

# COMMUNICATIONS AUTHORITY OF KENYA



**TENDER FOR  
PROVISION OF CAR HIRE SERVICES FOR  
YEAR 2015-2017  
TENDER NO: CA/PROC/OT/10/2015-2016**

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Website: [www.ca.go.ke](http://www.ca.go.ke)**

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## **SECTION I – INVITATION TO TENDER**

**TENDER REF No: CA/PROC/OT10/2015-2016**

### **TENDER NAME: TENDER FOR PROVISION OF CAR HIRE SERVICES**

- 1.1 The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for the provision of Car Hire services for a period of **two years** from commencement date.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Unit Communications Authority of Kenya along Waiyaki Way during normal working hours.
- 1.3 Complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of Kshs. 1,000 in cash or bankers cheque payable to CA. There is no price charged for the tender document downloaded from The National Treasury website (<http://supplier.treasury.go.ke>).
- 1.4 The Bid security of **Ksh.50, 000. 00** must be in form of Bank Guarantee from a reputable bank or Insurance Bond from Insurance Company approved by Public Procurement Oversight Authority and shall remain valid for period of (120) days from the closing date of the tender.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (120) days from the closing date of the tender.
- 1.6 Completed tender documents in plain, sealed envelop clearly marked **CA/PROC/OT/10/2015-2016 – “PROVISION OF CAR HIRE 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 **12<sup>th</sup> August, 2015 at 2.30 p.m.**

**The Secretary**  
**Tender Committee**  
**Communications Authority of Kenya**  
**P.O. Box 14448 Nairobi 00800**  
**Tel: 4242000/0703-0420000**  
**Mobile: 0736 121515/ 121414**  
**0727 531278/531279**  
**Email: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)**  
**Website: [www.ca.go.ke](http://www.ca.go.ke)**

- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at CA Centre at the 1<sup>st</sup> floor meeting room.

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their 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 shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The Shall not be any charge for the tender document shall
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form

- ix) Confidential business questionnaire form
- x) 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 be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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) Tender security furnished is in accordance with Clause 2.12
- (d) 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 on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed during the contracts period
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

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

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

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

## **2.12 Tender Security- Kshs 50,000 valid for 120 days**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.5 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

2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 The tender security may be forfeited:

- a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.26. **or**
  - (ii) To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A

tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

## **2.14 Format and Signing of Tender**

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

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

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

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

- (a) Be addressed to the Procuring entity at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 12<sup>th</sup> August, 2015 at 2.30 p.m."**

2.15.2 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".

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 in the appendix to instructions to tenderers no later than **12<sup>th</sup> August 2015 at 2.30 p.m.**

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 5, in which case



all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, post marked 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 2.12.8.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders at **2.30 p.m. on 12<sup>th</sup> August 2015** and in the location specified in the invitation to tender.

## **2.19 Clarification of tenders**

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

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the Contents of the tender itself without recourse to extrinsic evidence
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

### **(a) *Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

### **(b) *Deviation in payment schedule.***

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

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

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

(a)

Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b)

Legal capacity to enter into a contract for procurement

(c)

Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instruction to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>Firms Offering Car Hire Services and Registered in Kenya.</b>
2.2.2	Price to be charged for tender documents. There is no price charged for the tender document downloaded from The National Treasury website ( <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> ).
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>Please see Mandatory requirements on 2.22 below.</b>
2.12.1	Particulars of tender security if applicable. <b>Not Applicable</b>
2.12.4	Form of Tender Security: <b>Not Applicable.</b>
2.13	Validity of <b>Tenders120 days after date of Tender Opening.</b>
2.14.1	Copies of Tender Documents to be submitted: <b>One original</b>
2.16.3	Bulky Tenders that will not fit in the tender box shall be delivered to the CA Centre 3 <sup>rd</sup> floor - Procurement Office

### Evaluation and comparison of Tenders:

The following evaluation criteria below shall be applied not withstanding any other requirement in the tender documents.

**SECTION III TECHNICAL SPECIFICATIONS**  
**TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Determination of Responsiveness
2. Technical Examination
3. Financial Evaluation.

**STAGE 1- DETERMINATION OF RESPONSIVENESS**

**A) PRELIMINARY EXAMINATION**

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to tender and any other conditions stated in the bid document.

Evaluation will be done basing on the following parameters:

<b>No</b>	<b>Description of requirement</b>	<b>Pass</b>	<b>Fail</b>
1.	Certificate of registration/Incorporation		
2.	Valid Tax Compliance Certificate.		
3.	The Bid Bond of Kshs 50,000.00 must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Oversight Authority (PPOA) and <b>valid</b> for 120 days		
4.	Duly filled and signed Confidential Business Questionnaire		
5.	Valid PSV Licenses for a fleet of vehicles owned by the firm (Attach the long books for each for documentary evidence)		
6.	Provision of a Sworn Anti-Corruption Affidavit;		
7.	Audited accounts for the last 3 years (2011, 2012 and 2013).		
8.	Comprehensive Insurance Policy for the fleet of cabs (Attach policy documents for each as documentary evidence)		
9.	Duly filled and Signed Form of Tender		

**The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further**

**B) TECHNICAL EVALUATION**

Firms that qualify at the Mandatory evaluation shall be evaluated on their capability to offer the services required using the evaluation criteria below:-



**LOT 1:) Provision of Car Hire Services (Saloon and Vans)**

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max. Score %</b>
T1	Experience in providing Taxi cab services ( <b>Saloon and Vans</b> )	<ul style="list-style-type: none"> <li>○ With over 5 years relevant experience----- 20</li> <li>○ With over 3 years relevant experience -----12</li> <li>○ With under 3 years relevant experience -----5</li> </ul>	<b>20</b>
T2	Firms must have at least three Base stations within Nairobi, at least two base stations in Kisumu, Eldoret and Mombasa	<ul style="list-style-type: none"> <li>○ At least two stations in Nairobi</li> <li>○ At least two stations in Kisumu, Eldoret and Mombasa</li> </ul>	<b>7</b>
T3	Firms Must submit references from three corporate clients detailing contacts. <b>(5 Marks)</b> Such references must be clients that the firm has had a relationship with for a minimum of three years. Bidders shall also provide information on contract values and a description of the service performed. <b>(15 Marks)</b> <b>(Submission of the information must be in the Client Reference format provided for in the tender document)- under SECTION VII - STANDARD FORMS</b>	<ul style="list-style-type: none"> <li>○ List of five clients and above----- 1 each</li> <li>○ Reference letters ----- 2 each</li> <li>○ Description of contract and stating contract value -----5 marks</li> </ul>	<b>20</b>
T4	Capacity of fleet size- Saloons & vans	Saloons - 15 and above ..... 10 Marks Vans- 8 and above..... 3 Marks	<b>13</b>
	<i>(Firms are requested to provide evidence of ownership/lease agreement of the vehicle)</i>	Duly Certified copies of evidence of ownership/lease agreement	<b>10</b>
T5	Describe how you will provide the services- Capacity of the company to deploy the vehicles to the cities and other towns and mode of management. Indicate the no. of vehicles deployed to each city.	The services should include branches in Nairobi, Mombasa and Kisumu. The firm should demonstrate on how they intend to cover Eldoret town	<b>15</b>

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max. Score %</b>
T6	Qualification and training of the drivers and other staff (Drivers etc.) and how you will be expected to manage the contract.	<ul style="list-style-type: none"> <li>○ Provide list of proposed drivers (attach certified copies of their driving licenses and certificates of good conduct)</li> </ul>	<b>10</b>
T7	Safety of services -Provide documentary evidence that the vehicles are comprehensively insured with the cost of the premiums paid for the vehicles for each policy	<b>Health and Safety Plan</b> Provided -----10 Not provided -----0	<b>5</b>
	<b>Total</b>		<b>100%</b>

**LOT 2:) Provision of Car Hire Services – Utility Vehicles (Limousines, Land Cruisers, Buses and Minibuses)**

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max. Score %</b>
T1	Experience in providing Lot 2 services	<ul style="list-style-type: none"> <li>○ With over 5 years relevant experience----- 20</li> <li>○ With over 3 years relevant experience -----12</li> <li>○ With under 3 years relevant experience -----5</li> </ul>	<b>20</b>
T2	Firms Must submit references from three corporate clients detailing contacts. <b>(5 Marks)</b> Such references must be clients that the firm has had a relationship with for a minimum of three years. Bidders shall also provide information on contract values and a description of the service performed. <b>(15 Marks)</b> <b>(Submission of the information must be in the Client Reference format provided for in the tender document)- under SECTION VII - STANDARD FORMS</b>	<ul style="list-style-type: none"> <li>○ List of five clients and above----- 1 each</li> <li>○ Reference letters from at least five clients----- 2 each</li> <li>○ Description of contract and stating contract value -----5 marks</li> </ul>	<b>20</b>

T3	Capacity of fleet size- Utility vehicles (e.g. Land cruisers), limousines etc.  <i>(Firms are requested to provide evidence of ownership/lease agreement of the vehicle)</i>	Buses/Minibuses -----5 Marks	<b>20</b>
		Utility vehicles (e.g. Land cruiser Prado, Land Cruiser hard Top etc.)..... 5 Marks	
		Limousines.....7 Marks	
		Duly Certified copies of evidence of ownership/lease agreement	<b>10</b>
T4	Describe how you will provide the services- Capacity of the company to deploy the vehicles to the cities and other towns and mode of management. Indicate the no. of vehicles deployed to each city.	The services should include branches in Nairobi, Mombasa and Kisumu. The firm should demonstrate on how they intend to cover Eldoret town.	<b>10</b>
	Qualification and training of the drivers and other staff (Drivers etc.) and how you will be expected to manage the contract.	○ Provide list of proposed drivers (attach certified copies of their driving licenses and certificates of good conduct)	<b>15</b>
T5	Safety of services -Provide documentary evidence that the vehicles are comprehensively insured with the cost of the premiums paid for the vehicles for each policy	<b>Health and Safety Plan</b> Provided -----10 Not provided -----0	<b>5</b>
<b>Total</b>			<b>100%</b>

Any firm scoring 75% above out of 100 in each Lot will proceed to the financial evaluation stage.

### Financial evaluation

Bidders who will have passed the technical stage under Lot 1 and Lot 2 and have submitted the lowest rates inclusive of taxes in total will be awarded the tender.

**The format for submitting the financial proposal for provision of Car Hire Services to the Authority should be as follows:**

Category	Description	Approximate Distance Costing in Kshs				
	Fleet Size	0-10Km	11-50 Km	51-100Km	½ day disposal	Full day Disposal
LOT 1	Saloon					
	Vans					
LOT 2	Limousines e.g. Mercedes class C & Class E, BMWs					
	Buses ( <i>Indicate sitting capacity</i> )					
	Minibuses ( <i>indicate sitting capacity</i> )					
	Utility vehicles (e.g. Land cruisers Hard Top and Land cruiser Prado					

**Note: Indicate waiting time in Hrs.**

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## SECTION IV 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 part of 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 Right’s

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

Within thirty (30) days of receipt of the notification of Contract award, 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, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the 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 specified in SCC

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the 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 the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Authority.

### **3.13 Termination for convenience**

- 3.13.1 The Authority 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 Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the 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's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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



**SECTION V-PRICE SCHEDULE**

**PRICE SCHEDULE OF SERVICES**

Category	Description	Approximate Distance Costing in Kshs				
	Fleet Size	0-10Km	11-50 Km	51-100Km	½ day disposal	Full day Disposal
LOT 1	Saloon					
	Vans					
LOT 2	Limousines e.g. Mercedes class C & Class E, BMWs					
	Buses ( <i>Indicate sitting capacity</i> )					
	Minibuses ( <i>indicate sitting capacity</i> )					
	Utility vehicles (e.g. Land cruisers Hard Top and Land cruiser Prado					

**Note: Indicate waiting time in Hrs.**

Signature of tenderer \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

## **SECTION VI – TERMS OF REFERENCE AND SCOPE OF SERVICES**

The Communications Authority of Kenya wishes to engage the services of at least **two (2)** firms for provision of Car Hire Services in each Lot. Upon qualification the firms will be required to enter into a framework contract with the Authority for a period of **two years**.

The Terms of Reference and Scope of Services shall include but not be limited to the details specified herein:

1. Provision of Car Hire services to CA staff as and when required within and outside Nairobi.
2. The firm should confirm availability of the taxi services in Nairobi, Mombasa, Eldoret and Kisumu Airports.
3. Provision of Car Hire services promptly as and when required during the contract period.
4. Assign only clean and comfortable cabs with valid PSV license, and comprehensive insurance cover.
5. Assign only clean (road worthy, sober and well-behaved drivers with valid driving license and Certificate of Good Conduct.
6. Hire of Limousines- For functions hosted by the Authority
7. Hire of 29 seater Minibuses/ 9 seater vans

## **SECTION VII - STANDARD FORMS**

1. Form of tender
2. Confidential Questionnaire form
3. Contract agreement
4. Tender security form
5. Format of references

**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, wed, the undersigned, offer to provide.  
*[description.....of.....services]*  
in conformity with the said tender documents for the sum of . *[total tender amount in words*  
*and.....figures]* if rates specify  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached  
herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to 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 (Authority).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for  
tender opening of the Instructions to tenderers, and it shall remain binding upon us and may  
be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written  
acceptance thereof and your notification of award, shall constitute a binding Contract  
between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
 Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONTRACT AGREEMENT

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

WHEREAS the Authority invited tenders for certain materials and spares. Viz.....[brief description of services] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Authority’s Notification of Award.

3. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Authority 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 Authority)

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

in the presence 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 applied to your type of business.

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

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date..... Signature of Candidate.....</p>																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[name of Authority](hereinafter called “the Bank”)are bound unto.....

[name of Authority](hereinafter called “the Authority”) in the sum of .....

for which payment well and truly to be made to the said Authority, 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 Authority 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 Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**FIRM'S REFERENCES FORM**

**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity was legally contracted.

<b>Assignment Name:</b>	<b>Country</b>
Location within Country: Professional Staff provided by Your	Firm/Entity (profiles):
Name of Client: No. of Staff:	
Address:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Services (Kshs)
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_