



**kasneb**

**Providing globally competitive professionals**

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## **INVITATION FOR TENDER**

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### **TENDER NO. KAS/4/2019/2020: PROVISION OF EXECUTIVE PASSENGER TRANSPORT SERVICES**

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**CLOSING DAY AND DATE:  
TUESDAY, 28 MAY 2019.  
CLOSING TIME: 11.00 A.M.**

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## SECTION I INVITATION TO TENDER

**Date: 17 May 2019**

**REFERENCE: TENDER NO.KAS/4/2019/2020: Provision of Executive Passenger Transport Services**

kasneb invites your firm and other registered suppliers to submit sealed bids for Provision of Executive Passenger Transport Services.

Interested registered suppliers may obtain further information from and inspect the tender documents at the offices of kasneb situated in kasneb Towers, Hospital Road, Upper Hill, NAIROBI during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Tender documents will be issued to interested tenderers upon payment of a non-refundable fee of shillings **one thousand (Sh.1, 000)** only per tender in form of cash or Bankers cheque payable to kasneb or download at **No fee** from kasneb website [www.kasneb.or.ke](http://www.kasneb.or.ke).

Complete tender documents accompanied by either **a tender security declaration for Special Group firms or Tender Security of Shillings fifty six thousand (Shs. 56,000) only where applicable** in the form of a bank guarantee or a bank draft issued by a reputable bank must be enclosed in a plain sealed envelope marked only with the tender number and tender name and addressed to:

**The Secretary and Chief Executive,  
kasneb  
kasneb Towers, Hospital Road, Upper Hill,  
P. O. Box 41362-00100  
NAIROBI**

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY."

The tender documents should be deposited in the Tender box placed at the reception hall of kasneb or be sent to The Chairman, Tender Committee so as to reach him on or before the closing date and time on **Tuesday, 28 May 2019 at 11.00 A.M.**

2.10.1 Prices shall be quoted in Kenya Shillings and shall remain **valid for one (1) year renewable based on satisfactory performance and mutual expressed agreement.**

2.10.2 The tenders will be opened immediately after the closing date and time on **Tuesday, 28 May 2019 at 11.00 A.M.** in the conference room and bidders or bidder representatives are invited to witness the opening.

Yours faithfully,

**For: SECRETARY AND CHIEF EXECUTIVE**

## **SECTION II: INFORMATION AND INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This invitation for tenders is open to all registered tenderers who are in the kasneb Suppliers Register for the 2019/2020 financial year.
- 2.1.2 kasneb employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and sub-contractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by kasneb to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible goods**

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

### **2.3 Cost of tendering**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and kasneb will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **2.4. The tender document**

- 2.4.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.6 of these instructions to tenderers
- (i) Invitation to Tender.
  - (ii) Instructions to Tenderers.
  - (iii) General Conditions of Contract.
  - (iv) Special Conditions of Contract.
  - (v) Schedule of Requirements.
  - (vi) Technical Specifications.

- (vii) Tender Form and Price Schedules.
- (viii) Tender Security Form.
- (ix) Contract Form.
- (x) Confidential Business Questionnaire.

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

## 2.5 Clarification of documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify kasneb in writing or by post at the address indicated in the Invitation to Tender. kasneb will respond in writing to any request for clarification of the tender documents which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 kasneb shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.6 Amendment of documents

2.6.1 At any time prior to the deadline for submission of tenders, kasneb may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, kasneb at its discretion, may extend the deadline for the submission of tenders.

## 2.7 Language of tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and kasneb, 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.

## 2.8 Documents comprising the tender

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

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

## 2.9 Tender forms

The tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 Tender prices

- 2.10.3 The tenderer shall indicate on the appropriate price schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.4 Prices indicated on the price schedule shall include all costs including taxes, insurances and delivery to kasneb.
- 2.10.5 Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.6 The validity period of the tender shall be **one (1) year renewable based on satisfactory performance and mutual expressed agreement.**

## 2.11 Tender currency

Prices shall be quoted in Kenya Shillings.

## 2.12 Tenderers eligibility and qualifications

Pursuant to paragraph 2.1. of this document, the tenderer shall furnish, as part of its tender, documents establishing that the tenderer was registered and entered in the kasneb Suppliers Register for the 2018/2019 financial year.

## 2.13 **Goods eligibility and conformity to tender documents**

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

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the price schedule of the country of origin of the goods and services offered.

## 2.15 **Validity of tenders**

2.15.1 Tenders shall remain valid for one year renewable based on satisfactory performance and mutual expressed agreement. A tender valid for a shorter period shall be considered non responsive and will be rejected.

2.15.2 In exceptional circumstances, kasneb may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and signing of the tender**

2.16.1 kasneb shall prepare one copy of the tender. The tenderer shall submit the tender in two copies. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and the copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## 2.17 **Sealing and marking of tenders**

2.17.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in a plain outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Chairman, Tender Committee, kasneb, P. O. Box 41362-00100 NAIROBI.

(b) Bear the tender number and name.

- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, kasneb will assume no responsibility for the tender's misplacement or premature opening.
- 2.18 Deadline for submission of tenders**
- 2.18.1 Tenders must be deposited in the Tender box placed at the reception hall of kasneb, or be sent so as to be received at kasneb on or before the closing date and time on **Tuesday, 28 May 2019 at 11.00 A.M.**
- 2.18.2 kasneb may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of kasneb and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.19 Modification and withdrawal of tenders**
- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by kasneb prior to the deadline prescribed for submission of tenders.
- 2.19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 kasneb may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 kasneb shall give prompt notice of the termination to the tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any tenderer.



## 2.20 **Opening of tenders**

2.20.1 The tenders will be opened immediately after the closing date and time on **Tuesday, 28 May 2019 at 11.00 A.M.** in the kasneb Conference room in the presence of tenderers' representatives present.

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

2.20.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as kasneb, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 kasneb will record proceedings of the tender opening.

## 2.21 **Clarification of tenders**

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

2.21.2 Any effort by the tenderer to influence the members of staff of kasneb in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.22 **Preliminary examination**

2.22.1 kasneb will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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

2.22.3 kasneb 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 kasneb 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. kasneb's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## 2.23 **Evaluation and comparison of tenders**

2.23.1 kasneb will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.23.2 The tender evaluation committee shall evaluate the tender within thirty (30) days of the validity period from the date of opening the tender.

2.23.3 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 referral to the Public Procurement Oversight Authority for purposes of debarment from participating in future public procurement.

## 2.24 **Preference**

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

## 2.25 **Contacting the procuring entity**

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

2.25.2 Any effort by a tenderer to influence the members of staff of kasneb in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## 2.26 **Award of Contract**

### 2.26.1 **Award criteria**

kasneb 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.

### 2.26.2 **kasneb's right to vary quantities**

kasneb reserves the right, at the time of contract award, to increase or decrease the quantity of goods and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

### 2.26.3 **kasneb's right to accept or reject any or all tenders**

kasneb 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 action.

## 2.27 **Notification of award**

- 2.27.2 Prior to the expiration of the period of tender validity, kasneb will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.3 The notification of award, acceptance of the award and submission of 2% performance security will constitute the formation of the Contract.
- 2.27.4 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.28, kasneb will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.
- 2.27.5 If you do not receive any official communication **within 90 days** after the tenders closing date and time of **Tuesday, 28 May 2019 at 11.00 A.M.** kindly consider that your tender application was unsuccessful.

## 2.28 **Signing of Contract**

- 2.28.2 At the same time as kasneb notifies the successful tenderer that its tender has been accepted, kasneb will send the tenderer the Contract form provided in the tender documents, incorporating all agreements between the parties.
- 2.28.3 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award unless there is an administrative review request.
- 2.28.4 Within thirty (30) days of receipt of the contract form, the successful tenderer shall sign and date the contract and return it to kasneb.

## 2.29 **Performance Security**

- 2.29.2 Within three (3) days of the receipt of notification of award, the successful tenderer shall furnish the letter of acceptance of the tender award accompanied by the 2% performance security in accordance with the conditions of contract, in the performance security form provided in the tender documents, or in any other form acceptable to kasneb.
- 2.29.3 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event kasneb may make the award to the next lowest evaluated candidate or call for new tenders.

## 2.30 **Corrupt or fraudulent practices**

- 2.30.1 kasneb requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

2.30.2 kasneb will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya by the Public Procurement Oversight Authority.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- (a) **“The contract”** means the agreement entered into between kasneb and the tenderer, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The contract price”** means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.
- (c) **“The goods”** means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to kasneb under the contract.
- (d) **“The tenderer”** means the individual or firm supplying the goods under this contract.

### 3.2 Application

These general conditions shall apply in all contracts made by kasneb for the procurement of goods and services.

### 3.3 Country of origin

3.3.1 For purposes of this clause, **“origin”** means the place where the goods were mined, grown or produced.

3.3.2 The origin of goods and services is distinct from the nationality of the tenderer.

### 3.4 Standards

3.4.1 The goods supplied under this contract shall conform to the standards mentioned in the specifications.

### 3.5 Use of contract documents and information

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

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

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

### 3.6 **Patent rights**

3.6.1 The tenderer shall indemnify kasneb against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by kasneb.

### 3.7 **Performance security**

Within three (3) days of receipt of the notification of contract award, the successful tenderer shall furnish to kasneb the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to kasneb.

3.7.1 The proceeds of the performance security shall be payable to kasneb as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.

3.7.2 The performance security shall be denominated in the currency of the contract.

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

### 3.8 **Inspection and tests**

3.8.1 kasneb shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications. kasneb shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to kasneb.

3.8.3 Should any inspected or tested goods fail to conform to the specifications, kasneb may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to kasneb.

3.8.4 kasneb's right to inspect, test and where necessary, reject the goods after the goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by kasneb prior to the good's delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this contract.

### 3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

### 3.10 **Delivery and documents**

Delivery of the goods shall be made by the tenderer in accordance with the terms specified by kasneb in its schedule of requirements and the special conditions of contract.

### 3.11 **Insurance**

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

### 3.12 **Payment**

The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.

3.12.1 Payments shall be made promptly by kasneb as specified in the contract.

### 3.13 **Prices**

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

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

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

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

### 3.14. **Assignment**

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

### 3.14 **Subcontracts**

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

### 3.15 **Termination for default**

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

- (a) If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by kasneb.
- (b) If the tenderer fails to deliver the goods in the specified quality.
- (c) If the tenderer fails to perform any other obligation(s) under the contract.
- (d) If the tenderer, in the judgment of kasneb, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### 3.16 **Blacklisting for default**

In addition to 3.15 above kasneb may, at its discretion, blacklist the tenderer for breach of contract.

### 3.17 **Resolution of disputes**

3.17.1 kasneb and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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

### 3.18 **Language and law**

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

### 3.19 **Force majeure**

The tenderer 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.



## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **4.0 Order quantity**

- 4.1.1 Quantity of items indicated in this tender are the estimated annual requirements of kasneb.
- 4.1.2 Actual order quantities will be indicated in the Local Purchase Order (**LPO**) at the time of placing the orders.
- 4.1.3 The orders shall be placed **as and when required** during the one year contract period.
- 4.1.4 All goods and services must be delivered against a written and authorized LPO. Goods and services delivered with no such LPO will be delivered at the tenderers' risk.

### **4.2 Prices**

- 4.2.1 Prices shall be quoted in Kenya shillings and shall remain fixed for the whole of the one year contract period.
- 4.2.2 Suppliers will be required to provide separately the rate charged per kilometer for Four Wheel drive vehicles if different from the standard front/rear drive vehicles.
- 4.2.3 kasneb shall **ONLY** consider the Prices/Rates stated in the format provided in the specifications and Price schedules (**Annex 1**). Any price(s)/Rate(s) not provided in the format indicated in the tables shall **NOT** be considered.

### **4.3 Delivery schedule**

- 4.3.1 Details of the delivery schedule shall be provided by kasneb at the time of issuance of the LPO.
- 4.3.2 The approximate total distance is 7,500 km spread in routes within the forty seven (47) counties of the Republic of Kenya
- 4.3.3 Depending on the type of activity being undertaken a trip could take between 3 days to 2 weeks within various counties in the country.
- 4.3.4 The estimated number of vehicles per trip is approximately four (4). However, the number of vehicles required may vary either upwards or downwards depending on the nature of the activity to be undertaken.

### **4.4 Vehicles Condition**

- 4.4.1 Vehicles provided shall not be more than five (5) years from date of manufacture, shall have Comprehensive Insurance cover, radio facilities, be in good working condition, able to travel for long distances and withstand rough terrain.
- 4.4.2 Suppliers shall be required to avail the vehicles for Inspection before embarking on a trip. Vehicles that do not conform to quality specifications shall be rejected and the supplier requested to withdraw the vehicles and replace them with acceptable ones.

#### 4.5 Drivers

4.5.1 The tenderer shall provide competent drivers of high integrity, clean and mature. Drivers will be required to refrain from drinking or use of drugs during the execution of their duties.

The drivers shall be required to have valid driving licenses and Certificate of good Conduct.

4.5.2 The tenderer will be required to provide drivers who will **NOT** abandon kasneb Stakeholders in the field. Abandonment of kasneb stakeholders in the field will result to **immediate cancellation of the order** and **BLACKLISTING** of the firm.

#### 4.6 Payment

The supplier shall issue kasneb with an invoice after successful delivery of an order in full and kasneb shall pay the invoice value within fourteen (14) days of the invoice receipt.

#### 4.7 Contract duration

The duration of this contract shall be one (1) year renewable based on satisfactory performance and mutual expressed agreement.

**Note:**

Please ensure your submitted tender documents are serialised/paged.

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

**As per Annex 1.**

**SECTION VI: SPECIFICATIONS AND PRICE SCHEDULE FOR GOODS**

*(Please ensure that the specifications and price schedule form is duly filled, stamped and signed by your authorised representative)*

**As per Annex 1.**

## SECTION VII - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tenderer shall provide the tender security either in the form provided herein or in another format acceptable to kasneb.
4. Contract Form - The Contract form shall not be completed by the tenderer at the time of submitting the tender. The Contract form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity **(Not Applicable)**.
6. Manufacturers Authorization Form - When required by the Tender documents, this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent **(Not Applicable)**.
7. Anti Corruption Declaration Form - When required by the Tender documents, this form must be completed and submitted with the tender documents.
8. CR 12 Form

7.1 **FORM OF TENDER**

Date: ----- 2019  
Tender No. KAS/4/2019/2020  
**Provision of Executive Passenger Transport services**

To: The Secretary and Chief Executive  
kasneb,  
kasneb Towers, Hospital Road, Upper Hill,  
P. O. Box 41362-00100  
NAIROBI

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. \_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide \_\_\_\_\_ in conformity with the said tender documents for the sum of \_\_\_\_\_ (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the contract price for the due performance of the contract in the format prescribed by kasneb

2.10.7 We agree to abide by this tender for a period of **one (1) year renewable based on satisfactory performance and mutual expressed agreement** 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 signing of the contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(in the capacity of)

Duly authorised to sign tender for and on behalf of \_\_\_\_\_

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

A tenderer who gives false information will be disqualified.

### Part 1 – General:

Business Name-----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No. -----

Street/Road-----

Postal Address-----

Tel.no-----

Fax number -----

Nature of Business-----

Current Trade Licence No. -----Expiry date-----

PIN No. ----- VAT No. -----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh.-----

Name of your bankers -----

Branch -----

### Part 2 (a) – Sole Proprietor

Your name in full -----

Nationality; (State whether Kenyan or Non Kenyan -----

### Part 2(b) – Partnership:

Give names of partners as follows:

1 -----

2 -----

3 -----

4 -----

**Part 2(c) – Registered Company**

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality (State whether Kenyan or Non –Kenyan).
1	-----	
2	-----	
3	-----	
4	-----	
5	-----	

Signed ----- Date -----  
**(Authorised signatory of the firm)**



### 7.3 TENDER SECURITY DECLARATION FORM

[The Bidder shall complete this form in accordance with the instructions indicated]

Date: ----- 2019

Tender No. KAS/4/2019/2020

**Provision of Executive Passenger Transport services**

To: **The Chief Executive Officer,  
kasneb,  
kasneb Towers, Hospital Road, Upper Hill,  
P. O. Box 41362-00100,  
NAIROBI.**

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by Bid Security- Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with kasneb for the period of time of..... starting on ....., if we are in breach of our obligation(s) under the bid conditions, because we-
  - (a) have withdrawn our bid during the period of bid validity specified by us in the bidding data sheet; or
  - (b) having been notified of the acceptance of our bid by kasneb during the period of bid validity,
    - (i) fail or refuse to execute the contract, if required, or
    - (ii) fail or refuse to furnish performance security, in accordance with the requirements outlined in the tender document
3. We understand that this Bid Security Declaration shall expire if we are not the successful bidder, upon the earlier of:
  - (i) Our receipt of a copy of your notification of the name of the successful bidder; or
  - (ii) Twenty eight days after the expiration of our tender.
4. We understand that if we are a joint venture, Bid Security Declaration must be in the name of the joint venture that submits the bid, and the joint venture has not been legally constituted at the time of the bidding, the Bid Security Declaration shall be in the names of all future partners as named in the letter of intent.

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

**Name:** [insert complete name of person signing the Bid Security Declaration]

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

Dated on.....day of.....[insert date of signing]

**7.4 CONTRACT FORM**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between kasneb of P. O. Box 41362-00100 NAIROBI of the one part and \_\_\_\_\_ (name of tenderer) of P. O. Box..... (City and country of tenderer) hereinafter called “the tenderer”) of the other part;

WHEREAS kasneb invited tenders for provision of \_\_\_\_\_ and has accepted a tender by the tenderer for the provision of the services of \_\_\_\_\_ in the sum of \_\_\_\_\_ (contract price in words and figures) (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

**Signed:**

**For kasneb**

**For Tenderer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**In the presence of:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**7.5 ANT- CORRUPTION DECLARATION FORM**

Date .....

To .....

.....

.....

The Tenderer i.e. (name and Address)

.....

.....declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....  
Name

.....  
Signature

.....  
Date

(To be signed by authorized representative and officially stamped).

## **ANNEX 1: SPECIFICATIONS AND PRICE SCHEDULE**

**As per attached schedule**