



**NATIONAL AIDS CONTROL COUNCIL**

**TENDER FOR PROVISION OF AIR TICKETING SERVICES FOR A PERIOD  
OF THREE YEARS**

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TENDER NO. NACC/T/006/2020/2021

**ADDENDUM**

**ISSUED BY:**

**National AIDS Control Council (NACC)  
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**CLOSING DATE JANUARY 7, 2021 AT 10.00AM**

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## SECTION I – INVITATION TO TENDER

**TENDER REF NO/T/006/2020-2021**

**TENDER NAME. PROVISION OF AIR TICKETING SERVICES FOR A PERIOD OF THREE (3) YEARS.**

- 1.1 National AIDS Control Council invites sealed tenders from eligible candidates for the Provision of Air Ticketing Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the Procurement Division - **National AIDS Control Council P.O.BOX 61307-00200 Nairobi, Kenya** or download the documents from the NACC website: [www.nacc.or.ke](http://www.nacc.or.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) at no fee or upon payment of a non- refundable fee of Ksh. 1000/= in cash or bankers cheque payable to **Chief Executive Officer, National AIDS Control Council** for the printed documents.
- 1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the on 9th Floor of **Landmark Plaza** situated on **Argwings Kodhek Rd Opposite Nairobi Hospital** at or before **JANUARY, 2021 At 10.00 am**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at National AIDS Control Council, Landmark Plaza Six Floor Board Room. **Only one firm representative will be allowed to attend tender opening.**
- 1.6 All the Clarifications and/ or addendums will be posted on NACC Website. Any request for clarifications shall be sent to the [communication@nacc.or.ke](mailto:communication@nacc.or.ke) copy to [procurement2@nacc.or.ke](mailto:procurement2@nacc.or.ke) All clarifications should be received within seventh days before tender opening.

**CHIEF EXECUTIVE OFFICER**

**NATIONAL AIDS CONTROL COUNCIL**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This Invitation to tender is open to all tenderers 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 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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.5,000/=
- 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 Tenderers 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**

2.7.1 The tender prepared by the tenderer shall comprise as indicated under 2.3.

## **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, pursuant to paragraph 2.22.

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.

2.12.2 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 2.12.7

2.12.3 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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 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.

2.12.6 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.

2.12.7 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 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(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 90 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 unamended 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 (*January 7, 2021 at 10.00am*),”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the 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 (*January 7, 2021 at 10.00am*)
- 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 6, 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 2.12.7.

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 (*January 7, 2021 at 10.00am*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the 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, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The 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 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 2.1.2, 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**

2.24.3 Subject to paragraph 2.29 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.

2.24.4 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.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

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

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the 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 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the 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 instructions to tenderers**



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

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	<b>Eligible tenderers</b>
2.1.1	This Invitation to tender is AGPO FIRMS ONLY who meets both technical and financial qualifications prescribed in this tender document.
2.1.2	NACC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
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 NACC 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	<b>Cost of tendering</b>
2.2.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and <b>NATIONAL AIDS CONTROL COUNCIL</b> , 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 be Kshs. 1,000 payables to the <b>Chief Executive Officer, National AIDS Control Council</b> or Bankers Cheque and present the bank slip to NACC Cash office for official receipt.
2.2.3	NACC shall allow the tenderer to review the tender document free of charge before purchase at <b>Landmark Plaza</b> Eighth Floor, Procurement Office.
2.3	<b>Contents of tender documents</b>
2.3.1	The tender document comprises of the documents listed below and

	<p>addenda issued in accordance with clause 6 of these instructions to tenders;</p> <ul style="list-style-type: none"> <li>i) Instructions to tenderers</li> <li>ii) General Conditions of Contract</li> <li>iii) Special Conditions of Contract</li> <li>iv) Schedule of Requirements</li> <li>v) Details of service</li> <li>vi) Form of tender</li> <li>vii) Price schedules</li> <li>viii) Contract form</li> <li>ix) Confidential business questionnaire form</li> <li>x) Tender securing declaration form</li> <li>xi) Performance security form</li> <li>xii) Principal's or manufacturers authorization form</li> <li>xiii) Self-Declaration form on Debarment</li> <li>xiv) Anti-Corruption Form</li> </ul>
2.3.2	<p>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 requirements of the tender documents in every respect will be at the tenderers risk and may result in the rejection or disqualification of its tender</p>
2.4	<p><b>Clarification of Documents</b></p> <p>A prospective candidate making inquiries of the tender document may notify <b>NATIONAL AIDS CONTROL COUNCIL</b> in writing by email <a href="mailto:communication@nacc.or.ke">communication@nacc.or.ke</a> or by post, addressed to <b>Chief Executive Officer, NATIONAL AIDS CONTROL COUNCIL P.O Box 61307 -00200 Nairobi</b> not later than seven (7) days prior to the deadline for the submission of tenders <b>JANUARY 7, 2021 at 10.00am</b></p> <p>National AIDS Control Council 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 tenders by way of placing the clarification at its website: <a href="http://www@nacc.or.ke">www@nacc.or.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></p>
2.4.1	
2.4.2	<p>NACC will 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</p>

2.5	<b>Amendment of documents</b>
2.5.1	At any time prior to the deadline for submission of tenders, NACC, 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 email, website <a href="mailto:www@nacc.or.ke">www@nacc.or.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> .
2.5.3	In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, NACC, at its discretion, may extend the deadline for the submission of tenders.
2.6	<b>Language of tender</b>
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 NACC, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language may be accepted 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	<b>Documents Comprising the Tender</b>
	All bidders applying for this tender shall fill, sign and stamp the following attached documents. a) Form of Tender b) Price Schedule c) Confidential Business Questionnaire d) Anti-Corruption Declaration form e) Non-debarment statement f) Tender Securing declaration form g) Any other document required at preliminary and technical evaluation.
2.8	<b>Form of Tender</b>
2.8.1	The tenderers shall complete the Form of Tender by transferring the Service Charge from price schedule indicating the Provision of Air Ticketing Services. The tender form and price schedule shall be filled in the format provided in the tender document. Any discrepancy

	between the form of tender and price schedule shall lead to automatic disqualification.
2.9	<b>Tender Prices</b>
2.9.1	The tenderer shall indicate on the Price schedule the Service Charge over and above the actual Air Ticket Price of the day and time where applicable for the <b>Provision of Air Ticketing Services for three years under framework contract.</b>
2.9.2	The Service Charge will be added to the actual Air Ticket price to form the Price of the respective Air Ticket inclusive of all government and VAT taxes payable for each transaction and billed monthly
2.9.3	Prices quoted by the tenderer shall be based on the daily Airline prices approved by IATA during the term of the contract unless otherwise agreed by the parties.
2.9.4	The Contract Service Charge shall not be varied during the contract duration of three (3) years. However, the Airline Prices may vary depending on the demand and supply in the market.
2.9.5	Variation of the Service Charge during the contract period shall NOT be allowed.
2.10	<b>Tender Currencies</b>
2.10.1	Prices shall be quoted in Kenya Shillings.
2.11	<b>Tenderers Eligibility and Qualifications.</b>
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 be analyzed and verified by the NACC to its satisfaction that the tenderer has the financial and technical capability necessary to perform the contract
2.12.	<b>Tender Security</b>
2.12.1	The tenderer shall not furnish NACC with Tender security. The tenderer shall fill tender securing declaration form in the format provided.
2.13	<b>Validity of Tenders</b>

2.13.1	Tenders shall remain <b>valid for 90 days</b> . A tender valid for a shorter period shall be rejected by NACC as non- responsive.
2.13.2	In exceptional circumstances, NACC may extend the period of validity. NACC shall give in writing notice of an extension to each person who submitted a tender. The extension of the tender validity shall not be more than thirty days.
2.14 2.14.1	<b>Format and Signing of Tender</b> The tenderer shall prepare two copies of the tender, clearly / marking one “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 the copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. <b>All pages of the tender document, shall be initialed, signed and stamped by the person or persons signing the tender.</b>
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 2.15.1	<b>Sealing and Marking of Tenders</b>  a) The tenderer shall seal the original and the 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: be addressed to:  <b>Chief Executive Officer National AIDS Control Council P.O Box 61307-00200 Nairobi.</b>  b) The Envelope must bear, Tender No/T/006/2020-2021 and Name: <b>PROVISION OF AIR TICKETING SERVICES</b> and the words: “DO NOT OPEN BEFORE

	<p><b>JANUARY 7, 2021 at 10.00 am</b> and be addressed to:</p> <p style="text-align: center;"><b>Chief Executive Officer National AIDS Control Council P.O Box 61307-00200 Nairobi.</b></p>
2.15.3	The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
2.15.4	If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the NACC will assume no responsibility for the tender’s misplacement or premature opening.
2.16	<b>Deadline for Submission of Tenders</b>
2.16.1	Tenders must be received by National AIDS Control Council <b>on</b> or not later than <b>JANUARY 7, 2021 at 10.00 am</b> . The tenders must be deposited at the tender box located at Landmark Plaza Ninth Floor on or before <b>10.00 am</b>
	N/B: The NACC shall not be liable for tenders which have been misplaced due to wrong address or depositing the tender document into wrong tender box. Tenderers are advised to be keen on the instruction to tenderers on the submission of tenders.
2.16.2	NACC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of NACC and candidates previously subject to the deadline will thereafter be subjected to the new deadline as extended.
2.16.3	Bulky tenders which will not fit in the tender box shall be received at Chief Executive Officer, <b>Landmark Plaza Ninth Floor</b>
2.17	<b>Modification and withdrawal of tenders</b>
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 NACC prior to the deadline <b>JANUARY 7, 2021 at 10.00 am</b> .
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 e-mail to <a href="mailto:communication@nacc.or.ke">communication@nacc.or.ke</a> but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
2.17.3	No tender shall be modified or withdrawn after tender opening <b>JANUARY 7, 2021 at 10.00 am.</b>
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 Form of Tender. Withdrawal of a tender during this interval shall result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
2.17.5	NACC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination. The termination shall be as per Section 63 of the Public Procurement and Asset Disposal Act, 2015.
2.17.6	The National AIDS Control Council 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	<b>Opening of Tenders</b>
2.18.1	NACC will open all tenders in the presence of tenderers' representatives who choose to attend, at <b>10.00am January 7, 2021 on Sixth Floor Landmark Plaza.</b> The tenderers' representatives who are present shall sign a register as evidence of 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 the NACC, at its discretion, may consider appropriate, will be announced at the opening.
2.18.3	NACC will prepare minutes of the tender opening, which may be submitted to the tenderers that signed the tender opening register and may have made the request in writing.
2.19	<b>Clarification of tenders</b>
2.19.1	To assist in the examination, evaluation and comparison of tenders

	NACC 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 National AIDS Control Council's tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderer's tender.
2.20	<b>Preliminary Examination and Responsiveness</b>
2.20.1	The National AIDS Control Council will examine tenders to determine whether they are complete, whether all required documents are attached as instructed, 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 shall not be rectified or corrected. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person whatsoever.
2.20.3	The National AIDS Control Council 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 23, National AIDS Control Council will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The National AIDS Control Council 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 National AIDS Control Council and may not subsequently be made responsive by the tenderer by correction of the non-conformity
2.21	<b>Conversion to a single currency</b>  Where other currencies are used, the National AIDS Control Council will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing using rates provided by



	the central bank of Kenya.
2.22	<b>Evaluation and comparison of tenders.</b>
2.22.1	The National AIDS Control Council 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	NACC 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: <ul style="list-style-type: none"> <li>a) operational plan proposed in the tender;</li> <li>b) deviations in payment schedule from that specified in the Special Conditions of Contract;</li> </ul>
2.22.4	Pursuant to paragraph 22.3 the following evaluation methods will be applied: <p><b>(a) Operational Plan.</b></p> <p>NACC requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the NACC's required delivery time will be treated as non- responsive and rejected.</p> <p><b>(b) Deviation in payment schedule.</b></p> <p>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. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.</p> <p>To qualify for contract awards, the tenderer shall have the following:</p> <ul style="list-style-type: none"> <li>a) Necessary qualifications, capability experience, services,</li> </ul>
2.22.5	

2.22.6	<p>equipment and facilities to provide what is being procured.</p> <p>b) Legal capacity to enter into a contract for procurement</p> <p>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</p> <p>d) Shall not be debarred from participating in public procurement</p>
2.23	<p><b>Contacting the National AIDS Control Council</b></p>
2.23.1	<p>Subject to paragraph 2.19, no tenderer shall contact NACC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.</p>
2.23.2	<p>Any effort by a tenderer to influence the NACC in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender in totality.</p>
2.24	<p><b>Award of Contract</b></p> <p><b>a) Post qualification</b></p> <p>2.24.1 NACC may 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 by conducting due diligence.</p> <p>2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as NACC deems necessary and appropriate.</p> <p>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 NACC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.</p> <p><b>b) Award Criteria</b></p>

<p>2.24.3</p> <p>2.24.4</p> <p>2.24.5</p>	<p>Subject to paragraph 2.29 NACC will award the contracts 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.</p> <p>NACC reserves the right to accept or reject any tender and or 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 annulment.</p> <p>If NACC determines that none of the tenderers is responsive; the NACC shall notify each tenderer who submitted a tender.</p> <p>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</p>
<p>2.25</p> <p>2.25.1</p> <p>2.25.2</p>	<p><b>Notification of award</b></p> <p>Prior to the expiration of the period of tender validity, NACC will notify the successful tenderer in writing that its tender has been accepted.</p> <p>The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and NACC pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.</p>
<p>2.26</p> <p>2.26.1</p> <p>2.26.2</p>	<p><b>Signing of Contract</b></p> <p>At the same time as NACC notifies the successful tenderer that its tender has been accepted, NACC will simultaneously inform the other tenderers that their tenders have not been successful.</p> <p>Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to</p>

2.26.3	<p>NACC.</p> <p>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.</p>
2.27	<p><b>Performance Security.</b></p> <p>Performance Security NOT APPLICABLE</p>
2.28 2.28.1 2.28.2 2.28.3	<p><b>Corrupt or Fraudulent Practices</b></p> <p>NACC requires that tenderers observe the highest standard of ethics during the procurement process and execution of this contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p> <p>NACC 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;</p> <p>Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) “The contract” 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 superceded by provisions of other part of contract.

### 3.3 Standards

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

### 3.5 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.

### **3.11 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 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 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 CONDITION S OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.3 3.3.1	<p><b>Standards</b> The services provided under this Contract shall conform to the standards provided by the International Air Travels Association (IATA) and other provisions set out.</p>
3.4 3.4.1	<p><b>Patent Right's</b> The Contractor shall indemnify NACC 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 in Kenya .</p>
3.6	<p><b>Performance Security</b>  NOT APPLICABLE</p>
3.7  3.7.1  3.7.2  3.7.3	<p><b>Inspections and Tests</b></p> <p>3.7.1 NACC or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract Provisions. The Contractor shall provide its representatives at the time of inspection.</p> <p>3.7.2 The NACC will confirm if the services were provided as per its request. The service provider will provide all necessary documents and approvals for the Air Ticketing. Any ticket issued without prior approval by the NACC shall be rejected and not paid.</p> <p>3.7.3 Should any inspected or tested services fail to conform to the requirements, NACC may reject the services, and the tenderer shall either replace the rejected services or make</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.7.4	alterations necessary to meet requirements free of cost to NACC  Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract
3.8	The method and conditions of payment to be made to the Contractor under this Contract shall be after sixty (60) days upon submission of the Invoice.
3.9	The Service Charge over and above the Airline Ticket price charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in this document vary from the rate quoted by the tenderer in its tender or in NACC 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	<b>Assignment</b> The Contractor shall not assign, in whole or in part, its obligations to perform under this contract, except with NACC's prior written consent.
3.11  3.11.1	<b>Termination for Default</b>  NACC 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 Contractor fails to provide any or all of the services within 30 days or within any extension thereof granted by NACC  b) if the Contractor fails to perform any other obligation(s) under the Contract.  c) if the contractor, in the judgment of NACC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.11.2	In the event NACC 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 NACC for any excess costs for such similar services.
3.12	<p><b>Termination of insolvency</b></p> <p>NACC may at the anytime terminate the contract by giving written notice of thirty (30 days) 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 NACC</p>
<p>3.13</p> <p>3.13.1</p> <p>3.13.2</p>	<p><b>Termination for convenience</b></p> <p>NACC by written notice of thirty days (30 days) 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.</p> <p>For the remaining part of the contract after termination the procuring entity may decide to cancel the services and pay to the contractor on agreed amount for partially completed services.</p>
3.14	<p><b>Resolution of disputes</b></p> <p>NACC 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.</p> <p>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 Arbitration of Kenya or judicial adjudication</p>

GENERAL CONDITIONS OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.15	<p><b>Governing Language</b></p> <p>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</p>
3.15	<p><b>Governing Language</b></p> <p>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</p>
3.17	<p><b>Applicable Law.</b></p> <p>The contract shall be interpreted in accordance with the laws of Kenya</p>

### PRELIMINARY EVALUATION- MANDATORY REQUIREMENTS

No.	Mandatory Requirements	Reference Page	Remark
1.	Copy of certificate of Registration/Incorporation		
2.	Copy of Valid Tax Compliance certificate		
3.	Current registration certificate for International Air Transport Association ( IATA)		
4.	Current registration certificate for Kenya Association of Travel Agents (KATA)		
5.	Duly filled, signed and stamp non – debarment form		
6.	Duly filled, signed and stamped tender securing declaration form		
7.	Must fill, sign and stamp the Anti-Corruption Declaration Form in the format provided.		
8.	Duly filled, signed and stamped Confidential Business Questionnaire		
9.	Copy of Statutory company registration showing names of director(s) and copy of National Identity Card/s (ID) of the directors		
10.	Duly filled, signed and stamped the Price Schedule		
11.	Duly filled signed and stamp Form of Tender		
12.	Current Single Business Permit from County Government		
13.	Must provide a link for on-line booking portal platform.		
14.	Detailed Company profile with organizational structure		
15.	Working company email		
16.	Serialized tender document		
17.	Certificate of good conduct from at least two director or director for sole proprietorship		
18.	Letter of attorney for person authorized to sign tender documents		

## Technical Evaluation

The Bidders are required to indicate against each service specification either “YES” or “NO” to determine responsiveness:

S/No.	MINIMUM REQUIREMENTS	BIDDERS RESPONSE
1.	Possession of current IATA Licence for carrying out Airline Travel Ticketing Services with proof of work done and experience	
2.	Confirm availability at short notice for NACC for bookings/cancellation of air tickets.	
3.	Provide the best discounted price available	
5.	Provide periodic travel itineraries and Air Ticketing plans for NACC staff	
6.	Use the most cost effective routes in Air Ticketing plan, and Air Ticketing options with maximum cost saving	
8.	Provide the most competitive fare quote for arrival	
9.	Provide air tickets using the approved Air Ticketing plan and the fare as quoted	
12.	To provide information on flight availability and timetables on request	
13.	Notify NACC on current market fares, special air fare discounts and Air Ticketing packages	
14.	To re-confirm flight bookings for staff	
15.	To make changes on booking as per request as and when requested	
17.	Process refunds and credit notes to NACC for unused/partly used air tickets returned within 60 days with period plans showing maturity of the refunds	



S/No.	MINIMUM REQUIREMENTS	BIDDERS RESPONSE
18.	To re issue air tickets to NACC staff at no extra cost except cancellation costs charged by airlines	
19.	The Air Ticketing Agents pass to NACC all concessions/facilities extended by the airlines to the passengers on all air journeys booked by NACC	
20.	<b>The Service Provider must separately indicate in the invoice the charges for the Airline and their applicable service charge as tendered. All Invoices shall be attached with the print out of the actual Air Line price on the date of the Air Ticket.</b>	
21.	NACC will make payments upon receipt and verification of invoices or as shall be agreed	
22.	Process Visas as and when required	
24.	The invoiced amounts MUST be presented in separate columns indicating various charges among other details as below: a) Names of the passenger b) Destination c) Cost of the ticket as per the airline market rate at the time of issuing the tickets. d) Service charge of the ticket e) Taxes (VAT) f) Total cost	
25.	Provide information on airport closures, delayed flights or prevailing security concerns which may affect travel to any destination.	

**Bidders who disagree to any of the above shall be disqualified from further evaluation and will not move to the Technical Evaluation II**

Bidders Signature ..... Official Stamp .....

Date .....

## TECHNICAL EVALUATION CRITERIA

Stage 1 Technical Evaluation				
No.	Evaluation Attribute	Evidence	Tenderers Response	PASS/FAIL
1.	Proof work done in Air Travel and Ticketing Industry	LSOs/Contracts		
2.	Provide at least five reference letters from Government Ministries/State corporations or other reputable organizations to which the company has offered similar services stating the duration/experience.	(Attach recommendations letters)		
3.	<p><u>Financial capability:</u> Must provide six months bank statement signed and stamped by the bank. (July - December,2020)</p> <p>Must Provide Audited Financial statements for last two year 2018 and 2019 audited by a certified Auditors Current Ratio =Current Asset /Current Liability. 2:1</p>			
4.	Company's organizational structure and detailed company profile			
	Academic qualifications of at least one Director	Attach copies of certificates		
	Director's experience air travel industry air travel for the last five year	Attach detail CV		
	Academic qualifications of three other technical personnel. Must be licenced with IATA	Attach copies of certificates		

5	Experience in air travel industry for two Technical staff licensed by IATA	Attach CVs		
6	Physical address and contacts	Lease Agreement etc		
7	Firms must be AGPO registered.	Attach Valid AGPO Certificate		
8	Indicate awards or recognition won in the last five years	Attach evidence		

**Bidders meeting the minimum requirements will proceed to the next stage of evaluation**

### **Financial Evaluation**

The bidder will be evaluated and ranked according to the following

- a) Form of Tender is fully filled with the percentage on Service Charge, signed and stamp
- b) The Price Schedule is filled with the Service Charge, signed and stamp. **Any discrepancy between the Service Charge in the Price Schedule and Form of Tender shall lead to automatic disqualification.**
- c) At least seven technically responsive bidders will be ranked from the bidder with the lowest evaluated Service Charge.

## SECTION V – SCHEDULE OF REQUIREMENTS

### Services Required

NACC intends to outsource air travel ticketing services.

The NACC requires that air travel arrangements in respect of its Board Members, Secretariat staff and non-officials requiring air transport in the interest of NACC be made by the travel company with due consideration of the following: -

- i. Arrangements will only be for persons travelling for official reasons and in the interest of NACC with prior approval;
- ii. The most cost effective and practical means of air transport is to be used at all times. Priority shall however be given to the National carrier, Kenya Airways.

The appointed travel agents will be required to:

- i. Provide the tickets upon formal request from NACC Procurement Staff,
- ii. Issue tickets upon confirmation through Local Service Order (LSO) or Local Purchase Order (LPO)
- iii. Advise/assist NACC officials concerning air travel arrangements. This will include arranging, amending and payment of all travel bookings.

***No Air Ticket shall be issued to any staff of the NACC without prior approved LSO.***

### Bidder's Experience Requirements

Potential Service Providers are required to submit details of at least five (5 No.) clients where they have undertaken similar services.

Ensure client reference are duly signed and stamped by the relevant officer or letters on official letter heads of your clients. The bidder shall fill litigation history details

LETTERS RECOMMENDATIONS FROM CLIENTS OR

CLIENTS REFERNCES

Give details of at least 5 (five) Reputable Organizations where you have provided air travel services. (Attach proof in form of Recommendation Letters, LPO/LSO, and Contracts)

- 1. Organization Name .....  
 Address .....  
 Tel. No .....  
 Contact Person .....  
 Position in the Organization.....  
 E –Mail Address.....  
 Signature of contact person.....Date.....  
 Company Stamp
  
- 2. Organization Name.....  
 Address .....  
 Tel. No .....  
 Contact Person.....  
 Position in the Organization.....  
 E –Mail Address.....  
 Signature of contact person.....Date.....  
 Company Stamp
  
- 3. Organization Name.....  
 Address .....  
 Tel. No .....  
 Contact Person .....  
 Position in the Organization.....  
 E –Mail Address.....  
 Signature of contact person.....Date.....  
 Company Stamp

4. Organization Name.....  
Address .....  
Tel. No .....  
Contact Person .....  
Position in the Organization.....  
E –Mail Address.....  
Signature of contact person.....Date.....  
Company Stamp

5. Organization Name.....  
Address .....  
Tel. No .....  
Contact Person .....  
Position in the Organization.....  
E –Mail Address.....  
Signature of contact person.....Date.....  
Company Stamp

**LITIGATION HISTORY**

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE,

## **SECTION VI – DESCRIPTION OF SERVICES PROVISION OF AIR TICKETING SERVICES**

NACC intends to procure both international and domestic air travel tickets. This tender covers the Provision of Air Ticketing Services. Tenderers are required to provide the clause-by-clause response to all requirements as indicated in the Technical Evaluation I.

## **SECTION VII- STANDARD FORMS**

### **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. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. 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.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.



## SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form on Debarment
9. Anti-corruption declaration
10. Bid Securing Declaration

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda

Nos.....

..... *[insert numbers,*

the of which is hereby duly acknowledged, we, the undersigned, offer to provide.....

.....

.....*[description of services]*

in conformity with the said tender documents for the service charge

.....

.....

..... *[total service charge 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.

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to.....N/A ...percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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.

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 \_\_\_\_\_

## 8.2 PRICE SCHEDULE OF SERVICES

### NAME OF TENDER: PROVISION OF AIR TICKETING SERVICES

#### TENDER NO/T/006/2020-2021

S/No.	DESCRIPTION	CLASS	SERVICE CHARGE FOR THE CONTRACT PERIOD	ANY OTHER COST INVOLVED
1	Return and one way Air Ticketing Services for domestic air travel (within Kenya)	Business Class		
		Economy Class		
	Change of Ticket fee (If applicable)			
2	Return and one way Air Ticketing Services for domestic air travel (within Africa)	Business Class		
		Economy Class		
	Change of Ticket fee (If applicable)			
3	Return and one way Air Ticketing Services for domestic air travel (International Air Travel)	Business Class		
		Economy Class		
	Change of Ticket fee (If applicable)			

1. The Air Ticketing Services will be rendered on need basis through issuance of a Local Service Order.
2. The Service Charge shall be added to the actual air ticket market rate as provided by the airline at the time of issuing the ticket.
3. Payments shall be made within sixty days upon receipt of Invoice(s)
4. The Invoiced amounts MUST be presented in separate columns indicating Cost of Ticket, government taxes and the Service Charge as indicated below:
  - a. Cost of the ticket as per the airline market rate at the time of issuing the tickets
  - b. Service charge
  - c. Taxes inclusive of All Taxes per ticket
  - d. Total cost payable

The indicated service charge will not change during the three years' contract period.

Name of Tenderer .....

Signature of Tenderer: .....

Rubber Stamp of tenderer: .....

### 8.3 CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for certain 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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.

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

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 \_\_\_\_\_.

## 8.4 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.

Part 1 General	
Business Name .....	
Location of Business Premises .....	
Plot No, ..... Street/Road.....	
Postal address ..... Tel No. .... Fax Email .....	
Nature of Business .....	
Registration Certificate No. ....	
Maximum value of business which you can handle at any one time – Kshs. ....	
Name of your bankers.....	
Branch .....	

	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																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....				2. ....				3. ....				4. ....			
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																				
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 25%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....				2. ....				3. ....				4. ....			
Name	Nationality	Citizenship details	Shares																		
1. ....																					
2. ....																					
3. ....																					
4. ....																					
	Date.....Signature of Candidate.....																				

## 8.5 TENDER SECURITY FORM

Whereas.....[name of the tenderer]  
 (hereinafter called “the tenderer”) has submitted its tender dated .....[date of  
 submission of tender ] for the provision of  
 .....[name and/or description of the services]  
 (hereinafter called “the Tenderer”).

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

Of .....having registered office at [name of procuring entity] (hereinafter called “the  
 Bank”) are bound unto ..... [name of procuring entity](hereinafter called “the  
 procuring entity”) in the sum of ..... for which payment well and truly to be made to the  
 said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first  
 written demand, without the Procuring entity having to substantiate its demand, provided that  
 in its demand the Procuring entity will note that the amount claimed by it is due to it, owing  
 to the occurrence of one or both of the two conditions, specifying the occurred condition or  
 conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of  
 tender validity, and any demand in respect thereof should reach the Bank not later than the  
 above date.

---

[Signature of the bank]

## 8.6 TENDER/BID SECURING DECLARATION FORM

The Tenderer shall complete this Form in accordance with the instructions indicated]

Date: .....

Tender No.....

To: The Chief Executive Secretary

National AIDS Control Council

P.O. Box 61307 -00200 Nairobi

I/We the Undersigned declare that

- 1) I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2) I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with National AIDS Control Council for the period of time of ..... starting on ..... if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by National AIDS Control Council 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 tenders.
- 3) I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - (b) thirty days after the expiration of our Tender.
- 4) I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name: .....

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

Dated on ..... day of ....., ..... [Insert date of signing]

Seal or stamp



**8.7 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)*

**8.8 BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of .....

*[amount of guarantee in figures and words].*

We, the .....

*[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

*[amount of guarantee in figures and words].*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8.9 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.

\_\_\_\_\_

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

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.

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 OFFICE**

8.10 FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**

8.11

*SELF DECLARATION FORMS (r 62) MANDATORY*

*REPUBLIC OF KENYA*

*PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)*

*FORM SD1*

*SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.*

I, .....of P. O. Box ..... being a resident of ..... in the Republic of-----do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of **Tender No.....** for .....(insert tender title/description) for..... ( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date)

Bidder Official Stamp

8.12 FORM SD2-MANDATORY

*SELF DECLARATION FORMS (r 62)*

*REPUBLIC OF KENYA*

*PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)*

***SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.***

I, .....of P. O. Box .....being a resident of

..... in the Republic of --- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No. ....** for..... (insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
 (Title) (Signature) (Date)  
 Bidder's Official Stamp

**8.13 BANK DETAILS FORM- MANDATORY**

*Provide the following bank details for electronic transfer purposes*

*Name of the Bidder:.....*

*Bank Name :.....*

*Bank branch name .....*

*Bank code :.....*

*Bank account :.....*

*PIN Number :.....*

*VAT Number :.....*

*Bank signatory(s) :.....*

.....