



**TENDER FOR
PROVISION OF AIR TRAVEL AGENCY AND
RELATED SERVICES
TENDER NO: CA/PROC/OT/17/2015-2016**

**The Secretary
Tender Committee
Communications Authority of Kenya
P.O. Box 14448 Nairobi 00800
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SECTION I –INVITATION TO TENDER

TENDER REF No: CA/TPROC/OT/17/2015-2014

TENDER NAME: TENDER FOR PROVISION OF AIR TRAVEL AGENCY AND RELATED SERVICES. -RESTRICTED TO WOMEN, YOUTH AND PERSONS WITH DISABILITIES.

The Communications Authority of Kenya (CA) is the regulator for the ICT industry with responsibilities in telecommunications, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources.

The Authority invites sealed tenders from eligible candidates for the provision of travel agency services for a period of **three years** from commencement date.

Interested candidates may obtain a complete tender document *Free of Charge* from Procurement office located at CA Centre 3rd floor wing A or downloaded the same from our website www.ca.go.ke or IFMIS supplier portal (<http://supplier.treasury.go.ke>). *The tender is Restricted to Women, Youth and Persons with Disabilities.*

Prices quoted should be net inclusive of all taxes. The quotation must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.

Completed tender documents in plain, sealed envelop clearly marked **CA/PROC/OT/17/2015-2016 – “TENDER FOR PROVISION OF AIR TRAVEL AGENCY AND RELATED SERVICES”** should be deposited in our tender box located on the ground floor of the CA Centre or mailed to the address below, so as to reach on or before **17th February, 2016 at 2.30 p.m.**

**The Secretary,
Tender Committee,
Communications Authority of Kenya,
P.O. Box 14448,
Nairobi 00800.
Tel: 4242000/0703-042000
Mobile: 0736 121515/ 121414
0727 531278/531279**

**E-mail: tenders@ca.go.ke
Website: www.ca.go.ke**

Tenders should be submitted in **two separate envelops** with complete technical and financial proposals clearly marked as follows:-

1. Technical Submission of tender for provision of air travel agency and related services.
2. Financial Submission of tender for provision of air travel agency and related services (**DO NOT OPEN WITH TECHNICAL PROPOSAL**)
3. The two envelopes shall be enclosed in one big envelop clearly indicated **“CA/PROC/OT/17/2015 – 2016 “tender for provision of air travel agency and related services”**.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the CA Centre’s 1st floor meeting room along Waiyaki Way.

SECTION II- INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Authority's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers 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 Authority will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of Tender Documents

- 2.3.1. The tender document comprises of documents listed below and any addenda as may be issued in accordance with clause 6 of these instructions to tender.
 - i) Instructions to Tenderers
 - ii) General Conditions of Contract
 - iii) Schedule of Requirements
 - iv) Details of Service
 - v) Form of Tender
 - vi) Price Schedules
 - vii) Contract Form
 - viii) Confidential Business Questionnaire Form
 - ix) Performance Security Form
- 2.3.2. 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 result in the rejection of such tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Authority in writing or by post, fax or email at the entity's address indicated in the invitation to tender. The Authority 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 Authority. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.
- 2.4.2. The Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Authority, at its discretion, may extend the deadline for the submission of such tenders.

2.6 Language of Tender

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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the

tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

(c)Confidential business questionnaire.

2.8 Form of Tender

2.8.1 The tenderers shall complete the form of tender and the appropriate price schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the price schedule the unit prices, where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated in the price schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

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

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to clause 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Authority satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security- Not Required

2.12.1 The tenderer shall furnish, as part of its tender, a tender security in form of bank guarantee or Insurance Company approved by Public Procurement Oversight Authority (PPOA).

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non responsive.

2.13.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender document, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER"**, as appropriate. In the event of any discrepancy between the two submitted tender documents, 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, a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY"**. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to the Authority at the address given in the invitation to tender.

(b) Bear the tender number and name as indicated in the in the invitation to tender above and the words: **"DO NOT OPEN BEFORE (17th February, 2016 at 2.30 p.m),"**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Authority 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 Authority at the address specified under paragraph 2.15.2 no later than **17th February 2016**

2.16.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Authority 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 Authority as provided for in the appendix.

2.17 **Modification and Withdrawal of Tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person or entity for the termination.

2.17.6 The Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, at **2.30 p.m on 17th February, 2016** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Authority will prepare minutes of the tender opening, which will be submitted to the tenderers that signed the tender opening register and will have made the request for such information.

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders, the Authority may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Authority in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' documents.

Comparison or contract award decisions may result in the rejection of the tenderers' documents.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are, generally, in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the tenderer does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Authority may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one that conforms to all the terms and conditions of the tender documents without material deviations. The Authority'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 Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a Single Currency

2.21.1 Where other currencies are used, the Authority will convert those currencies to Kenya shillings using the selling exchange rate as provided by the Central Bank of Kenya on the date of tender closing.

2.22 Evaluation and Comparison of Tenders.

2.22.1 The Authority will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Authority's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender.

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan

The Authority requires that the services under the Invitation for Tenders shall be offered at the regions specified in the Schedule of Requirements. Tenders offering less regional services will be treated as non-responsive and rejected.

(b) Deviation in Payment Schedule

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

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

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

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

2.23. Contacting the Authority

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

2.24 Award of Contract

a) Post Qualification

2.24.1 In the absence of pre-qualification, the Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Authority 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 Authority will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Authority will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Authority 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 Authority's action. If the Authority determines that none of the tenderers is responsive, it shall notify each tenderer who submitted a tender.

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

2.25 Notification of Award

2.25.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Authority pursuant to clause 2.29. Simultaneously, the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing the performance security pursuant to paragraph 31, the Authority will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of draft Contract, the successful tenderer shall sign and date the contract and return it to the Authority.

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

2.27 Performance Security

2.27.1 Prior to signing of contract, the successful tenderer shall furnish the performance security of **Kshs 100,000** in form of bank guarantee.

2.27.2 Failure of the successful tenderer to comply with the requirements 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 case the Authority may extend the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Authority requires that tenderers observe the highest standards of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III-GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The Contract” means the agreement entered into between the Authority and the tenderer as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The Services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Authority under the Contract.
- d) “The Authority” means the organization sourcing for the services under this Contract.
- e) “The Contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that provisions of other parts of the contract do not supersede them.

3.3 Standards

- 3.3.1 The services provided under this contract shall conform to the 7 standards mentioned in the schedule of requirements

3.5 Patent Rights

The tenderer shall indemnify the Authority 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

Prior to signing of contract, the successful tenderer shall furnish to the Authority the performance security in form of bank guarantee of **Kshs 100,000**.

- 3.6.2 The proceeds of the performance security shall be payable to the Authority 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 Authority and shall be in the form of bank guarantee.
- 3.6.4 The performance security will be discharged by the Authority and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Authority or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing, in a timely manner, the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 3.7.3 Should any inspected or tested services fail to conform to the specifications, the Authority may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Authority.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this contract.

3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be on monthly basis on provision of services and submission of invoice.

3.9 Prices

Prices charged by the contractor for services performed under the contract shall not, with the exception of any price adjustments if authorized, vary from the prices by the tenderer in its tender or in the Authority's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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

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

In the event the Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Authority for any excess costs for such similar services.

3.12 Termination of Insolvency

The Authority 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.

3.13 Termination for Convenience

- 3.13.1 The Authority by written notice sent to the tenderer 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 Authority's convenience, the extent to which performance of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Authority may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

The Authority and the contractor shall make every effort to resolve, amicably by direct informal, negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve, amicably, a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the contract.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, by fax or E-mail and confirmed in writing to the other party's address as specified in the tender.

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

SECTION IV - EVALUATION CRITERIA

Mandatory Requirement

The evaluation shall be on the basis of pass/fail process for all the parameters listed below:

No	Requirement	Yes/No
1	Demonstration of membership to the International Air Transport Association (IATA) (Attach valid certificate)	
2	Demonstration of membership in the Kenya Association of Travel Agents (KATA) (attach valid certificate)	
3	Must submit Certificate from Ministry of Finance showing ownership as being that of Women, Youth or Disable (AGPO).	
4	Submit a CR12 form/certificate of registration or partnership deed showing the shareholders of the firm or a list of Directors of shareholders or a sworn affidavit of the Directors of the company.	
5	Valid and Current Tax Compliance Certificate from KRA.	

NB: Firms not meeting any of the mandatory requirements mentioned above will not be considered to proceed to the next step of technical evaluation.

Technical Evaluation

The firms that qualify or meet all the mandatory requirements will be considered at the technical evaluation stage using the following criteria:

No	Minimum requirements	Weighting
1.	Experience of the firm related to the assignment (To be verified from submitted reference and company profiles). Firms Must submit references from two corporate clients detailing contacts. Such references must be clients that the firm has had a relationship with for a minimum of two years. Bidders shall also provide information on contract values and a description of the service performed.	35
2.	Qualifications of the key staff; Firms are required to state the title, agreed job description, minimum qualification and estimated period of engagement of each of the Key personnel.	35
3.	Must demonstrate financial capability in carrying out the services with an average annual turnover of at least Kshs 100 million. Attach audited financial statements for three years (2012, 2013, 2014).	10
4.	A detailed methodology statement for the provision of the services as well as a demonstration of the ability to provide cost effective travel agency service to the Authority.	20
Total		100

NB: Firms should score 75% and above to qualify for the next step of financial evaluation. The lowest evaluated bid will be considered for award of the contract.

It should be noted that two (2) firms would be selected, upon successful evaluation of all submitted tender documents, for provision of these services.

Financial Evaluation.

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

a) Ticketing Transaction Fees (Commission)

Service	Amount in Kshs		Amount in Kshs	Amount in Kshs
	Economy		Business Class	1 st class
Domestic Tickets (Irrespective of sectors)				
Regional Tickets (East Africa)				
Regional Ticket Booking per ticket for single sector.				
Regional Ticket Booking per ticket for up to four sectors.				
Regional Ticket Booking per ticket above four sectors.				
Tickets for Rest of Africa				
Ticket Booking to Rest of Africa for single sector.				
Ticket Booking to Rest of Africa for up to four sectors.				
Ticket Booking to rest of Africa for more than four sectors.				
International Tickets				
International Ticket Booking per ticket for one sector.				
International Ticket Booking per ticket for up to four sectors.				
International Ticket Booking per ticket for more than four sectors.				

b) Air Travel Related Transactional Fees

Service	Amount in USD	Amount in KSHS
Internet bookings charges.		
Change of reservation charges.		

Ticket cancellation charges.		
Ticket re-issue charges.		
Standard visa processing.		
Ticket re-confirmation charges.		
Charges for assistance with airport transfers.		
Charges for assistance with award of ticket applications on air miles.		

b) Transactional Fees for Other Related Services

Service	Amount in USD	Amount in KSHS
Airport transfer service (local)		
Up to 10 KM		
Up to 20 KM		
Up to 30 KM		
Over 30 KM		
Charges for assistance with hotel reservations (within Kenya).		
Charges for assistance with hotel reservations (Outside Kenya).		
Car/Van/Bus Hire Services (all costs must be of vehicles not more than five years old)		
Saloon Car Hire Cost per KM - Indicate type of car, capacity and cc.		
Van Hire Cost per KM - Indicate type of van, capacity and cc.		
Bus Hire Cost per KM - Indicate type of bus, capacity and cc.		
Tour Services Charges for tour arrangements.		

SECTION VI – TERMS OF REFERENCE AND SCOPE OF SERVICES

The Communications Authority of Kenya wishes to engage the services of at least two (2) travel agents for provision of Air Travel arrangements. Upon qualification, the agents will be required to submit quotations to the Authority for comparison before award of the service is granted. It is envisaged that the agent shall liaise with the Airlines for obtaining tickets for the Authority's staff. The agent shall equally be required to:

1. Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international for the Authority, and transmitted to the Authority's designated contact (s).
2. Advise the Authority on flight schedules and changes.
3. Advise the Authority on the available flights for the requested bookings taking into consideration the most cost effective routes with the associated connections, most convenient routes and low priced flights, as per the class advised by the Authority.
4. Offer reasonable credit periods to the Authority, at least 60 days.
5. Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services.
6. Take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within 5 hours of the request.
7. Offer hassle-free domestic and international travel transfer services
8. Negotiate for "Best fare on the Day" such as the lowest fare made available by an Airline for the day of travel.
9. Use the preferred airline Kenya Airway; this would lead to maximum savings by ensuring that agency obtains the best fare on the day.
10. Submit monthly MSI reports/reviews to the Authority in a format that includes the tickets issued, routes, officers ticketed, cost of ticket by the agency, the airline charges and the variances including the reasons for the variances between the agency and the airline charges format will be agreed on during negotiation.
11. Advise and submit the corporate discounts, air miles etc.
12. Advise on Immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by the Authority.
13. Advice on the reliability, security and safety records of airlines.
14. Processing of visas on behalf of Authority staff upon request where personal appearance before visa issuing officer is not obligatory.

SECTION VII - STANDARD FORMS

1. Form of Tender
2. Confidential Business Questionnaire Form
3. Performance Bank Guarantee
4. Contract Form
5. Referees and evidence of previous assignment
6. Qualifications of the key staff

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Authority]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, we, the undersigned, offer to provide *[Air Travel Agency Services]* in conformity with the said tender documents for the sum of *[total tender amount in words and figures]* or such other sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.
2. We undertake, if our tender is accepted, to provide the services in accordance with the services schedule specified in the schedule of requirements.
3. If our tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the contract, in the form prescribed by (the Authority).
4. We agree to abide by this tender for a period of *[number]* days from the date fixed for tender opening in the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between the two parties.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1: General

Business Name

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel No.Fax Email

Nature of Business

Registration Certificate No.

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

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of origin.....

Citizenship details
.....

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Give details of all Directors as follows:

Name	Nationality	Citizenship details	Shares
1.
2.
3.
4.

Date.....Signature of Candidate.....

PERFORMANCE BANK GUARANTEE

(To be on the letterhead of the Bank)

To: Communications Authority of Kenya
Waiyaki Way
P.O. Box 14448-00800
Nairobi Kenya

WHEREAS _____ [*name of Contractor*]
(hereinafter called “the Contractor”) has undertaken, in pursuance of ContractNo. _____ dated _____ 2016 to provide _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum of **Kshs 100,000** specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of

_____ (words) _____ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

The guarantee is valid until the _____ day of _____ 2016.

Signature and seal of the Guarantors

[name of bank]

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____ 2016 between **Communications Authority of Kenya** (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Contractor”) of

the

Other part:

WHEREAS the Employer invited tenders for certain goods and ancillary services, viz provision of Air Travel Agency Travel Agency Services and has accepted a tender by the supplier for the provision of the services in the sum of

_____ (words) _____ [figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) The schedule of Requirements;
 - (c) The General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (e) The Employer’s Notification of Award and Contractors letter of Acceptance.
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services, 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.
5. The contractor undertakes to perform the services with the highest standards of proficiency and ethical competence and integrity.

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

SIGNED FOR AND ON BEHALF OF THE COMMUNICATIONS AUTHORITY OF KENYA

DIRECTOR-GENERAL)
)
In the presence of:)
)
)
)
)

AUTHORITY SECRETARY)

SIGNED FOR AND ON BEHALF OF

DIRECTOR)
)
)
)
)
In the presence of:)
)
)

SECRETARY)
)
)

REFERENCES AND EVIDENCE OF PREVIOUS ASSIGNMENTS

The format below is applicable for submission of information on services provided to corporate clients/entities of association only where legally contracted. The information must be accompanied by the relevant references from the respective clients.

Name of the assignment	Country of Service
Name of Client	Contact of Person Responsible for the Service at the Client
Address of Client	Duration of assignment (indicate start and end date)
Nature of Business undertaken by Client	Narrative Description of Service Performed /Provided
Value of contract Per Year	

QUALIFICATIONS OF THE KEY STAFF CV FORMAT

Name of Staff

Title

Profession

Date of Birth

Years of Service at the Firm (include Date of First Engagement and Period of Contract)

Nationality

Membership in Professional Organizations

Job Description

Key Qualifications, Education and Professional Certification of Staff

Experience and employment record of staff including other organizations where the staff has worked, positions held and locations.

I, the undersigned, certify that the data provided is a correct description of my job profile, qualifications and experience.

Full Name of staff member

Signature

Full Name of authorized representative of firm

Signature

Date
