



**RE-TENDER FOR PROVISION OF TAXI SERVICES AT JOMO  
KENYATTA INTERNATIONAL AIRPORT.**

**LOT 1 – Reserved for Special Group (AGPO, YAGPO AND PWD)**

**LOT 2 – General Category**

**TENDER NO: KAA/OT/JKIA/0018/2020-2021**

**AUGUST, 2020**

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**MANAGING DIRECTOR /CEO  
KENYA AIRPORTS AUTHORITY  
P.O. BOX 19001- 00501  
NAIROBI**

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## **SECTION I INVITATION TO TENDER**

**TENDER NO. KAA/OT/JKIA/0018/2020-2021      DATE: 25<sup>th</sup> AUGUST 2020**

**TENDER NAME: PROVISION OF TAXI SERVICES, AT JOMO KENYATTA INTERNATIONAL AIRPORT.**

- I.1 The Kenya Airports Authority invites sealed tenders for the provision of Taxi Services, Jomo Kenyatta International Airport, through an open tendering process.
- I.2 A Completed Tender documents and its attachments must be submitted online before the closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response system will lead you to the second screen (Cfolder) where the system creates a folder specific to you for uploading your response documents. Do not click and attach your documents on collaboration folder. Click on “Technical Bid” the system will allow you to create a document, Click “create” button and attach the documents. and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/corporate/procurement/manuals/>
- I.3 Interested bidders who are not in KAA system and therefore do not have login credentials should contact KAA procurement through email: [tenders@kaa.go.ke](mailto:tenders@kaa.go.ke) for login credentials early enough and not later than three (3) days before tender closing date. All relevant submission documents must be attached on the login screen (Technical Proposal on Cfolder under technical Rfx Response and Financial Proposal on Price Submission Screen). A step by step manual/guide is available for downloading using the link <https://www.kaa.go.ke/wp-content/uploads/2018/04/KAA-RFX-QUOTATION-ONLINE-RESPONSE-MANUAL.pdf> All Prices quoted should be inclusive of all costs and taxes; and must be in Kenya shillings and shall remain valid for 120 days from the closing date of Tender.
- I.4 The tender shall be submitted online on or before **10<sup>th</sup> September 2020 at 11.00 am**. Late bids shall be rejected.
- I.5 Tenders will be opened online immediately thereafter at the Conference Room, 1<sup>st</sup> Floor, Kenya Airports Authority Headquarters complex building.
- I.6 Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website <https://kaa.go.ke/corporate/procurement/> portal. All bidders are advised to regularly check the website during the bidding period

- 1.7 Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

**GENERAL MANAGER  
PROCUREMENT & LOGISTICS  
FOR: MANAGING DIRECTOR/CEO**

## 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 Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 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 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 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 is not applicable.
- 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 documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

- (i) Instructions to tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of particulars of tender
- (v) Form of Tender
- (vi) Price Schedules
- (vii) Contract Form

- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

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

## **2.4 Clarification of tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 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 candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.5 Amendment of tender 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 amendment.

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 Tenders**

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and 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 the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to 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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price



- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, 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.
- 2.12.5 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 2.20.5
- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30
  - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 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 granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

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

- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall:
- (a) be addressed to 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 10<sup>th</sup> September 2020 at 11:00 am.
- 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 10th September 2020 at 11:00 am
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

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

- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10<sup>th</sup> September 2020 at 11:00 am** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's 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.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders 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.
- 2.19.2 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.

## **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 sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 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 affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 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 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 2.22.3.

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

(i) The Procuring entity 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 procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

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

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

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

### 2.23. **Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact 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 **Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as 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.

## **2.25 Award Criteria**

2.25.1 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.

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

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

## **2.26. Procuring entity's right to accept or reject any or all tenders**

2.26.1 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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 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.

## **2.27 Notification of Award**

2.27.1 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.

2.27.2 The notification of award will constitute 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 unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **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 simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 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.
- 2.29.3 The contract will be definitive upon its signature by the two parties.
- 2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.30 Performance Security**

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.
- 2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender 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. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 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 for letting, leasing, licensing, tenancy, franchise or management contract for Provision of Taxi Services at Jomo Kenyatta International Airport shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</b>
2.1.1	<p>This tender is open to bidders providing Taxi Services within Nairobi Region. The Successful bidders shall be contracted for a term of FIVE (5) years, with a provision for a review of terms at the end of the third (3<sup>rd</sup>) year based on performance.</p> <p>Bidders shall demonstrate that they have the requisite experience and legal capacity to carry out the service.</p>
2.12.	<p><b>LOT 1 ONLY</b></p> <p>Duly filled Tender Securing Declaration Form.</p>
2.12.	<p><b>LOT 2 ONLY</b></p> <p><b>Tender Security</b></p> <p>I. Tender security shall be Kshs 100,000.00 of the tender sum. It shall be in any of the following forms:</p> <p>The tender security shall be in the form of</p> <ul style="list-style-type: none"> <li>▪ cash or banker’s cheque, or</li> <li>▪ a bank guarantee, or</li> <li>▪ guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Authority (PPRA) or</li> <li>▪ Letter of credit.</li> </ul> <p>2. The Tender Security shall be valid for 150 days from the date of tender opening.</p> <p><b>3. Bidders shall be required to submit your original tender security/ Bid Bond physically in the office of the General Manager, Procurement and Logistics Department, 2nd Floor KAA Headquarters, JKIA before closing/opening date and time. A scanned copy of the same should be submitted online with the tender.</b></p>
2.13	<p>Replace words; “sixty (60)” with words “one twenty (120)”</p>
2.14	<p><b>Format and Signing of Tender</b></p>



	The Original tender document shall be scanned and attached/uploaded online under Technical response on C folder under technical Rfx Response.
2.15	<p><b>Sealing and Marking of Tenders</b></p> <p>The tender shall be submitted online. Completed Tender documents and its attachments shall be submitted online before the closing date. All the relevant submission documents must be attached on the login screen (Technical response on C folder under technical Rfx Response and financial response on price submission screen)</p>
2.15.2, 2.16.1, 2.18.1	The tender documents and attachments to be opened online
2.4	<p>The address for the purpose of clarification of tender document is as follows:</p> <p>General Manager Procurement and Logistics, Kenya Airports Authority, P.O. Box 19001 00501, Nairobi Kenya Email: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a></p> <p>The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.</p>
2.7.1	<p>Documents comprising the tender</p> <ol style="list-style-type: none"> <li>1. Form of Tender</li> <li>2. Confidential Business Questionnaire Form</li> <li>3. Self-declaration-form</li> <li>4. Statement of Financial Compliance</li> <li>5. Technical Proposal</li> <li>6. Financial proposal</li> <li>7. Tender Securing Declaration Form (applicable to Lot 1 only).</li> <li>8. Tender Security (applicable to Lot 2 only)</li> <li>9. Any information or other materials required to be completed and submitted by Tenderers as specified in the Tender Document.</li> </ol>
2.8	<b>Form of tender</b>

	Bidders shall provide a duly filled <b>Form of Tender</b>
2.9	<b>Tender Price</b> Bidders to submit duly signed Statement of Financial Compliance Form
2.11 and 2.22	<b>Tender eligibility and qualifications &amp; Evaluation and comparison of tenders.</b> The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall be established to KAA's satisfaction.  The evaluation criteria below will be used to determine the eligibility and qualification of bidders as well as comparison of tenders.
2.27	<b>Award Criteria</b> The successful bidder shall be one, <b>i.</b> having been responsive to mandatory requirements and technical requirements <b>iii.</b> having the <b>highest proposed concession rate</b> and shall be informed through a " <b>Notification of Intention to Enter into a Contract.</b> "
2.30.1	The Performance Security shall be equivalent to one-quarter license fee amounting to <b>Lot 1 – Ksh. 450,000.00</b> <b>Lot 2 – Ksh. 1,125,000.00</b> <b>or equivalent tender price as quoted by the bidder.</b> This shall be paid by the successful bidders only. The Performance Security shall be in the form of a Bank Guarantee or Cash.

## A. PRELIMINARY EVALUATION CRITERIA

Tenderers are required to submit the following documents, failure to which they shall not be considered for further evaluation.

### LOT I: MANDATORY REQUIREMENTS

No.	Requirement	Responsiveness or Non-Responsiveness
1	<p>All Tenderers shall fill in <b>ALL</b> the Standard Qualification Forms contained in the Tender Document - <b>Section VI</b> i.e.</p> <ul style="list-style-type: none"> <li>• Form of Tender,</li> <li>• Statement of Financial Compliance</li> <li>• Self - declaration Form</li> <li>• Confidential Business Questionnaire</li> <li>• Tender Securing Declaration Form</li> </ul>	<i>Must meet</i>
2	Certified copies of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business	<i>Must meet</i>
3	Copy of valid Tax Compliance Certificate	<i>Must meet</i>
4	Valid business permit for 2020	
5	<p>Copy of CR12 and copies of Identification Cards of the list of Directors of the firm.</p> <p>Provide copy of CR12 providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.</p>	<i>Must meet</i>
6	Attach a valid AGPO/YAGPO certificate from National Treasury for enterprise registered under the preferences and reservation Scheme under Youth Group, Women Group or People Living With Disability Group Category.	<i>Must meet</i>
7	<b>Access to Liquid Assets</b>	<i>Must meet</i>

	<p>Proof of access to liquid assets or capacity to have a minimum cash flow of <b>Kshs.7,000,000/-</b>.</p> <p>Evidence by current bank letter of Credit specific to this tender, cash in hand demonstrated through a three calendar months bank statements issued over the last three months or bank overdraft facilities of the equivalent amount.</p>	
<b>8</b>	<p><b>Relevant Experience</b> Firms MUST demonstrate AT LEAST 5 YEARS relevant experience in the operation and management of TAXI Services by indicating complete current business address and size of fleet. (<i>provide documentary evidence in the form of contracts, leases and licenses and also contact details</i>)</p>	<i>Must meet</i>
<b>9</b>	<p><b>The total number of vehicles for this category is Twenty (20).</b> Bidding firms to Demonstrate ownership by attaching documentary evidence A list of vehicles indicating, year of manufacture and registration details NOT OLDER THAN Minimum 7 years from date of manufacture. <b>Copies of log books must be attached.</b></p>	<i>Must meet</i>
<b>10.</b>	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath.	<i>Must meet</i>

**NOTE:**

**FAILURE TO SUBMIT ANY OF THE ABOVE LISTED REQUIREMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION**

**LOT 2 : MANDATORY REQUIREMENTS**

<b>No.</b>	<b>Requirement</b>	<b>Responsiveness or Non-Responsiveness</b>
<b>1</b>	<p>All Tenderers shall fill in <b>ALL</b> the Standard Qualification Forms contained in the Tender Document - <b>Section VI</b> i.e.</p> <ul style="list-style-type: none"> <li>• Form of Tender,</li> <li>• Statement of Financial Compliance</li> <li>• Self - declaration Form</li> <li>• Confidential Business Questionnaire</li> </ul>	<i>Must meet</i>
<b>2</b>	Certified copies of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do	<i>Must meet</i>

	business	
3	Tender security shall be of Kshs.100,000.00	<i>Must meet</i>
4	Copy of valid Tax Compliance Certificate	<i>Must meet</i>
5	Valid business permit for 2020	<i>Must meet</i>
6	<p>Certified copy of Copy of CR12 (List of Directors of the firm for the last 2 months) Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status. Where one or more of the shareholders is a company (Beneficial Ownership), the CR12 or equivalent from country of origin of such a company shall be provided. However, where the CR12 of the beneficial shareholders is not available as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names.</p>	<i>Must meet</i>
8	<p><b>Access to Liquid Assets</b> Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs.7,000,000/-. Evidence by current bank letter of Credit specific to this tender (not later than three months), cash in hand or bank overdraft facilities to be provided.</p>	<i>Must meet</i>
9	<p><b>Relevant Experience</b> Firms MUST demonstrate AT LEAST 5 YEARS relevant experience in the operation and management of TAXI Services by indicating complete current business address and size of fleet. (<i>provide documentary evidence in the form of contracts, leases and licenses and also contact details</i>)</p>	<i>Must meet</i>
10	<p><b>The total number of vehicles for this category is 50.</b> Bidding firms shall provide the following with respect to vehicles; i. <b>List and copy of logbooks attached;</b> ii. <b>Vehicles should not be older than 3 years from the date of 1<sup>st</sup> local registration</b></p>	<i>Must meet</i>
III	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath.	<i>Must meet</i>

**NOTE:**

**FAILURE TO SUBMIT ANY OF THE ABOVE LISTED REQUIREMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION FROM FURTHER EVALUATION**

**(B) TECHNICAL REQUIREMENTS**

Having met the mandatory requirements, the firms shall be subjected to a technical evaluation based on criteria below.

Technical proposals will be evaluated for their compliance of responsiveness to various tender requirements. KAA will carry out a detailed evaluation of the BIDS in order to determine whether the technical aspects are in accordance with the requirements set forth in the BID Documents. In order to reach such a determination, KAA will examine and compare the various technical aspects of the BIDS on the basis of the information supplied by the Bidders, taking into account the following factors:

- I. Overall completeness and compliance and deviations from the KAA Requirements to the Proposal/conditions. The BID that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected as non-responsive.

I	ITEM	MINIMUM REQUIREMNT	INDICATE COMPLIANCE	
			YES	NO
		<b>QUALITY OF VEHICLE</b>		
I.1	<b>Age of Vehicle</b>	Minimum 7 years from date of manufacture. Vehicles will be replaced after a maximum three years of operation. .		
I.2	<b>Vehicle type</b>	Petrol/ Diesel engine		
		At least 30% of the vehicles should be Hybrid/ Electric		
I.3	<b>Vehicle seating capacity.</b> Bidders to indicate number of vehicles to be operated. Maxicab to be a minimum 30% of fleet	<b>Standard Cab</b> 5 seater This must be in line with the set Covid-19 social distancing rules		
		Number of taxis to be operated in this category .....		
		<b>Maxi Cab</b> 7 seater. This must be in line with the set Covid-19 social distancing rules		
		Number of taxis to be operated in this category		

	ITEM	MINIMUM REQUIREMNT	INDICATE COMPLIANCE																								
		[.....]																									
1.4	<b>Vehicles Type and Engine capacity</b>	5 seaters - Minimum 1500cc Premio or approved equivalent models  7 seater – Minimum 1800cc Toyota Noah or approved equivalent models																									
7 1.5	<b>Vehicle Summary table</b>	Attach summary of vehicles on a separate sheet as per table below  <table border="1"> <thead> <tr> <th rowspan="2">Vehic le type/ Make and mode l</th> <th rowspan="2">Engine capacit y</th> <th rowspan="2">Year of Manufa cture</th> <th rowspan="2">Date of 1<sup>st</sup> Registr ation in Kenya</th> <th rowspan="2">No. of pax</th> <th colspan="2">Tick appropriately</th> </tr> <tr> <th>Standard Engine i.e Diesel/ Petrol</th> <th>Hybr id</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Vehic le type/ Make and mode l	Engine capacit y	Year of Manufa cture	Date of 1 <sup>st</sup> Registr ation in Kenya	No. of pax	Tick appropriately		Standard Engine i.e Diesel/ Petrol	Hybr id																
Vehic le type/ Make and mode l	Engine capacit y	Year of Manufa cture						Date of 1 <sup>st</sup> Registr ation in Kenya	No. of pax	Tick appropriately																	
			Standard Engine i.e Diesel/ Petrol	Hybr id																							
1.6	<b>Vehicle branding</b> vehicle shall be branded as per sample	All taxi Vehicles will be branded according to KAA specifications that will be communicated to the successful bidder																									
1.7	<b>Online booking platform</b>	<b>Online booking platform</b> Indicate URL/ App  .....																									
<b>NB: Bidders should note that they will not be allowed to present vehicles not meeting the minimum standards indicated in this tender (as above). All vehicles will have PSV insurance.</b>																											
2	<b>Safety and security features:</b> <i>To cover passengers and their luggage</i>	Bidders to give a proposal on additional safety and security measures they will employ to improve passenger safety and luggage security. Attach safety and security procedures <ul style="list-style-type: none"> <li>Must have in place a contact tracing mechanism of all passengers in private or shared taxis</li> </ul>																									
2.1	<b>Driver Safety screen</b>	All taxis must comply to set Covid-19 social distancing rules. Vehicles will be installed with a safety transparent screen shielding the driver completely from the back seat Material – polycarbonate/ fibre glass																									

	ITEM	MINIMUM REQUIREMNT	INDICATE COMPLIANCE	
		Attach image		
	<b>Cashless Transactions</b>	Mpesa, Visa, Paypal Proof of Online payment platforms		
<b>2.2</b>	<b>Other standard safety features</b>	<ul style="list-style-type: none"> <li>• Safety Belts</li> <li>• First Aid Kit</li> <li>• Warning Triangle</li> <li>• Tool Kit</li> <li>• Fire Extinguisher</li> <li>• Speed Governor</li> <li>• No smoking sign</li> <li>• Driver safety partition</li> </ul>		
<b>3</b>	<b>Fleet Management System</b> (Communication and Tracking system)	<p>Must have a vehicle tracking system Bidders to indicate what system they shall employ for; Vehicle Tracking, to locate all vehicles within fleet and Fleet Management, Communication with office.</p> <p>The installed system should also have features that improve vehicle operations.</p> <ul style="list-style-type: none"> <li>• Two-way radio or approved equivalent</li> <li>• Vehicle tracking system</li> </ul> <p>Provide copies of certificates as proof of installed/ or documentation for proposed system.</p>		
<b>4</b>	<b>Staff Uniforms</b>	<p><b><i>Bidder to adopt uniform design that will be shared by the Authority upon award.</i></b></p> <p>Uniforms must include the following</p> <ul style="list-style-type: none"> <li>• Leather Shoes and socks – black. No sneakers</li> <li>• Shirt/ Blouse</li> <li>• Trouser/ Skirt</li> <li>• Badge and/ logo – on all shirts, blazer</li> <li>• Blazers / Jacket</li> <li>• Polo shirt for weekends and dress down Fridays</li> </ul>		
<b>5</b>	<b>Drivers Qualification</b>			
<b>5.1</b>	<b>Number of drivers</b>	A minimum 2 drivers per vehicle Attach drivers ID		
<b>5.2</b>	<b>Years of experience</b>	<p><i>NOT LESS THAN 5 YEARS EXPERIENCE.</i></p> <p><b>Driver's years of experience</b> (attach proof – copies of driving licence and letter from employer and CV)</p>		
<b>5.3</b>	<b>Education</b>	Minimum KCSE or equivalent Attach individual drivers certificates		



	ITEM	MINIMUM REQUIREMENT	INDICATE COMPLIANCE																																		
5.4	Language	Fluent English Fluent Swahili																																			
5.5	Certificate of Good Conduct	Attach certificate for each driver																																			
5.6	Driver PSV Licence	Attach licence for each driver																																			
5.6		<p>The above information must be presented in a separate sheet in the format below</p> <table border="1"> <thead> <tr> <th rowspan="2">Name</th> <th rowspan="2">ID No.</th> <th rowspan="2">Driving Licence No.</th> <th rowspan="2">Driver PSV No.</th> <th rowspan="2">Level of education</th> <th rowspan="2">Minimum score in KCE</th> <th rowspan="2">Certificate of Good Conduct</th> <th colspan="3">Languages</th> </tr> <tr> <th>English</th> <th>Swahili</th> <th>French/ Chinese/ other UN language</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	ID No.	Driving Licence No.	Driver PSV No.	Level of education	Minimum score in KCE	Certificate of Good Conduct	Languages			English	Swahili	French/ Chinese/ other UN language																						
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			English	Swahili	French/ Chinese/ other UN language																																
5.7	Operators handbook	<p>A detailed drivers handbook detailing the company's standard operating procedures for:</p> <ul style="list-style-type: none"> <li>• drivers</li> <li>• supervisors</li> <li>• taxi reception desk</li> <li>• disciplinary actions</li> <li>• Emergencies</li> <li>• Covid-19 protocols</li> </ul>																																			
5.8	Implementation period	<p>The successful bidder shall avail the fleet of vehicles to be operated as follows</p> <ul style="list-style-type: none"> <li>• Presentation of vehicles for Inspection for approval before branding – <b>60 days</b> from contract signing date:</li> <li>• Branding – immediately after passing the inspection</li> <li>• Operations – after inspection of branding and final authorization to operate</li> <li>• Operations will commence not later than <b>90 days</b> from the date of contract signing</li> </ul> <p>Bidder to attach implementation plan for this tender</p>																																			

	ITEM	MINIMUM REQUIREMNT	INDICATE COMPLIANCE	
	<b>Bidders who meet all the above requirements will proceed to Financial Evaluation</b>			

**(C) FINANCIAL REQUIREMENTS**

<b>I</b>	<p><b>Financial evaluation will comprise compliance to the following:</b></p> <p>Bidders to propose an annual guarantee based on their projections. Minimum guarantee should not be less than <b>Kshs.7,500</b> per taxi per month.</p> <p>Ksh. .... per taxi per month</p> <p>The minimum guarantee shall be payable quarterly in advance. <i>(These charges are exclusive of access and parking charges applicable).</i></p> <p><b><i>(Incomplete proposals shall be considered as non-responsive).</i></b></p> <p><b>Signed:</b> .....</p> <p><b>Name:</b> .....</p> <p><b>Job Title:</b> .....</p> <p><b>Official Stamp:</b></p>
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**Note:**  
**Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website [www.kaa.go.ke](http://www.kaa.go.ke). All bidders are advised to regularly check the website during the bidding period.**

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

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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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c)      “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d)      “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e)      “GCC” means the General Conditions of Contract
- (f)      “SCC” means the Special Conditions of Contract
- (g)      “Day” means calendar day

### **3.2.    Application**

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

### **3.3.    Standards**

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

### **3.4.    Use of Contract Documents and Information**

3.4.1    The Contractor 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 contractor in the performance of the Contract.

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

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

### **3.5. Patent Rights**

- 3.5.1 The Contractor 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**

- 3.6.1 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 SCC

- 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 company guarantee approved by the Authority.
- (d) A letter of credit.

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

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

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

- 3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

### **3.9. Prices**

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender

validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

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

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

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

### **3.12. Termination for insolvency**

3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to 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's convenience, the extent to which performance of the contractor under 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 an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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



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

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition 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 those in the GCC.

4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	The amount and format of performance security shall be as indicated in the Appendix to Instruction to Tenderers
3.8.1	<b>Payment Terms</b> Concession fees will be payable quarterly in advance
314.2	<b>Resolutions of disputes:</b> In the case of a dispute between the Procuring entity and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.16.1	The applicable law is the Laws of the Republic of Kenya.
3.18.1	Address of Procuring Entity is: Kenya Airports Authority, Kenya Airports Authority Headquarters, Airport North Road, P. O. Box 19001 – 00501 NAIROBI-KENYA, Tel: +254 20 6611000 Fax: +254 20 822078 E-mail: <a href="mailto:tenders@kaa.go.ke">tenders@kaa.go.ke</a> Website: <a href="http://www.kaa.go.ke">www.kaa.go.ke</a>

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **I. BACKGROUND**

Jomo Kenyatta International Airport (JKIA) is the largest International Airport in Kenya operated and managed by The Kenya Airports Authority. The airport is located 18KM away from Nairobi City. The airport currently handles over **8 million passengers annually**.

The mode of transport available to and from the airport is taxi, limosine, public transport and car hire services. The purpose of this tender is to solicit competitively, proposals to establish a contract for the provision of Taxi Services to and from Jomo Kenyatta International Airport.

The airport is endowed with the following distinctive advantages;

- A modern airport infrastructure with planned and on-going capacity improvements.
- A well-developed tourism industry within Nairobi and its environs, ensuring that there is adequate traffic into JKIA for both travel and trade.
- A supportive and sustainable tourism industry. KAA is a key player in the promotion of Kenya as a preferred tourist destination.
- Leading tourist Airport in the region.

### **2. OBJECTIVES OF TENDER**

- a) Improve ground transport customer satisfaction ratings from **70% to 85%**
- b) Improve quality of ground transportation and specifically taxi services to offer the passengers and airport users' better services.
- c) Introduce vehicles that will conform to the set safe distancing rules
- d) Modernize the operating fleet at JKIA.
- e) To meet the growing demand for taxi services for airport users derived from varied and unique passenger profiles that use the Airport.
- f) Reduce the hustle of getting to and from the airport
- g) Provide professional, efficient and reliable taxi services that can compete with leading international airports
- h) Improve the Airports customer satisfaction index in ground transportation from below average to above 80% in the ACI (Airport Council International survey results). All Taxi companies will be required to sign Service Level agreements with the Authority.
- i) The successful bidder(s) will be expected to enter into a long term arrangement of five (5) years.
- j) Engage at least five (5) firms to operate at least 100 vehicles at JKIA. These operations being complemented with the new app based transport service providers.

### **3. SERVICE LEVEL AGREEMENT**

The successful bidder shall sign a service level agreement with the Authority.

These service level agreements are made in conformity with the provisions of the Kenya Airports Authority ACT, CAP 395, Laws of Kenya, section 12 (3) (f) which gives the

authority, powers to prohibit, control or regulate the use by any person of the services performed or the facilities provided by the authority.

Any offender may be liable to prosecution or any other such punishment as provided hereunder.

### **Administrative Procedures**

- (i) Issuance of authority to operate taxi services at the airport will be at the discretion of the Airport Manager or his appointed office on behalf of the Authority, from a list of eligible applicants.
- (ii) Vehicles from successful applicants will undergo document scrutiny, and mechanical inspection before being issued with operational stickers.
- (iii) Operational stickers assigned to successful vehicles must thence be conspicuously displayed and are not transferable.
- (iv) All document copies that pertain to the operators so authorized, or their licensed vehicles as under (2) above, will be retained by the Airport Manager's office for ease of reference and record purposes.
- (v) No individual operator or a corporate body will be allowed to operate more vehicles than agreed in the contract.
- (vi) Employees of Taxi groups will also adhere to these rules.
- (vii) All Taxi operators must submit list of both vehicles and staff members working at the Airport to KAA Security for close monitoring.
- (viii) All operators must obtain landside passes for their drivers. They will be subjected for Airport Security awareness training before being allowed to work at the Airport.

### **General Conditions**

- (i) Operators licensed as above, shall be the only taxi operators authorized to offer /render taxi services at the airport.
- (ii) Outsiders may only pick clients from the airport on pre-arrangements, and not solicit for business.
- (iii) Change of operational vehicle for any reason **MUST** be done after authority from the Airport Manager on application upon which normal scrutiny **MUST** be done.
- (iv) Vehicles operating without inspection and inclusion in the Authorities database shall be blacklisted and the slot may be permanently withdrawn.
- (v) Operational vehicles shall have an engine capacity of **1500cc** and above
- (vi) All vehicles **MUST** undergo a mandatory inspection every 6 months or as deemed necessary by the Authority.
- (vii) All vehicles must meet all safety, security requirements
- (viii) All vehicles shall have
  - a. Leather seats **OR**
  - b. Removable seat coversThe seats should always be in a good condition and fresh for the next customer
- (ix) The vehicle shall always be in a good working condition
  - a. Rear lamps, Ignition System, Tyre condition, Braking System, Electrical System
- (x) Vehicles shall be fumigated every six months or as advised by the Port Health

### **Operational Conduct**

1. Operators shall arrange for regular customer care training for all their staff.
2. All drivers will familiarize themselves with airport safety and security regulations and ensure compliance.
3. No operator shall cause obstruction or hindrance to any other airport operator or user at the concourse deliberately or otherwise.
4. Every operator must ensure the mechanical fitness of licensed vehicles at all times while operating at the airport.
5. Operators **MUST** submit on a monthly basis a report on their operations i.e. training, vehicles in operation that month including number plates, any changes in drivers or vehicles, any incidences e.t.c.
6. Whenever an operational vehicle is called or scheduled for mechanical inspection, such vehicle **MUST** be presented at the appointed place at time; otherwise it will be **BARRED** from operating until the next scheduled inspection.
7. No operator shall engage in activities deemed contrary/illegal by the laws of the country while operating at the Airport.
8. No operator shall induce a client to ride in his vehicle by making false or misrepresentation of facts. I.e. undercutting in tariff, changing of agreed fare along the way, or demanding more payment than earlier agreed/prescribed.
9. Operators shall ensure vehicles are ready to offer service at all times without inconveniencing passengers e.g. refueling with a passenger on board should be discouraged.
10. An operator will be held responsible for his driver's conduct.
11. The Authority shall not allow sub-contracting.
12. Taxis will be metered for purposes of charges and the prescribed charges shall be displayed in the vehicle and office of the operator at all times.
13. The authorized taxis operators shall have their vehicles marked with the logo and colors prescribed by the Authority.
14. Should there arise the need to investigate the conduct of a driver, the operator responsible shall afford the investigating team full co-operation.

### **Taxi Drivers Conduct**

1. All drivers shall maintain traffic rules as laid out.
2. All drivers will familiarize themselves with airport safety and security regulations and ensure compliance.
3. Authorized drivers shall be honest, trustworthy and of good conduct while conducting business around the airport. The use of vulgar language against other operators or clients will not be tolerated.
4. A driver shall be expected to always be in his/her approved uniforms, with a name tag/badge conspicuously displaying group's name, and his name. The uniform must be neatly kept too.
5. All vehicles will be parked at designated parking lot.
6. Drivers will be expected to remain waiting in their vehicles in queue to be called /signaled when their turn comes to pick a passenger. Any loitering and soliciting will not be accepted.
7. As is expected of other airport users, driver and operators will mind their environment by avoiding smoking in non-smoking areas, disposing litter in the designated receptacles and also avoid trespassing on airport lawns and flower beds.

8. As a daily routine, the driver will be expected to ensure that his/her operation vehicle is kept clean both internally and externally.
9. The driver must check his/her car whenever dropping off a client for any forgotten items. Any clients belongings left behind MUST be surrendered to the KAA Security Office for record and safekeeping.
10. A driver must at all times have in his possession an official receipt book for issuance to a client on request.
11. All drivers MUST have a certificate of good conduct.
12. All drivers must be well groomed and presentable at all times.
13. Drivers should report any suspicious customers to the Airport Security departments immediately.

### **Prohibited Operations**

1. No operator shall carry persons in excess of the manufacturer's rating OR set social distancing rules with respect to any existing health pandemic.
2. No operator shall smoke or chew miraa while carrying passengers
3. No operator shall smoke in the car or any other place apart from the designated smoking areas
4. No operator shall drive a taxi with luggage or any other material piled or placed in such manner as to obstruct frontal or rear view.
5. No operator shall operate a vehicle unless it is equipped with a spare wheel ready for use as well as the tools and equipment required to change a wheel.
6. No operator /driver shall engage in a fight on airport property.
7. Operators are prohibited from attending to clients while drunk. The use of prohibited drugs, while serving at the airport is also unacceptable.
8. No operator/ driver shall sleep in the taxis.

### **Penalty Point System**

1. Demerit points may be assessed against an operator for violation of the condition of the airport operation.
2. A register shall be maintained for demerit points system.
3. If an operator accumulates the maximum number of demerit points, his operation will be suspended or cancelled, without any recourse to him.
4. Any operator who accumulates twelve (12) demerit points may be summoned by the Airport Manager to meet with him to discuss his conduct in relation to his /her operation.
5. Any demerit points assessed against an operator shall be kept in file and will be used in determining the suitability of continued operations at the airport.
6. Any operator who is the subject of such a suspension or cancellation will receive a written notice to that effect delivered by hand or sent by registered mail stating:-
  - (a) The reason (s) for the suspension or cancellation
  - (b) The duration of the suspension if applicable
7. That the operator may, within ten (10) days from the date on which the notice was delivered by hand or sent by registered mail, appeal in writing to have his demerit points reviewed by the management (KAA).

8. If the operator elects to have his demerit points reviewed, the management communicates to him the possibility of meeting to either discuss or communicate to him his / her fate.

The management may: -

- (a) Review the demerit points of the operator.
- (b) Hear any representation that the operator may invoke for not suspending or canceling his authority to operate.

### **Evaluation of the Operator on a Point System**

Penalty points may be assessed as follows;-

#### **ONE (1) DEMERIT POINT**

	<b>Action</b>	<b>Score</b>	
	Failure to be close to his taxi and to have it under observation at all times while in the designated parking zone. Unless attending to issues elsewhere other than crowding at the concourse		
	Failure to keep the interior and /or exterior of the taxicab clean		
	Overloading a taxi		
	Driving a taxicab with an obstruction view.		

#### **TWO (2) DEMERIT POINTS**

	<b>Action</b>	<b>Score</b>	
	Failure to have in one's possession the documentation required under the airports rules and regulations		
	Failure to be neat and clean in appearance while in the airport on duty		
	Poor knowledge of certain main city routes, hotels and popular destinations.		
	Dumping litter on airport property.		
	Failure to display appropriate name tag and airport security pass		

#### **THREE (3) DEMERIT POINTS**

	<b>Action</b>	<b>Score</b>	
	Failure to remain in the taxicab while at the loading zone.		
	Failure to inform of change in taxicab driver		
	Failure to advise of change of address		

	Failure to provide documentation on any change of vehicle		
	Refusing to give a receipt ,and possession thereof		

**FOUR (4) DEMERIT POINTS**

	<b>Action</b>	<b>Score</b>	
	Operating without a spare wheel		
	Failure to present for operation a clean car		
	Failure to be in officially approved uniform and nametag while handling an operational car.		

**SIX (6) DEMERIT POINTS**

	<b>Action</b>	<b>Score</b>	
	Failure to be polite and well behaved		
	Failure to take passenger's desired route		
	Loitering at the arrivals concourse soliciting for passengers.		

**EIGHT (8) DEMERIT POINTS**

	<b>Action</b>	<b>S core</b>	
	Failure to serve the first person requiring the service of his taxicab		
	Tipping an airport worker on duty for favors at the airport, or using agents to solicit for passengers.		
	Failure to turn in lost and found items		
	Failure to conform to any authorized employees instructions		
	Failure to repair a taxicab after the first warning		
	Operating a defective taxi		
	Operating a taxi which does not conform to the conditions of the permit.		

**Twelve (12) Demerit Points**

	<b>Action</b>	<b>Score</b>	
--	---------------	--------------	--

	Engage in fighting on airport property		
	Consuming alcohol, miraa or drugs while in operation		
	Failure to present a taxicab for inspection		
	Engaging in illegal business practices.		
	False representation to a customer		
	Threatening an attendant, or duty officer and any authorized officer within the airport premises.		
	Incitement or utterances likely to cause disaffection and / or ridicule against the Authority or any other employee of the airport.		

### **Exclusions**

- 1) This service level agreement shall prevail alongside the signed contract between the operator and Kenya Airports Authority. In cases where an offence has been made in the course of operations, the law of the land will prevail and take charge. Therefore, notwithstanding the above, where criminal offences are noted such an operator will be immediately terminated from the operations at the Airport.
- 2) The point scoring system here will guide the Authority in rating the performance of the specific operator from time to time.
- 3) The service standards shall be enforced hand in hand with the set AIRPORT BYE LAWS

## **4. OTHER CONDITIONS**

During the contract implementation period the successful tenderer will observe the following;

### **a. Service Level Agreement**

The operator shall enter into a service level agreement with Kenya Airports Authority. The SLA will focus on the following area;

- i. Scope of Services rendered
- ii. Customer Satisfaction levels
- iii. Safety and health
- iv. Waste management
- v. Customer complaints
- vi. Hours and mode of operation
- vii. Financial obligations to KAA
- viii. Branding



## **b. Layout designs**

The proposed designs and layout for any office facility must be approved by Kenya Airports Authority before construction commences.

## **c. Furniture and fittings**

It will be the responsibility of the operators to purchase or construct furniture and fittings.

The proposed furniture and fittings before construction or purchase and installation will be approved by the Kenya Airports Authority.

## **d. Management review**

The operators for the facility shall have a bi-annual review meeting to assess performance.

## **e. Applicable rules and regulations**

The firm shall be expected to comply with all applicable Laws related to the services and all pertinent international rules and regulations as well as with all rules, regulations, technical standards & codes, manuals and procedures established from time to time by KAA.

## **f. Standards**

The operators for the various lots must ensure that at all times standards pertaining to an international airport are met and any requirements as may be communicated by the KAA or Port Health are enforced.

## **5. OTHER REQUIREMENTS**

- a) Any office space required may be at the discretion of Authority and shall be provided to licensee with their consent on mutually acceptable terms and conditions.
- b) All the existing and future rates, taxes (including applicable Service Tax), levies, charges shall be borne and paid by the licensee.
- c) Notwithstanding that the licensee shall have developed the said space /premises, these shall be deemed to be public spaces.
- d) The licensee shall not erect or put up any flag staff, wireless poles, TV antenna or other structures or installations except with the express permission of the Authority and only in accordance with the conditions and in such manner as the Authority may so direct.
- e) The Authority or any of its officers and other persons authorized by the Authority shall have the right, at all reasonable times, to enter upon the said space /premises to view the state and conditions thereof or for the purpose of operating the facility.

- f) The licensee shall display the prices of all the services and shall sell services at prices published
- g) In the event of licensee being prohibited from selling one or more articles in the facility because of Laws, Rules, Regulations or Governmental orders, the Authority shall not be liable for any loss suffered by the licensee. In such an event, the licensee shall not be entitled to any reduction in the license fee and royalty and or any other charges payable to the Authority under or as provided in this Agreement and shall not grant permission for sale of additional items.
- h) Due to operational necessity and compulsion, the Authority reserves the right to change the location of any or all the areas of the service provision within JKIA any time either before handing over the possession to the licensee.
- i) The licensee shall not, without the written consent of the Authority, sub-let or assign or part with the possession of the said space/premises of the facility or any part thereof, nor shall, without such written consent of the Authority as aforesaid, assign or transfer this license or any part thereof.
- j) During the currency of this licence, it shall be the responsibility of the licensee to take out and maintain proper policy of insurance covering all risks in respect of or relating to the said space/premises/ service including equipment, furniture, fitting & fixture, installed or put therein, and goods and materials deposited or stored therein.
- k) The licensee shall, during the continuance of this licence, insure agent any claims or workmen's compensation or otherwise of all persons employed by it in connection with its business to be carried on, as aforesaid, with such Insurance Company as the Authority shall approve of and shall produce, for inspection of the Authority, all policies in respect thereof and receipts for payment of premium.
- l) The Licensee shall make necessary arrangement for keeping away the insects, flies, mosquitoes from the allotted premises and shall be liable to initiate pest control measures as desired by the Authority.
- m) The Licensee and the staff employed by them shall deal with all the passengers/visitors with extreme courtesy and caution and any complaints from the public about the misbehavior of the Licensee or his/her employees shall be construed as grounds for non-performance.
- n) The Licensee shall be responsible to remove the garbage, if any, resulting from the performance of the business and shall dispose off the same at designated areas.
- o) As the facility is meant for the passengers, the timings of the facility shall be kept open as per the flight timings.
- p) The Licensee, for the convenience of the passengers, will as much as possible also keep arrangements for payments by the credit/debit cards/ mpesa

- q) The Licensee shall only be permitted to provide services as per category bid for and in case of any dispute regarding grouping of service rendered, the decision of the Authority shall be final and binding on the Licensee.
- r) The tenderer is expected to maintain tariff rates comparable to those prevailing in the town/city. Rates list should be submitted to the Authority for record. The rates are to be displayed at the taxi desk in digital format.
- s) The licensee awarded the contract should display his name prominently including franchisees approval (if any) in the premises. Further, display of any advertisement shall not be permitted in the earmarked area; however the Authority reserves the right to display advertisement.
- t) The Authority shall not be responsible for any legal cases that arise due to health hazard on account of quality of product and other legal matters for quantity, price etc. sold by the tenderer. The sole responsibility shall be of the tenderer in any legal cases.
- u) To keep the premises in a clean and tidy condition and open to inspection to the satisfaction of the Authority or his representatives.

**Note:**

***Any additional information, addendums or clarifications in respect to this tender will be available in our KAA website [www.kaa.go.ke](http://www.kaa.go.ke). All bidders are advised to regularly check the website during the bidding period.***

## SECTION VI - 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. **Statement of Financial Compliance** - The form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Debarment Declaration Form** – This form must be completed by tenderer and submitted with the tender documents
6. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **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.
7. **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 principal where the tenderer is an agent.

**Form of Tender**

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To:

Date

Name and address of procuring entity

Tender No. **CAA/OT/JKIA/0018/2020-2021**

Tender Name

Gentlemen and/or Ladies:-

Having examined the Tender documents including Addenda No. (insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure **PROVISION OF TAXI SERVICES, AT JOMO KENYATTA INTERNATIONAL AIRPORT** under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to abide by the conditions of the tender.

We agree to abide by this Tender for a period of **{120}** 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.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**STATEMENT OF FINANCIAL COMPLIANCE**

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The successful bidder shall pay the minimum annual guarantee and the proposed Royalty fee as well as all other applicable rates in the manner and periods provided.

	<b>ITEM</b>	<b>REMARKS</b>
1	Minimum Concession Fee per Taxi per Month	Proposed minimum annual guarantee fee. Should not be less than Ksh. 7,500 Ksh. .... Payments shall be made quarterly in advance.
3	Space fees	Any space occupied shall be charged at the applicable rental fees  Payments shall be quarterly in advance.
	Taxes and Duties	Payable by successful bidder to the relevant Authorities

Name \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign BID for and on behalf of \_\_\_\_\_

Official stamp

**i. CONTRACT FORM**

---

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 Car Parking Services and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**ii. CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part \_\_\_\_\_ General:

Business Name .....  
 Location of business premises .....  
 Plot No. .... Street/Road .....  
 Postal Address ..... Tel. No. ....Fax ..... Email .....  
 Nature of business .....  
 Registration Certificate No. ....

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

Name of your bankers .....Branch .....

Part 2(a) – Sole Proprietor:

Your name in full ..... Age .....  
 Nationality ..... Country of origin .....  
 Citizenship details.....

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2( c) – Registered Company:

Private or public .....

State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer  
 .....



### iii. TENDER SECURITY FORM

---

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.
  - (c) Refuses correction of arithmetic errors in the tender.

We undertake to pay to the procuring entity up to the above amount upon receive 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 its is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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)

**iv. 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 \_\_\_\_\_ 2020 \_\_\_\_\_ to  
supply .....  
[Description of materials and spares] (Hereinafter called "the Contract")

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

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

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 of 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 \_\_\_\_\_ 2020

**Signature and seal of the Guarantors**

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

*(Amend accordingly if provided by Insurance Company)*

**v. SELF-DECLARATION FORM – ANTI CORRUPTION FORM**

---

**ANTI-CORRUPTION DECLARATION**

I/We (*insert the name of the company / supplier*) ----- declare and guarantee that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply;

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of KAA.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KAA may have.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

I/We (*insert the name of the company / supplier*) -----declare and guarantee that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

I/We (*insert the name of the company / supplier*) -----declare and guarantee that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature.....Date .....

Company Seal / Business Stamp

## 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)*

**REQUEST FOR REVIEW FORM**

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**FORM RB I**

**REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....2018

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 ...../2020

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---/end

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**LETTER OF NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

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