

THIKA WATER AND SEWERAGE COMPANY

TENDER NO. THIWASCO 041/2018-2019

Provision of Air Ticketing Services



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(2018– 2019)

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SECTION I - INVITATION FOR TENDERS

TENDER NO. THIWASCO 041/2018-2019

TENDER NAME: Provision of Air Ticketing Services

- 1.1 Thika Water and Sewerage Company invites sealed tenders from eligible candidates for **Provision of Air Ticketing Services**
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents **at the offices of Thika Water and sewerage Company located along Haile Sellasie Road near Chania Falls at room 1** during normal office working hours.
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery cost, must be in Kenya Shillings and shall remain valid for **90** (Ninety) 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 name and be deposited in the Tender Box located in our offices near the Managing Director's office or if by post to be addressed to:

The Managing Director,
Thika Water and Sewerage Company,
P O Box 6103,
Thika.
So as to be received on or before **14th JUNE 2018 at 10.00 AM**
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the Company's board Room

SIGNED FOR: _____

The Managing Director
Thika Water and Sewerage Company

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 2.1.3 Tenderers shall provide the qualification information statement that the tendered (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 goods under this Invitation for tenders.
- 2.1.4 Tenderers' shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document is non-refundable fee of **Kshs. 1,000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form

- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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, 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 that have received the tender document.

2.5.2 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.

2.6 Amendment of Documents

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 **Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28
 - (iii)

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the 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 non-responsive.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity 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.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 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.
- 2.17.2 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 for Tenders and the words, "DO NOT OPEN BEFORE," **14TH JUNE 2018 at 10.00 AM**
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **14TH JUNE 2018 at 10.00 AM**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 AM 14TH JUNE 2018** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.2 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 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.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 2.22.3 The Procuring entity 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security(*where required*) 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring

entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

2.31.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>All prequalified</i>
2.14.1	<i>Bankers cheque, bank guarantee or any other acceptable form of ksh 20,000</i>
2.18.1	<i>14th June 2018 at 10.00am- tender closing date</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity’s country

3.7 **Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: Performance security equivalent to Kshs. 100,000/= in either of the following forms will be required:- i. a bank guarantee; or ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
3.7	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995
	before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Signature of tenderer _____

5.2 *Note (i)* In case of discrepancy between unit price and total, the unit price shall prevail.

- (ii) the column for the country of origin for each item should be clearly filled otherwise the item will be considered non responsive

SECTION VI- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

5.1 Services Required

Thika Water and Sewerage wishes to engage the services of travel agents for provision of Air Travel arrangements on need basis for a period of one (1) years on a framework contract renewable for one more year after review of performance at the sole discretion of THIWASCO

THIWASCO requires that air travel arrangements in respect of its officials and Non-THIWASCO officials requiring air transport in the interest of THIWASCO 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 THIWASCO with prior approval,
- (ii) The most cost effective and practical means of air transport is to be used at all times Priority will however be given to the National carrier, Kenya Airways.

The appointed travel company will be required to always assist THIWASCO officials concerning air travel arrangements for both international and domestic air travels. This will include arranging, amending and payment of all travel bookings.

Particulars

Table 1 gives the detailed clause-by-clause description of the required services.

TABLE 1: The Detailed Service Specifications/Particulars are as follows:

NO.	MINIMUM REQUIREMENT/ SPECIFICATION
1	Provision of Airline Ticketing
2	Service Provider to Focus on THIWASCO's requirements and be available at all times for bookings/cancellation of air tickets
3	Provide cost effective and efficient Air Ticketing services to THIWASCO's by providing air tickets to THIWASCO at the best discounted price available
4	Tailor-make requests to suit all Air Ticketing and related needs of THIWASCO
5	Prepare travel itineraries and Air Ticketing plans for THIWASCO staff
6	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options
7	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans
8	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival
9	Issue air tickets using the approved Air Ticketing plan and the fare as quoted
10	To provide guaranteed ticket delivery to THIWASCO Office at no extra cost
11	To provide information on flight availability and timetables on requests

<i>12</i>	To keep THIWASCO updated on current market fares, special air fare deals and any other special tours and Air Ticketing packages
<i>13</i>	To re-confirm flight bookings for staff
<i>14</i>	To make changes on booking as per request as and when requested
<i>15</i>	To be an all-round source for Air Ticketing information for THIWASCO
<i>16</i>	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days

17	To re issue air tickets to THIWASCO staff at no extra cost except cancellation costs charged by airlines.
18	The Air Ticketing Agents pass to THIWASCO all concessions/facilities extended by the airlines to the passengers on all air journeys booked by THIWASCO
19	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
20	THIWASCO will make payments within 30 days of receipt of invoice with all supporting documents

TERMS OF REFERENCE FOR PROVISION FOR AIR TICKETING SERVICES

a) Objective

1. The proposed contract with the Travel Agent will cover airline ticketing and incidental services such as issuance/delivery, revalidation, re-routing, re-issuance, reconfirmation, processing refunds and cancellations, and preparation of suitable itineraries (including alternative routings, departures and arrivals) at most direct and lowest cost for THIWASCO staff (for purposes of official and non-official/personal travels) and consultants, delegates and participants attending meetings or on official business of THIWASCO
2. The Successful bidder (“the Travel Agent”) will be required to sign a contract with THIWASCO to perform travel services specified under Terms of Reference and agreeing to clearly identified service levels. The contract shall be for one year renewable upon performance evaluation and satisfactory performance.

b) Thiwasco’s Travel policy

The Travel Agent is required to take into consideration the most direct routing and least costly fares and to research alternate itineraries in order to provide the lowest appropriate fares. **Business class tickets are limited to only the Managing Director and Board of Directors while other staff are to travel on economy tickets.** The Travel Agent must be knowledgeable of and be prepared to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate and be able to negotiate for discounted rates with airlines. Fares which entail restrictive conditions shall only be booked with the express approval of THIWASCO.

c) Scope of Services

The following is the scope of services requirement for THIWASCO

The travel agent shall be required to:

1. Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international flights for THIWASCO. This information will be transmitted to the THIWASCO’s designated contact person (s).
2. Advise THIWASCO on flight schedules and changes.

3. Advise THIWASCO on the available flights for the requested bookings taking into consideration the most cost effective routes with the associated connections, most convenient routes and low priced flights, as per the class advised by THIWASCO.
4. Issue and deliver tickets or e-tickets, based upon proper authority from THIWASCO in the case of official travel and take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within 5 hours of the request.
5. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
7. Issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey, where necessary tickets and billing shall be modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s).
8. Accurately advise THIWASCO of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
9. Act only on travel requests for official travel submitted by the responsible staff of THIWASCO and Local Service Order on confirmation
10. Offer hassle-free domestic and international travel transfer services.
11. Negotiate for "Best fare on the Day" such as the lowest fare made available by an airline for the day of travel.
12. Appoint dedicated personnel(s) to be responsible for THIWASCO air ticketing and related services
13. Provide travel services from 0700 to 18.30 hours during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekends and official holidays where required.
14. Provide an information service to notify THIWASCO and the traveler of such events as airport closings, cancelled or delayed flights and strike situations as well as of political or safety conditions, which may affect travel to any particular destination.
15. Provide official travelers with last seat availability, advance seat assignments and advance booking passes on all airlines for which the Travel Agent can offer these services.
16. Provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing, or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
17. Provide each traveler a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
18. Offer reasonable credit periods to, THIWASCO at least 60 days.
19. Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services.
20. To carry out investigations on any complaints from travelers and follow ups
21. Use the preferred airline, Kenya Airways; this would lead to maximum savings by ensuring that agency obtains the best fare on the day.
22. Advise and submit the corporate discounts, air miles, etc.

23. Advise on immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by THIWASCO

24. Advice on the reliability, security and safety records of airlines.
25. Processing of visas on behalf of THIWASCO's employees upon request where personal appearance before visa issuing officer is not obligatory.
26. The travel Agent may, as an ancillary service, provide personal travel services to THIWASCO's Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of THIWASCO . THIWASCO assumes no financial liability for such services.
27. The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by THIWASCO , setting forth the traveler's preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.

d) Management reports

1. The Travel agent shall submit monthly reports to THIWASCO in a format that includes the tickets issued, routes, officers ticketed, and cost of ticket by the agency, the airline charges and the variances including the reasons for the variances between the agency and the airline charges. The reporting format will be agreed on before contract signing.
2. The Travel Agent shall provide THIWASCO with management information reports consisting of sales activity showing detailed analysis of the number of trips, destinations, carriers used, savings achieved from the carrier's lowest fare.
3. The Travel Agent shall hold meetings with THIWASCO ravel services personnel at intervals to be agreed upon, to address any issues or problems which may arise.
4. THIWASCO shall be reimbursed by the Travel Agent for partly or fully unused tickets, subject to applicable regulations.

e) Service Standards

1. The Travel Agent shall provide the necessary Personnel to provide prompt, courteous and efficient service to THIWASCO . The number of assigned or dedicated personnel shall be sufficient to meet all services requirements under this Terms of Reference.
2. The minimum Experience for the dedicated Travel Agent personnel assigned to this account shall be 4 years. Pre-employment screening may be requested by THIWASCO to test language proficiency and professional skills and pleasant personality of the assigned personnel.
3. The Travel Agent is responsible for providing replacement personnel in case of absenteeism, vacation, sick days off etc. of the regular personnel assigned.
4. The Travel Agent must be fully equipped with a fully automated accounting system interfaced with computer reservation system to cater for THIWASCO requirements.
5. The Travel Agent should give preference to the national flag carrier – Kenya Airways when making reservations. In addition the Travel Agent should maintain excellent relations with other carriers for the benefit of THIWASCO.

BID REQUIREMENTS FOR EVALUATION

- a) Accreditation with the International Air Transportation Association (IATA)
- b) Maintains a good track record in serving Government Ministries and National corporations; list of corporate clients must be provided.
- c) Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae.
- d) Financially stable- Annual reports or audited financial statements for the last 3 years and prove of payment of taxes to be provided.
- e) Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool.
- f) Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
- g) Have in its current office all the necessary equipment and facilities and sufficient number of experienced and professionally trained travel experts and staff to handle THIWASCO requirements
- h) Experience in air travel industry (Minimum 5 years)
- i) Proposed Cost saving measures and improved handling mechanisms for refunds on unutilized or cancelled tickets.
- j) Proposed Handling of refunds for unused tickets, change of bookings and any other customer complaints
- k) Provision of Visa Processing services on request
- l) Provision of Hotel Booking Services (outside Kenya) on request
- m) Provision of airport transfer services on request
- n) Operating license issued by the country of operation
- o) List of affiliated local, national or international travel agencies;
- p) List of major customers and description of type of services provided

EVALUATION CRITERIA FOR PROVISION OF AIR TICKETING SERVICES

A.	MANDATORY REQUIREMENTS	POINTS
A1	Attach valid copy of IATA certificate	YES/NO
A2	Provide copy of registration certificate (Be a registered company incorporated to Kenya under the companies Acts cap 486.	YES/NO
A3	Provide valid copy of Certified Tax compliance Certificate.	YES/NO
A4	Provide valid copy of current Trade License/Permit – The Nature of Business should conform to this Tender	YES/NO
A5	Duly completed business questionnaire (attached)	YES/NO
A6	Provide two copies of bid document clearly marked “original” and “copy”	YES/NO
A7	Audited accounts for the last three financial years (2014 – 2015, 2015 -2016, 2016 -2017) n/a to newly incorporated companies	YES/NO
A8	Valid registration certificate with Ministry of Tourism	YES/NO
A9	Complete Oaths and Statutory Declaration Form	

Note:

After conformity to the above requirements, the bid will proceed to the next stage of evaluation. Failure to comply with either of the mandatory requirements, the bid will be dropped at this stage and no more evaluation

The following requirements **must be met** by the tenderer notwithstanding other requirements in the tender documents:

1	Provision of Airline Ticketing		1 mark
2	Service Provider to Focus on THIWASCO 's requirements and will be available at all times for bookings/cancellation of air tickets		2 mark
3	Provide cost effective and efficient Air Ticketing services to THIWASCO by providing air tickets to THIWASCO at the best discounted price available		2 mark
4	Tailor-make requests to suit all Air Ticketing and related needs of THIWASCO		1 mark
5	Prepare travel itineraries and Air Ticketing plans for THIWASCO's staff		1 mark
6	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options		1 mark
7	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans		2 mark
8	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival		1 mark
9	Issue air tickets using the approved Air Ticketing plan and the fare as quoted		1 mark
10	To provide guaranteed ticket delivery to THIWASCO's Office at no extra cost		1 mark
11	To provide information on flight availability and timetables on Requests		1 mark
12	To keep THIWASCO updated on current market fares, special air fare deals and any other special tours and Air Ticketing packages		1 mark
13	To re-confirm flight bookings for staff		1 mark
14	To make changes on booking as per request as and when requested		1 mark
15	To be an all-round source for Air Ticketing information for THIWASCO		1 mark
16	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days		1 mark
17	To re issue air tickets to THIWASCO staff at no extra cost except Cancellation costs charged by airlines.		1 mark
18	The Air Ticketing Agents pass to THIWASCO all concessions/ facilities extended by the airlines to the passengers on all air journeys booked by THIWASCO		1 mark
19	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		2 marks

	issuing the tickets. d) Service charge of the ticket e) Taxes (vat) f) Total cost		
19	THIWASCO will make payments within 30 days of receipt of invoice		1 mark
20	Additional information: (Please Specify)		1 mark
	Sub Total (B)		25 marks
	Total Marks Technical (A+B)		85 Marks

Bidders Signature.....

Date.....

Official Stamp.....

Only bidders who score above 70% of the total technical score will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further

c) Financial score (F.S.)

The financial submissions for each of the required services i.e. air ticketing for domestic air travel; air ticketing for regional air travel; and air ticketing for international air travel, will be divided by the lowest financial quote to determine the financial score of each service. There after the average financial score will be computed and will be used in the formula below to compute the combined technical and financial scores i.e. the average financial score will be considered as the final Financial Score (F.S.)

COMBINED TECHNICAL AND FINANCIAL SCORES

The following formula shall be used

$$T.S (85\%) + F.S (15\%) = T.T.L (100\%)$$

T.S = Technical Score = (Technical Evaluation) as evaluated against the technical criteria

F.S = Financial Score (computed as below)

$$FSL / FSC = FS$$

FSC = Financial submission of the tender under consideration.

FSL = Financial score for the lowest tender.

FS = Computed financial score for each tenderer.

T.T.L = Total Score

The table below summarizes the overall evaluation process and the proposed weighting of each stage

Area		Rating/ Scores
Preliminary evaluation (Compliance Evaluation)		Elimination
Technical Evaluation	Vendor Evaluation (60%)	85
	Technical Specifications (25%)	
Financial Evaluation		15
Total		100

Particulars of post - qualification if applicable. *NCA may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.*

Award Criteria:

Framework Contract will be awarded to the first seven highest ranked bidders in (technical + financial).

Seven Successful bidders will be ranked according to their combined technical and financial score. Orders will be raised to the first ranked firm.

If the first ranked company in one way or the other will not be able to provide the air tickets as requested the second ranked firm will be awarded the order and if also not able to provide, the third will be next, then fourth and so on upto the seventh firm.

The indicated Service Charge based on the airline charges will not change during the contract period.

The successful tenderer's tender security will be discharged upon the tenderer signing the contract. Performance security equivalent to **Kshs 100,000/=** will be required from successful bidder in either of the following forms :-

- i. a bank guarantee; or
- ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

BIDDERS EXPERIENCE REQUIREMENTS

Potential Suppliers are required to submit details of the least five (5) No of Organizations in Kenya where they have undertaken similar services in the format given below. This is so that reference may be obtained.

1. Name Of Company	
Name of Contact Person	
Designation	
Telephone Number	
Email Address	
2. Name Of Company	
Name of Contact Person	
Designation	
Telephone Number	
Email Address	
3. Name Of Company	
Name of Contact Person	
Designation	
Telephone Number	
Email Address	
4. Name Of Company	
Name of Contact Person	
Designation	
Telephone Number	
Email Address	
5. Name Of Company	
Name of Contact Person	
Designation	
Telephone Number	
Email Address	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter **MUST** be on the organization's letterhead.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To:
Thika Water and Sewerage Company
P O Box 6103 - 01000 Thika

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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 E
 mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

VAT Certificate No.....

Tax Compliance Certificate No.....

PIN Certificate No.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age </p> <p>Nationality Country of origin </p> <ul style="list-style-type: none"> • Citizenship details • 															
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Shares</th> <th style="width: 25%;">Nationality</th> <th style="width: 20%;">Citizenship</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Shares	Nationality	Citizenship	1.	2.
	Name	Shares	Nationality	Citizenship												
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: 10%;"></th> <th style="width: 40%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="padding: 2px;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="padding: 2px;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="padding: 2px;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="padding: 2px;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="padding: 2px;">5</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.	5
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Shares																													
1.																										
2.																										
3.																										
4.																										
5																										
Date Signature of Candidate																													

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration. Attach all necessary Copies

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of[name
and/or description of the equipment](hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these presents that WE
..... of having our registered office at
..... (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 tender guarantee will remain in force up to and including thirty (30) days after the
period of tender validity, and any demand in respect thereof should reach the Bank not later
than the above date.

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

To
[name of Procuring entity]

WHEREAS [Name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to _____ supply [Description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[Name of procuring entity]

[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 institutions], 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 there-under 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 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]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[Address of factory]* do hereby authorize *(name and address of Agent)* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *(Reference of the Tender)* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a competent person.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 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 of20.....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

