



NATIONAL CONSTRUCTION
AUTHORITY

**PROVISION OF AIR TICKETING SERVICES
UNDER FRAMEWORK CONTRACT FOR A
PERIOD OF ONE YEAR**

*(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH
DISABILITIES- AGPO GROUP)*

TENDER REF No. NCA/T/01/2018-2019

CLOSING DATE: WEDNESDAY 29TH AUGUST, 2018 AT 11AM

AUGUST, 2018

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INTRODUCTION

The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, 2011, with the responsibility to oversee the construction industry and coordinate its development.

National Construction Authority hereinafter referred to as NCA wishes to invite bids from firms providing Air Ticketing Services for a period of one year and renewable upon satisfactory performance.

SECTION I–INVITATION TO TENDER

Date: 14th August, 2018

Tender Ref No: NCA/T/01/2018-2019

Tender Name: PROVISION OF AIR TICKETING SERVICES UNDER FRAMEWORK CONTRACT FOR A PERIOD OF ONE YEAR

- 1.1 The National Construction Authority (NCA) is a State Corporation established under the National Construction Authority Act, Cap 499A, with the responsibility to oversee the construction industry and coordinate its development.
- 1.2 The Authority invites sealed bids from special group registered under AGPO programme with **IATA** and **KATA** for the **Provision of Air Ticketing Services for a Period of One Year**.
- 1.3 The tender is strictly reserved for **Youth, Woman and Person with disability** who are registered with Ministry of Finance and have AGPO certificate.
- 1.4 Eligible and interested Bidders may obtain further information and inspect the bidding documents at Supply Chain Office situated at the National Construction Authority Headquarters on 9th floor KCB Towers, Kenya Road, Upper Hill between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunchtime between 1.00pm to 2.00pm and on public holidays.
- 1.5 A complete set of tender documents may be obtained by interested Candidates upon payment of a non-refundable fee of Kenya Shillings **1,000/= (One Thousand Shillings Only)** deposited in NCA's KCB account 1136368019 Milimani Branch.
- 1.6 The document may also be downloaded free of charge from the IFMIS suppliers' portal: supplier.treasury.go.ke and/or the National Construction Authority's website: www.nca.go.ke. Bidders who download the tender document must arrange to register with NCA the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through procurement@nca.go.ke.
- 1.7 Service charge should be inclusive of all taxes and service delivery costs, must be expressed in Kenya shillings and will remain fixed throughout the contract period i.e (1) One Year.
- 1.8 Complete paginated tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **Ninth floor, KCB Towers** or be addressed to;

**The Executive Director,
National Construction Authority
KCB Towers, 9th Floor,
Kenya Road, Upper hill
P O Box 21046 – 00100,
NAIROBI, KENYA**

so as to be received on or before **Wednesday 29th August, 2018 at 11:00 am**

- 1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **NCA Boardroom on 9th Floor KCB Towers Upper Hill**.

**Manager Supply Chain
For: Executive Director**

SECTION II–INSTRUCTIONS TO TENDERERS

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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. NCA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender pursuant to section 66 (5) 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 NCA 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 NCA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 NCA shall allow the tenderer to review the tender document free of charge before purchase.

Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - 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) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration 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.

2.3 Clarification of Documents

- 2.3.1. A prospective candidate making inquiries of the tender document may notify NCA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NCA 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 NCA. 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"
- 2.3.2. NCA 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

2.4 Amendment of documents

- 2.4.1. 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.
- 2.4.2. 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, NCA, at its discretion, may extend the deadline for the submission of tenders.

2.5 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 NCA, 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 2.8, 2.9 and 2.10 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 for contracts not exceeding one year (12 months)
- 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 NCA 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 NCA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

- 2.12.2 The tender security is required to protect NCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 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.
 - (e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NCA as non-responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful Tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by NCA.
- 2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by NCA 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 90 days or as specified in the invitation to tender after date of tender opening prescribed by NCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NCA as non-responsive.
- 2.13.2 In exceptional circumstances, NCA 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 un- amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and 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 NCA 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 Wednesday 29th August, 2018 at 11:00 am**”
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, NCA 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 NCA at the address specified under paragraph 2.15.1 (a) no later than **Wednesday 29th August, 2018 at 11:00 am**
- 2.16.2 NCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of NCA 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 NCA 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 NCA 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 no 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 NCA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 NCA 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 NCA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Wednesday 29th August, 2018 at 11:00 am** 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 NCA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 NCA 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.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders NCA 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 NCA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 NCA 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 NCA 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, NCA 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. NCA'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 NCA 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, NCA 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 NCA 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 NCA'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.***

NCA 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 NCA'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. NCA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 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 NCA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NCA 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 NCA 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, NCA 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 NCA 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 NCA 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 2.26 NCA 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 NCA 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 NCA's action. If NCA determines that none of the Tenderers is responsive; NCA 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 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 NCA 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 2.27, NCA 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 NCA notifies the successful tenderer that its tender has been accepted, NCA 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 NCA.

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 NCA, 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 NCA.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event NCA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 NCA 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 NCA 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <i>The tender is open to firms under AGPO programme, IATA and KATA Registered Air Travel & Ticketing Service providers.</i>
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase the tender document directly and free for those who download the document.
2.10	Particulars of other currencies allowed. <i>None</i>
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration/Incorporation ii) Certificate of valid tax compliance iii) VAT Certificate iv) Evidence of Air Travel and Ticketing Provider's IATA and KATA Registration.
2.12.2	Particulars of tender security if applicable. <i>None</i> require but Tender Securing Declaration Form MUST be dully filled, signed and stamped.
2.12.3	Dully filled, signed and stamped Tender Securing Declaration Form
2.13	Validity of Tenders: <i>Tenders Shall remain valid for 120 days from the date of tender opening.</i>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Unit situated at KCB Towers 9 th floor.
2.22	Evaluation Criteria is attached
2.24	Particulars of post-qualification if applicable. <i>NCA may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</i>
2.24.4	Award Criteria; Award will be made to the lowest bidder in each Lot in terms of Average Fixed Service charge outlined in the price schedule.
2.30	Particulars of performance security if applicable. The successful tenderer's tender security will be discharged upon the tenderer signing the contract. Performance security equivalent to Kshs 150,000.00 will be required from successful bidder in either of the following forms :- i. a bank guarantee; <i>or</i> ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
<i>Other's as necessary</i>	<i>Complete as necessary. None</i>

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 NCA 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 NCA under the Contract.
- d) "NCA" 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 they are not superseded by provisions of other part of contract.

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 NCA 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 NCA the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to NCA 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 NCA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.6.4 The performance security will be discharged by NCA 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 NCA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NCA 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 NCA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, NCA 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 NCA.

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 NCA'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 NCA's prior written consent.

3.10 Termination for Default

NCA 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 NCA.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of NCA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event NCA 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 NCA for any excess costs for such similar services.

3.12 Termination of insolvency

NCA may at the anytime 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 NCA.

3.13 Termination for convenience

3.13.1 NCA 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 NCA 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 NCA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

NCA'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 IV-SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the provisions of the SCC herein shall prevail over those the GCC.

Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: Performance security equivalent to Kshs. 150,000.00 in either of the following forms will be required:- i. a bank guarantee; or ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
3.7	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).
3.8	Specify price adjustments allowed. <i>None</i>
3.14	Specify resolution of disputes. In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client- National Construction Authority KCB Towers, 9 th Floor Kenya Rd, Upper Hills P.O Box 21046-00100, Nairobi, Kenya Tel: 0700021222 Email: info@nca.go.ke Bidder to indicate Name: Location: Postal address: Email: Cell phone: Office line : Website
Other's as necessary	Complete as necessary

EVALUATION CRITERIA

The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-

A) MANDATORY REQUIREMENTS

<i>No.</i>	<i>Requirements</i>	<i>Responsive or Not Responsive</i>
1.	Must Submit a copy of certificate of Registration /Incorporation	
2.	A dully filled, signed and stamped Tender Securing Declaration Form in the format provided.	
3.	Duly filled, signed and stamped Form of Tender in the format provided.	
4.	Must Submit a copy of Valid Tax Compliance certificate.	
5.	Attach copy of valid and certified Single Business Permit from County Government.	
6.	Must Fill, sign and stamp the Price Schedule in the format provided.	
7.	Must submit Evidence of IATA and KATA Registration Certificate. (<i>Attach Valid Certificate</i>)	
8.	Attach a valid and certified AGPO registration Certificate	
9.	Must submit a dully filled, signed and stamped Self-declaration Form in the format provided	
10.	Dully filled, signed and stamped Anti-Corruption Declaration Commitment /Pledge form.	
11.	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
12.	Attach audited Financial Statement for three years (2015, 2016 & 2017)	
13.	Provide one original and one copy of tender document properly bound and Paginated/serialized/numbered in a sequential manner on all pages and all attachments.	

B) TECHNICAL EVALUATION

i) Technical Specification

This will be the first stage of Technical Evaluation and will carry a total of 100%

No.	<i>Evaluation Attribute</i>	<i>Weighting Score</i>	<i>Max Score</i>	<i>Tenderers Response</i>
1.	Number of years in Air Travel and Ticketing Industry	<ul style="list-style-type: none"> • 10 years and above • Others prorated at: <u>Number of Years x 10</u> 10 	10	
2.	Provide reference letters from Government Ministries and State corporations to which the company has offered similar services in the last 3 years. <i>(Attach recommendation letters)</i>	<ul style="list-style-type: none"> • 5 or more Clients with Reference letters • Others prorated at: <u>Number of Clients' x 10</u> 5 	10	
3.	Submit copy of NSSF Compliance Certificate	Provided - 5 marks Not provided -0 mark	5	
4.	Submit Copy of NHIF Compliance Certificate	Provided - 5 marks Not provided - 0 mark	5	
5.	<u>Financial capability:</u> Provide three years audited accounts (2015, 2016, 2017) <i>(Attach documentary evidence)</i>	(i) Liquidity Ratio Current Assets: Current Liabilities 2:1 - 6 Marks, 1:1 – 3 marks, Less than 1- 0 marks	6	
6.	Company's organizational structure clearly shown	Five (5) Marks	5	
	Academic qualifications of the Director (Relevant Degree/ Diploma or Certificate) <i>(Attach copies of certificates)</i>	Degree – 10 points	10	
		Diploma – 6 points		
		Post-Secondary Certificate – 3 points		
	Director's Experience in hospitality, tours and air travel industry <i>(Attach detail CV)</i>	<ul style="list-style-type: none"> • Experience (10 years and above 10 marks, between -5-10 years 6 marks, 2-5 years 3 mark and below 2 years 0 marks) 	10	
	Academic qualifications of two other technical personnel. <i>(Attach copies of certificates)</i>	Relevant Degree or Diploma- (5 points per person) Relevant Certificate- (3 points per person)	10	
	Experience in hospitality, tours and air travel industry for the other two Technical staff <i>(Attach detail CVs)</i>	<ul style="list-style-type: none"> • Experience (10 years and above 6 marks, between -5-10 years 2 marks, 2-5 years 1 mark and below 2 years 0 marks) 	12	
	Membership to relevant professional body <i>(Attach copies of certificates)</i>	3 marks each Max. (4) staff members	12	

7.	Physical Facilities • Provide details of physical address and contacts (attach evidence)	Details of physical address and contacts with copy of title deed or lease agreement or latest utility bill – (5 marks)	5	
	Sub-Total		100Marks	
	<p><u>NB</u> <i>Only bidders who score 80 out of 100 marks and above will be subjected to financial evaluation. Those who score below 80 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.</i></p>			
	<p><u>ii) Vendor Evaluation.</u> This will be the second stage of Technical Evaluation. <i>Bidders are required to indicate against each service specification “YES” or “NO”. Any other response in the column will be treated as NON-RESPONSIVE. Please note this will be part of the contract for the winning bidder.</i></p>			
NO.	MINIMUM REQUIREMENT/ SPECIFICATION		BIDDER’S RESPONSE	
1	Provision of Airline Ticketing			
2	Service Provider to Focus on NCA's requirements and will be available at all times for bookings/cancellation of air tickets			
3	Provide cost effective and efficient Air Ticketing services to NCA by providing air tickets to NCA at the best discounted price available			
4	Tailor-make requests to suit all Air Ticketing and related needs of NCA			
5	Prepare travel itineraries and Air Ticketing plans for NCA staff			
6	Use the most cost effective routes in Air Ticketing plans, and to prepare several Air Ticketing options			
7	Ensure maximum price savings as well as most minimal Air Ticketing time in all Air Ticketing plans			
8	To indicate in all Air Ticketing plans, the most competitive fare quote for arrival			
9	Issue air tickets using the approved Air Ticketing plan and the fare as quoted			
10	To provide information on flight availability and timetables on requests			
11	To keep NCA updated on current market fares, special air fare deals and any other special tours and Air Ticketing packages			
13	To re-confirm flight bookings for staff			
14	To make changes on booking as per request as and when requested			
15	To be an all-round source for Air Ticketing information for NCA			
16	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days			
17	To re issue air tickets to NCA staff at no extra cost except cancellation costs charged by airlines.			

18	The Air Ticketing Agents pass to NCA all concessions/ facilities extended by the airlines to the passengers on all air journeys booked by NCA	
19	The invoiced amounts MUST be presented in separate columns indicating various charges among other details as below: a) Names of the passenger b) Destination c) Cost of the ticket as per the airline market rate at the time of issuing the tickets. d) Service charge of the ticket e) Taxes (VAT) f) Total cost	
OVERALL AGGREGATE		
<p><u>NB</u> Only bidders who gets an aggregate of “YES” will proceed for Financial evaluation, Those who indicate “No/No Response” in any of the clauses above will be disqualified at this stage.</p>		
<p>Particulars of post - qualification if applicable. <i>NCA may inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding a contract.</i></p>		
<p>Award Criteria; Award will be made to the lowest bidder in each Lot in terms of Fixed service charge outlined in the price schedule.</p>		
<p>Bidders Signature.....</p> <p>Date.....</p> <p>Official Stamp.....</p>		

C) FINANCIAL EVALUATION

Award will be made to the lowest bidder in terms of service charge as outlined in the price schedule

SECTION V-DESCRIPTION OF SERVICES

SCHEDULE OF REQUIREMENTS

4.1 Services Required

The National Construction Authority wishes to engage the services of travel agents for provision of Air Travel arrangements on need basis for a period of one (1) years on a framework contract renewable for one more year after review of performance at the sole discretion of NCA.

NCA requires that air travel arrangements in respect of its officials and non-NCA officials requiring air transport in the interest of NCA be made by the travel company with due consideration of the following:-

- (i) Arrangements will only be for persons travelling for official reasons and in the interest of NCA with prior approval,
- (ii) The most cost effective and practical means of air transport is to be used at all times Priority will however be given to the National carrier, Kenya Airways.

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

Particulars

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

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

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

15	To be an all-round source for Air Ticketing information for NCA
16	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days
17	To re issue air tickets to NCA staff at no extra cost except cancellation costs charged by airlines.
18	The Air Ticketing Agents pass to NCA all concessions/facilities extended by the airlines to the passengers on all air journeys booked by NCA
19	The invoiced amounts MUST be presented in separate columns indicating various charges among other details as below: a) Names of the passenger b) Destination c) Cost of the ticket as per the airline market rate at the time of issuing the tickets. d) Service charge of the ticket e) Taxes (vat) f) Total cost
20	NCA will make payments within 30 days of receipt of invoice with all supporting documents

TERMS OF REFERENCE FOR PROVISION FOR AIR TICKETING SERVICES

a) Objective

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

b) NCA Travel policy

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

c) Scope of Services

The following is the scope of services requirement for NCA.

The travel agent shall be required to:

1. Undertake reservation and ticketing services. This entails making bookings of air tickets for domestic, regional and international flights for NCA. This information will be transmitted to the NCA’s designated contact person (s).
2. Advise NCA on flight schedules and changes.
3. Advise NCA 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 NCA.
4. Issue and deliver tickets or e-tickets, based upon proper authority from NCA in the case of official travel and take the shortest lead time when requested for itinerary and delivery of tickets. Ideal response would be within **2 hours** of the request.
5. In the event that the required travel arrangements cannot be confirmed, the Travel Agent shall notify the requesting party of the problem and present alternative routings/quotations for consideration.
6. For waitlisted bookings, the Travel Agent shall provide regular feedbacks on status of flight.
7. Issue accurate tickets and detailed itineraries, showing the accurate status of the airline on all segments of the journey, where necessary tickets and billing shall be

- modified or issued to reflect changes affecting travel and make appropriate adjustments for any change(s).
8. Accurately advise NCA of ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellation of bookings.
 9. Act only on travel requests for official travel submitted by the responsible staff of NCA and Local Service Order on confirmation
 10. Offer hassle-free domestic and international travel transfer services.
 11. Negotiate for “Best fare on the Day” such as the lowest fare made available by an airline for the day of travel.
 12. Appoint dedicated personnel(s) to be responsible for NCA air ticketing and related services
 13. Provide travel services from 0700 to 18.30 hours during working days. In addition the Travel Agent shall provide a contact number, which shall be manned by an experienced travel consultant, for 24 hour emergency services, weekends and official holidays where required.
 14. Provide an information service to notify NCA and the traveler of such events as airport closings, cancelled or delayed flights and strike situations as well as of political or safety conditions, which may affect travel to any particular destination.
 15. Provide official travelers with last seat availability, advance seat assignments and advance booking passes on all airlines for which the Travel Agent can offer these services.
 16. Provide reconfirmation and revalidation of airline tickets, re-issued tickets which are returned as a result of changed routing, or fare structures and printed itineraries showing complete information on status of reservations on all carriers.
 17. Provide each traveler a complete, printed itinerary documents which includes the following: Flight number(s) and seat assignment(s) (if any); confirmed upgrade (if applicable); Departure and Arrival times for each segment of the trip; intermediate stops; Airport and other taxes; Visa required or not required; and any other information such as change in international date lines.
 18. Offer reasonable credit periods to NCA, at least 60 days.
 19. Offer supplementary services upon request including but not limited to hotel reservations, airport transfers, tours and car hire services.
 20. To carry out investigations on any complaints from travelers and follow ups
 21. Use the preferred airline, Kenya Airways; this would lead to maximum savings by ensuring that agency obtains the best fare on the day.
 22. Advise and submit the corporate discounts, air miles, etc.
 23. Advise on immigration procedures within and outside the country, health requirements and security advisories for all destinations requested by NCA.
 24. Advice on the reliability, security and safety records of airlines.
 25. Processing of visas on behalf of NCA employees upon request where personal appearance before visa issuing officer is not obligatory.
 26. The travel Agent may, as an ancillary service, provide personal travel services to NCA Members and Staff provided that this service does not in any way interfere with the efficient processing of official travel requirements. Settlement of personal travel and related expenses shall be made directly between the parties concerned and the Travel Agent without involvement of NCA. NCA assumes no financial liability for such services.
 27. The Travel Agent shall maintain computerized profiles of all frequent travelers, as designated or defined from time to time by NCA, setting forth the traveler’s preferences regarding airlines, seating and meal requirements, passport and credit card information, and such other information as is useful to facilitate such travelers travel arrangements.

d) Management reports

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

e) Service Standards

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

BID REQUIREMENTS FOR EVALUATION

1. Accreditation with the International Air Transportation Association (IATA)
2. Accreditation with Kenya Association of Travel Agents (KATA)
3. Maintains a good track record in serving Government Ministries and National corporations; list of corporate clients must be provided.
4. Employs competent and experienced travel consultants, especially in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae.
5. Financially stable- Annual reports or audited financial statements for the last 3 years and prove of payment of taxes to be provided.

6. Maintains facilities of on-line booking/airline reservations, domestic and international ticketing and basic office equipment, telecommunications equipment and online booking tool.
7. Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
8. Have in its current office all the necessary equipment and facilities and sufficient number of experienced and professionally trained travel experts and staff to handle NCA requirements
9. Experience in air travel industry (Minimum 10 years)
10. Proposed Cost saving measures and improved handling mechanisms for refunds on unutilized or cancelled tickets.
11. Proposed Handling of refunds for unused tickets, change of bookings and any other customer complaints
12. Provision of Visa Processing services on request
13. Provision of Hotel Booking Services (outside Kenya) on request
14. Provision of airport transfer services on request
15. Operating license issued by the country of operation
16. List of affiliated local, national or international travel agencies;
17. List of major customers and description of type of services provided

SECTION VI- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to Tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to Tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to NCA pursuant to instructions to Tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and NCA in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to NCA and pursuant to the – conditions of contract.

SECTION VII-STANDARD FORMS

1. Form of tender
2. Price schedules
3. Confidential Questionnaire form
4. Tender Securing Declaration Form
5. Declaration Form
6. Anti-Corruption Declaration Commitment/ Pledge
7. Tender security form
8. Performance security form
9. Declaration form
10. Contract form
11. Letter of Notification of Award

FORM OF TENDER

Date.....

Tender No. NCA/T/01/2018-2019

To: Executive Director,
National Construction Authority
P. O. Box 21046-00100
NAIROBI

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 the service for;
LOT 1; Return and One way Air Ticketing Services for Domestic and East Africa air travel in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*
LOT 2; Return and one way Air Ticketing Services for air travelling within Africa and Outside Africa in conformity with the said tender documents for the sum of.....
..... *(total tender amount in words and figures)*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to 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 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by NCA.
4. We agree to abide by this tender for a period of **120** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
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 thisday of2018
[Signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of.....

PRICE SCHEDULE OF SERVICES

The supplier should indicate the cost that is necessary to meet the requirements of NCA.
The price quotation shall include all applicable taxes

No.	Services Required	Class	Fixed Service Charge for the contract period (Kshs.)	Average Fixed Service Charge for the contract period (Kshs.)
Lot 1.	Return and One way Air Ticketing Services for Domestic and East Africa air travel <ul style="list-style-type: none"> • Minimum Quantity 200 pax per year. • Maximum Quantity 2,000 pax per year. 	Economy		
		Business		
Lot 2.	Return and one way Air Ticketing Services for air travelling within Africa and Outside Africa. <ul style="list-style-type: none"> • Minimum Quantity 5 pax per year. • Maximum Quantity 100 pax per year. 	Economy		
		Business		

Notes:

1. The tender will be awarded to the lowest evaluated bid in each **LOT**
2. The **Average Fixed Service Charge** for the contract must be transferred to the form of tender as the tender sum.
3. Payments shall be made within 30 days upon receipt of invoice(s)

Bidders Signature.....

Date.....

Official Rubber Stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business,

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

• Citizenship detail

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	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.

Given details of all directors as follows

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

(Attach certificate of incorporation)

Date Seal/Signature of Candidate

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:..... *[of Bid Submission]*

Tender No.....

To: National Construction Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Two years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name:
[insert complete name of person signing the Tender Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

SELF-DECLARATION FORM

Date _____

To:

The Executive Director
National Construction Authority
P.O. Box 21046-00100
Nairobi

The tenderer i.e. (name and address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.

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

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory

Official Stamp.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the 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 procuring entity] (hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “NCA”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the bidder refuses to accept the correction of errors in its bid; or
3. If the tenderer, having been notified of the acceptance of its Tender by NCA 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 NCA up to the above amount upon receipt of its first written demand, without NCA having to substantiate its demand, provided that in its demand NCA 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]

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

_____ (Date)

To: _____ (Name of Employer)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called "NCA") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS NCA invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] 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) NCA's Notification of Award.
3. In consideration of the payments to be made by NCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with NCA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. NCA hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 NCA)

Signed, sealed, and delivered by _____ the _____ (for the tenderer) in the presence of _____.

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR EXECUTIVE DIRECTOR