders are also informed that the contract is for an initial period of twelve (12) months which may be renewable subject to satisfactory performance. Bidders should also quote as format below to facilitate fair evaluation failure to which their bids may be declared non-responsive

1. Package

The packages services are as stipulated in the tables below. Use the tables below to indicate your charges.

1. Package 1

This is for Nairobi and surrounding areas only

Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
1	Hire of saloon	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour
Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
2	Van/minibus	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour

2. Package 2.

This is for Mombasa and surrounding areas only

Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
1	Hire of saloon	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour
Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
2	Van/minibus	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour

3. Package 3.

This is for Eldoret and surrounding areas only

Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
1	Hire of saloon	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour
Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)

2	Van/minibus	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour
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4. Package 4.

This is for Kisumu and surrounding areas only

Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
1	Hire of saloon	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour

Charges		
Item	Description	Unit cost inclusive of VAT (Kshs)
2	Van/minibus	i) Kshs.....per km ii) Kshs....per day iii) Kshs....half day iv) Kshs....waiting charges per hour

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
3. 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

SECTION VI - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Performance security form
5. Declaration form

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 numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

2. CONTRACT FORM

THIS AGREEMENT made the ___ day of ___ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

in the presence of _____.

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

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

Part 2 (a) – Sole Proprietor			
Your name in full.....		Age.....	
Nationality.....		Country of Origin.....	
Citizenship details			
Part 2 (b) – Partnership			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
Date.....		Signature of Candidate.....	

4. PERFORMANCE SECURITY FORM

To:

.....
.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20_____ to

supply.....
.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

5. ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We declare.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer or authorized representative