PROVISION OF AIR TRAVEL AGENCY SERVICES (RESERVED FOR WOMEN OWNED ENTERPRISES)

TENDER NO.KRA/HQS/NCB-033/2016-2017

TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900
www.kra.go.ke
NAIROBI, KENYA.

FEBRUARY, 2017

PREBID DATE: 23RD FEBRUARY, 2017
TIME: 10.00 AM

CLOSING DATE: 2ND MARCH, 2017
TIME: 12:00 NOON

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SECTION I - INVITATION TO TENDER

DATE _____

TENDER REF. NO. KRA/HQS/NCB-033/2016-2017

TENDER NAME: PROVISION OF AIR TRAVEL AGENCY SERVICES

1.1.1 The Kenya Revenue Authority (KRA) invites sealed tenders from eligible candidates for **Provision of Air Travel Agency Services** for a period of two (2) years. More details of the services are provided in the schedule of requirements and special conditions of contract herein.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of:

Deputy Commissioner-Procurement & Supplies Services
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Fax No. +254 020 215809
Nairobi, Kenya.
Website: www.kra.go.ke

1.3 A Complete set of tender documents may be obtained by interested bidders upon payment of a non-refundable fee of Kshs.1, 000.00 (One thousand shillings). The documents can also be viewed and downloaded from the KRA Website **www.kra.go.ke** at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda to **eprocurement@kra.go.ke**

1.4 Prices or rates quoted must be inclusive of all taxes and should remain valid for at least One Hundred and Twenty (120) days after the deadline of submission of the tenders.

1.5 Tenders to be deposited in the Tender Box located on the Ground Floor, Times Tower Building, Haile Selassie Avenue, Nairobi on or before 12.00 noon, **2nd March 2017** .Tenders will be opened immediately thereafter in the **Convention Centre on the 5th floor, Times Tower Building** in the presence of candidates' representatives who choose to attend.

1.6 Completed tender documents should be submitted in plain sealed envelopes and clearly marked "KRA/HQS/NCB-033/2016-2017" and addressed to:

The Commissioner General,
Kenya Revenue Authority,
Times Tower,
P.O Box 48240 – 00100 GPO,

Nairobi.

1.7 **A pre-bid briefing** will be held on **23rd February, 2017** at 10:00 a.m. in the Convention Centre 5th Floor of Times Tower Building.

1.8 KRA reserves the right to accept or reject any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender.

Any canvassing or giving of false information will lead to automatic disqualification

For: **Commissioner General**
Kenya Revenue Authority

SECTION II- INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation to Tender is open to **Women Owned Enterprises.** 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 Kenya Revenue Authority (KRA) 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 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 KRA 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 to Tender.

2.1.4 Tenderers involved in the 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 KRA, 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/=

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

(i) Instructions to Tenderers
(ii) General Conditions of Contract
(iii) Special Conditions of Contract
(iv) Schedule of Requirements
(v) Details of Insurance Cover
(vi) Form of Tender
(vii) Price Schedules
(viii) Contract Form
(ix) Confidential Business Questionnaire Form
(x) Tender Security Form
(xi) Performance Security Form
(xii) Insurance Company's Authorization Form

(xiii) Declaration Form
(xiv) Request for Review Form

2.3.2 The Tenderer 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 tenderers 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 KRA by post, fax or by email at the KRA's address indicated in the Invitation to Tender. KRA 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 tenders, prescribed by the KRA. Written copies of the KRA'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 KRA shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

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

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, KRA, 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 and addendum.

2.5.2 All prospective tenderers who will 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, KRA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 KRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

(b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished in accordance with paragraph 2.12 (if applicable)

(d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer 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 tenderer 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 duties, VAT and other taxes payable.

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

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KRA'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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price. Tender security is not required for this tender. Bidders are required to submit a duly signed Tender Securing Declaration Form and must be valid for 150 days from the date the tender closes.

2.12.3 The tender security is required to protect the KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.20.5.

2.12.6 Unsuccessful Tenderer's tender 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.

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity.
(b) In the case of a successful tenderer, if the tenderer fails:
    (i) to sign the contract in accordance with paragraph 2.29 or
    (ii) to furnish performance security in accordance with paragraph 2.30.
(c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRA as non-responsive.

2.13.2 In exceptional circumstances, KRA 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 granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy of the **Combined Technical and Financial Proposal,** 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. **All pages of the tender shall be serialized.**

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 the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to Kenya Revenue Authority at the address given in the Invitation to Tender paragraph 1.6.
(b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **March 2nd , 2017 at 12.00 p.m.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KRA 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 KRA at the address specified under paragraph 2.15.2 not later than **March 2nd , 2017 at 12.00 p.m.**

2.16.2 KRA 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 KRA 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 the tender box shall be received by KRA 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 tenders, is received by KRA prior to the deadline prescribed for 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 fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 KRA will open all tenders in the presence of tenderers' representatives who choose to attend, at **2nd March 2017 at 12.00 p.m** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 KRA will prepare minutes of the tender opening, which will be submitted to 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 KRA 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 of the tender shall be sought, offered, or permitted.

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

2.20. Preliminary Examination and Responsiveness

2.20.1 KRA will examine the tenders 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 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KRA 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 KRA'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 KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, KRA 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 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 KRA'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.

1. Operational Plan

(i) KRA 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 KRA's required delivery time will be treated as non-responsive and rejected.

2. Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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. KRA may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 15 calendar days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KRA 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 KRA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24. Post-qualification

2.24.1 KRA will verify and 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 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 2.11.2, as well as such other information as KRA 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KRA 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.

2.25.2 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.

2.26. Procuring Entity's Right to Accept or Reject any or All Tenders

2.26.1 KRA 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 KRA's action. If KRA determines that none of the tenders is responsive, KRA shall notify each tenderer who submitted a tender.

2.26.2 KRA 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.

2.26.3 A tenderer who gives false information in the tender document about his 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, KRA will notify the successful tenderer 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 tenderer and KRA pursuant to clause

2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

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

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.

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 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KRA.

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

2.30. Corrupt or Fraudulent Practices

2.30.1 KRA 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.

2.30.2 KRA 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.

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

Appendix to Instructions to Tenderers

The following information for the procurement of **Provision of Air Travel Agency Services** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	***Particulars of Appendix to instructions to tenderers***
1.3	Cost of tender document is Ksh.1, 000.00. The documents can also be viewed and downloaded from the KRA Website **www.kra.go.ke** at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda **eprocurement@kra.go.ke**
1.7	A pre-bid briefing will be held on **23rd February, 2017** at 10:00 a.m. in the Convention Centre 5th Floor of Times Tower Building.
2.1	The tender is open to **Women Owned Enterprises** registered under the National Treasury.
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.12.2	Bidders are required to submit a duly signed Tender Securing Declaration Form and must be valid for 150 days from the date the tender closes.
2.15.2	**COMMISSIONER GENERAL** **KENYA REVENUE AUTHORITY** **TIMES TOWER BUILDING** **HAILE SELASSIE AVENUE** **P.O. BOX 48240 – 00100** **TEL: +254 20 310900** **FAX: +254 20 215809** **NAIROBI, KENYA.**
2.14.1	The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.
2.16.2	Deadline for submission is **2nd March, 2017** at 12.00 p.m.
2.16.3	Bulky tender documents that cannot fit into the tender box to be received at the procurement office, Ground floor, Times Tower Building. Envelopes should be stamped and initialed at time of receipt.
2.18.2	Combined Technical and Financial Proposal (One Bid Document)
2.23 (KRA's Officials)	**Deputy Commissioner-** Procurement & Supplies Services P.O. BOX 48240 – 00100

	TEL: +254 20 281 7022 E-MAIL: procurement@kra.go.ke **Chief Manager** Administration & Logistics Division P.O. BOX 48240 – 00100 TEL: +254 20 281 7026 FAX: +254 20 341201

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 KRA 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 tenderer including any documents, which the tenderer is required to provide to KRA under the Contract.

(d) "The Procuring entity" 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 KRA'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 KRA 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 KRA's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of KRA and shall be returned (all copies) to KRA on completion of the contract's or performance under the Contract if so required by KRA.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify KRA 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 Within ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRA the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to KRA 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 in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.

3.6.4 The performance security will be discharged by the KRA 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 Contractor in accordance with the terms specified by KRA 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 contractor under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by KRA, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Price 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 quoted 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 amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by KRA 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

3.11.1 KRA 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 KRA.

(b) If the Contractor fails to perform any other obligation(s) under the Contract.

(c) If the Contractor in the judgment of KRA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event KRA 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 KRA 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 KRA 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 KRA.

3.13. Termination for Convenience

3.13.1 KRA 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 KRA's 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 KRA 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 KRA 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 it's delay in performance or other failure to perform it's 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

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	**Performance Security** The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of two years and shall be 10% of the bid price.
3.7	**Delivery** Conditions of delivery for the Provision of Air Travel Agency Services will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO). Requirements may be adjusted by giving a short notice.
3.8	**Payment Terms** The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.
3.9	**Prices** Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
3.14	**Resolutions of Disputes** Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.15	**Language** The language of all correspondence and documents related to the bid is: ***English.*** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.16	**Law** The contract shall be interpreted in accordance with the laws of Kenya.
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 by 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 V- SCHEDULE OF REQUIREMENTS

a). The Kenya Revenue Authority wishes to engage the services of travel agents for provision of air travel services.

b). Evaluation Criteria

i). Tender Responsiveness

Your tenders shall be examined for the following which you must provide in addition to other requirements specified in the tender documents.

S/N	ITEM DESCRIPTION	Mandatory
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Copy of valid trade license	
5.	Letter from the bank indicating that the firm is currently operating an account	
6.	Tender Securing Declaration Form	
7.	Demonstration of membership to the International Air Transport Association (IATA) (Attach valid certificate)	
8.	Demonstration of membership in the Kenya Association of Travel Agents (KATA) (attach valid certificate)	
9.	Valid AGPO Certificate for **WOMEN** from National Treasury	

NB: Tenders will proceed to technical evaluation stage only if they meet all the mandatory requirements.

ii). Technical Evaluation

This shall include the following;

S/N	ITEM DESCRIPTION	WEGHTING (POINTS)
1	Copies (attach) of Curriculum Vitae and Certificates for professional training in relevant fields of top management, i.e. one (1) manager and one (1) supervisor. Degree ……. ……10 Diploma ……....8 Certificate ……..…...6 None ……..…..0	10
2	Copies (attach) of Curriculum Vitae and Certificates for professional training in relevant fields for key service people (people who will be providing services to KRA), at least two (2). Diploma……..10 Certificate...…….8 KCSE….. ……..…...6 KCPE……..4	10

	None …….....0	
3	Company's experience in provision of Air Travel Agency Services (attach evidence) Over 5 years' experience……..20 3-5years' experience. ….....15 2 years' experience. ……10 1 year and below. 5	20
4	Reference from at least two (2) main current clients (attach reference letters/copy of contracts/LSO) For each client provided (5 Marks)	10
5	Proposed methodology to carry out the exercise as guided by the description of services (see section VI).	20
	TOTAL	**70**

NB: Only those bidders who will score 50 marks and above (pass mark) will be considered; **a due diligence premises visit will be conducted.**

c). Financial Evaluation

Financial score shall be computed using the following formula;

Prices as per the menu;
FS= 30 x FM/F
Where: FM is the lowest evaluated priced responsive bid
F is the price of the bid under consideration

d). Overall Tender Evaluation Criteria

Criteria	**Maximum Score/ Requirement**	**Cut-off Score**
Tender Responsiveness	Mandatory	All
Technical Evaluation	70	50
Financial Evaluation	30	
Totals	**100**	

SECTION VI- DESCRIPTION OF SERVICES

The Kenya Revenue Authority wishes to engage the services of a travel agents for provision of air travel services for both international and domestic air travel. This tender covers the Provision of Air Travel & Ticketing Services which entails the following:
(a) Airline Ticketing
(b) Airport Transfers
(c) Visa Processing
(d) Hotel booking

The agents will be required to submit quotations to the Authority for comparison before award of the service is granted. It is envisaged that the agent shall liaise with Airlines when obtaining tickets for the Authority's staff. The agent shall be required to address among other things duties addressed in the table below.

Instructions to Bidders

1. **Bidders are required to fill the table below or use its format to respond.**
2. **Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc will be considered non responsive.**

Bidders who fail to respond substantially to the schedule of requirements will not be considered for technical evaluation.

S.No.	Description of Service	Bidders Response	Score
1.	Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international for the Authority, and transmitted to the Authority's travel desk.		
2.	Advise the Authority on the available flights for the requested bookings taking into consideration the most cost effective routes with the associated connections, most convenient routes and low priced flights, as per the class advised by the Authority.		
3.	Offer reasonable credit periods to the Authority, at least 60 days.		
4.	Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services. Ticket re-issue, and reconfirmation of tickets		
5.	Take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within 5 hours of the request.		

6.	Negotiate for "Best fare on the Day" such as the lowest fare made available by an Airline for the day of travel.		
7.	Use the preferred airline Kenya Airways; this would lead to maximum savings by ensuring that agency obtains the best fare on the day.		
8.	Submit monthly reports/reviews to the Authority in a format that includes the tickets issued, routes, officers ticketed, and cost of ticket by the agency, the airline charges and the variances including the reasons for the variances between the agency and the airline charges. Format will be agreed on during negotiation.		
9.	Advise on Immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by the Authority.		
10.	Advice on the reliability, security and safety records of airlines.		
11.	Processing of visas on behalf of Authority's staff upon request where personal appearance before visa issuing officer is not obligatory.		
12.	Tailor-make requests to suit all travel and related needs of KRA		
13.	To keep KRA updated on current market fares, special air fare deals and any other special tours, air travel packages and road safari packages		
14.	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days .		
15.	The travel Agents should be available twenty four hours per day, seven days in a week.		

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of TENDER** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **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 tenderer 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 tenderer and submitted with the tender documents.

5. **Tender Securing Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:
Name and address of procuring entity

Date_____

Tender No.
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide 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 _____ 2014

_____ _____

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

Please note, the unit price must include all costs including all taxes. Further, the Agent **may propose any addition to the description of services above of any other service they may wish to provide to KRA staff.**

Firms must submit their financial proposal (cost for service provision) using the following format.

All prices quoted must be inclusive of the applicable taxes.

a) Ticketing Transaction Fees (Commission)

Service	**Amount in Kshs**	**Amount in Kshs**	**Amount in Kshs**
	Economy	Business Class	1st class
Domestic Tickets			
Regional Tickets (East Africa)			
Regional Ticket			
Tickets for Rest of Africa			
Ticket Booking to Rest of Africa.			
International Tickets			
International Ticket Booking per ticket.			

b) Air Travel Related Transactional Fees

Service	**Amount in USD**	**Amount in KSHS**
Internet bookings charges.		
Change of reservation charges.		
Ticket cancellation charges.		
Ticket re-issue charges.		
Standard visa processing.		
Non- Standard visa processing		
Ticket re-confirmation charges.		
Charges for assistance with airport transfers.		
Charges for assistance with award of ticket applications on air miles.		

c) Transactional Fees for Other Related Services

The indicated towns/cities are just for the purposes of evaluation and not limited as travel destinations. Travelling is open to any part of the world on need basis.

a): Airport transfer service (local) services

1. **NAIROBI**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

2. **MOMBASA**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

3. **ELDORET**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

4. **KISUMU**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

b): Airport transfer (Regional) services

1. **KIGALI**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

1. **ARUSHA**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

2. **KAMPALA**

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

c): Airport transfer (Africa) services

1. JOHANNESBURG

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

2. HARARE

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

3. LUSAKA

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

d): Airport transfer (International) services

1. BELGIUM

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

2. PARISH

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

3. ROME

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

4. BERLIN

No. of Kms	Up to 10 KM	Up to 20 KM	Up to 30 KM	Over 30 KM
Amount in USD				
Amount in KSHS				

e): Other Charges

i): Hotel Reservations within Kenya

Charges for assistance with hotel reservations (within Kenya).	Nairobi	Mombasa	Eldoret	Kisumu
Amount in USD				
Amount in KSH				

ii) Hotel Reservations within Africa

Charges for assistance with hotel reservations (within Africa).	Johannesburg	Harare	Arusha	Kampala
Amount in USD				
Amount in KSH				

iii). Hotel Reservations outside Africa

Charges for assistance with hotel reservations (outside Africa).	Belgium	Parish	Rome	Berlin
Amount in USD				
Amount in KSH				

f): Transactional Fees for other related Services for Car/Van/Bus Hire Services (all costs must be of vehicles not more than five years old)

I): Within Kenya cost per km

CAR 5 PAX	**Nairobi**	**Mombasa**	**Eldoret**	**Kisumu**
Amount in USD				
Amount in KSH				
VAN 10 PAX				
Amount in USD				
Amount in KSH				
BUS 25 PAX				
Amount in USD				
Amount in KSH				

II): Within Africa cost per km

CAR 5 PAX	Johannesburg	Harare	Arusha	Kampala
Amount in USD				
Amount in KSH				
VAN 10 PAX				
Amount in USD				
Amount in KSH				
BUS 25 PAX				
Amount in USD				
Amount in KSH				

III): Outside Africa cost per km

CAR 5 PAX	Belgium	Parish	Rome	Berlin
Amount in USD				
Amount in KSH				
VAN 10 PAX				
Amount in USD				
Amount in KSH				
BUS 25 PAX				
Amount in USD				
Amount in KSH				

NB/
Bidders are required to indicate Cost per km, Type of Van, Capacity and cc.

g): Charges for tour arrangements per person

Cost per person	Local	East Africa	Africa	Outside Africa
Amount in USD				
Amount in KSH				

All prices quoted must be inclusive of the applicable taxes.

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 Provision of Staff Tea Services at Times Tower and has accepted a tender by the tenderer Provision of Staff Tea Services at Times Tower in the sum of _____ _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
   (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 services 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 services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer) in the presence of _____

Confidential Business Questionnaire

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

	Part 1 – General
1.1	Business Name …… ……..
1.2	Location of Business Premises. …… ……..
1.3	Plot No…… Street/Road ……..…….. Postal Address …….. Tel No. …… Fax ……. E mail …….
1.4	Nature of Business:…… ……..
1.5	Registration Certificate No. …… ……
1.6	Maximum Value of Business which you can handle at any one time – Kshs. ……
1.7	Name of your Bankers …….. Branch ……
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full …… Age ……..
2a.2	Nationality …… Country of Origin ……. Citizenship Details……
	Part 2 (b) Partnership
2b.1 2b.2	Given details of Partners as follows: <u>NameNationalityCitizenshipDetailsShares</u> 1…… ……. 2……

……
3……
……..
4……
……..

Part 2 (c) – Registered Company

2c.1 Private or Public
……
…….

2c.2 State the Nominal and Issued Capital of Company-
Nominal Kshs. ……
Issued Kshs. ……

2c.3 Given details of all Directors as follows
NameNationalityCitizenshipDetailsShares
1……
……..
2.
……
……..
3.
……
……
4.
……
……
5 ……

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No_____

3.2 If answer in '3.1' is **YES** give the relationship.
……
……..
……
……..

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes_____ No_____

3.4 If answer in '3.3' above is **YES** give details.
……
……..
……
……..
……
……..

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes_____ No_____

3.6 If answer in '3.5' above is **YES** give details.
……
……..
……
……..

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES_____ No_____

3.8 If answer in '3.7' above is **YES** give details:
……
……..
……

3.9 (a) Have you offered or given anything of value to influence the procurement process?

Yes _____No_____

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity?

Yes _____No_____

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.

Yes _____No_____

3.10 If answer in '3.9' a, b or c above is **YES** give details:

……

……

……

Date …… Signature of Candidate
……..

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

Tender Securing Declaration Form

[The Bidder shall fill in this Form in accordance with the instructions indicated]
Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No……

To: Kenya *Revenue Authority*

We, the undersigned, declare that:

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

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ……*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: ……*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Performance Security Form

To: ……..
[Name of procuring entity]

WHEREAS …… [*Name of tenderer*]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 ___ _____ to supply …….
[*Description of 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 a 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:

THERFEFORE 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 of money 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 of financial institution]

_____
[Address]

_____
[Date]

Letter of Notification of Award

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

_____
_____

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

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

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

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER