



STANDARD TENDER DOCUMENT
TENDER NO. KOTDA/RFP/072/2021-2022
FOR
FRAMEWORK AGREEMENT FOR PROVISION OF COURIER SERVICES



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SECTION I – INVITATION TO TENDER

Konza Technopolis Development Authority (KoTDA) now invites proposals from only eligible bidders for the following tender:

No.	Reference	Description	Category	Closing Date
1.	KoTDA/RFP/072/2021-2022	Framework Agreement for Provision of Courier Services	OPEN	Thursday 5 th May 2022 at 2;00PM

Tender document with detailed information may be viewed and downloaded from www.konza.go.ke website free of charge from **Tuesday 12th April 2022** to **Thursday 5th May 2022**. Bidders who download the tender document from the website will be required to email their detailed contact information to procurement@konza.go.ke for recording, further clarifications, addenda and security clearance to facilitate site access.

All questions/clarifications regarding the project or offer of submission including requests for site visit, should be sent by email to procurement@konza.go.ke and copied to ceo@konza.go.ke by Tuesday 26th April, 2022 at 1700hrs local Kenyan time. No other email addresses shall be used and KoTDA shall not be liable if bidders choose to send their information and/or enquiries to other email addresses

Tenderers shall submit **One Original** and **One Soft Copy** in a Flash disk or CD of all tender documents in plain sealed envelopes, with the Tender Number Clearly marked on the right-hand side corner and bearing no indication of the tenderer’s name and addressed to

The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150,
KONZA TECHNOPOLIS, KENYA.
E-Mail; procurement@konza.go.ke and ceo@konza.go.ke
Tel; +254-20-4343013/4

and placed in the KoTDA Tender Box on the **7th Floor** of **Konza Complex, KonzaTechnopolis, located along Nairobi - Mombasa road near Malili Township** to reach the above address not later than Thursday 5th May 2022 at **1400hrs** local time.

Submitted bids will be opened publicly at the same venue shortly thereafter in the presence of the tenderers or their representatives who choose to attend.

Any form of canvassing will lead to automatic disqualification.

SECTION II – INSTRUCTIONS TO TENDERERS

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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. KoTDA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification 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 KoTDA 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 KoTDA, 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/= N/A
- 2.2.3 KoTDA 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 6 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) 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.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify KoTDA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KoTDA 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 KoTDA. 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 KoTDA 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, KoTDA, 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, KoTDA, 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 KoTDA, 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 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 KoTDA 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 KoTDA'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 KoTDA 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 guarantees.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected KoTDA 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 KoTDA.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the KoTDA 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 30 or
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (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 KoTDA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KoTDA as nonresponsive.
- 2.13.2 In exceptional circumstances, KoTDA 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 "**SOFT 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 "**SOFT COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to KoTDA at the address given in the invitation to tender
- 7.1. (b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE 5th May 2022 at 1400hrs."
- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late". —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KoTDA will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 5th May 2022 at 1400Hrs. KoTDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KoTDA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.2 Bulky tenders which will not fit in the tender box shall be received by KoTDA 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 KoTDA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 KoTDA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 KoTDA 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 KoTDA will open all tenders in the presence of tenderers' representatives who choose to attend, at 1400hrs on 5th May 2022 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 KoTDA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 KoTDA 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 KoTDA 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 KoTDA in the 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 KoTDA 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 KoTDA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, KoTDA 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. KoTDA'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 KoTDA 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, KoTDA 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 KoTDA 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 KoTDA's evaluation of a tender will consider, 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 2.23 the following evaluation methods will be applied:

(a) Operational Plan.

The KoTDA 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 KoTDA'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 KoTDA 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 KoTDA

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact KoTDA 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 KoTDA 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, KoTDA 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 consider the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KoTDA 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 KoTDA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 KoTDA 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 KoTDA 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 KoTDA's action. If KoTDA determines that none of the tenderers is responsive; KoTDA 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, KoTDA 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 KoTDA pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, KoTDA 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 KoTDA notifies the successful tenderer that its tender has been accepted, KoTDA 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 KoTDA.
- 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 KoTDA, 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 KoTDA.
- 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 KoTDA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 KoTDA 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 KoTDA 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; Eligible Interested Bidders
2.10	Particulars of other currencies allowed; None
2.11	<p>Particulars of eligibility and qualifications documents of evidence required:</p> <p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> 1) Must submit one (1) Original & One (1) Soft Copy of Tender Document/Bid. 2) A Copy of Current & Valid Tax Compliance Certificate issued by the Kenya Revenue Authority. 3) Evidence of Physical address – Attach Copies of Title Deed/Utility bill/Lease agreement or any other documentary proof of physical address. 4) A Copy of the Tenderer’s Certificate of Incorporation/Registration 5) Must fill the Price Schedule in the format provided. 6) Must fill and sign the Form of Tender in the format provided. 7) Duly, filled, signed & stamped Confidential Business Questionnaire. 8) Must be currently licensed by the Communications Authority of Kenya for the provision of courier services (provide documentary proof). 9) All pages of the tender document must be serialized. <p>At this stage, the tenderer’s submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>

2.22	<p>Evaluation and Comparison of Tenders; The tenders will be technically evaluated and marks awarded as stipulated in the TECHNICAL EVALUATION RESPONSE FORM.</p> <p>The minimum technical score to proceed to financial evaluation is 80% and only tenderers that secure the minimum technical score will be financially evaluated.</p>
2.24.3	<p>Award Criteria; Award will be made to the lowest bidder among the tenderers who attain the minimum qualifying mark at the Technical Evaluation Stage.</p>
2.13	<p>Validity of Tenders; Tenders shall remain valid for 120 days after the date of tender opening</p>
2.16.3	<p>Bulky tenders which will not fit in the tender box shall be delivered to the reception of the Konza Technopolis Development Authority at the address specified in the invitation to tender.</p>
2.12	<p>Particulars of tender security if applicable N/A</p>
2.24	<p>Particulars of post – qualification if applicable;</p>
2.2.2	<p>Price to be charged for tender documents. None</p>
2.27	<p>Particulars of performance security if applicable; None</p>

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 KoTDA 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 KoTDA under the Contract.
- d) “The KoTDA” 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 superceded 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 requirement.

3.5 Patent Right's

The tenderer shall indemnify KoTDA 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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KoTDA 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 KoTDA 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 KoTDA 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.

3.6.4 The performance security will be discharged by KoTDA 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 KoTDA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KoTDA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.8 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 KoTDA.

3.8.1 Should any inspected or tested services fail to conform to the Specifications, KoTDA 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 KoTDA.

3.8.2 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Payment

3.9.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.10 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 KoTDA'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.

3.11 Assignment

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

Termination for Default

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

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

3.12 Termination of insolvency

KoTDA 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 KoTDA.

3.13 Termination for convenience

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

3.14 Resolution of disputes

The KoTDA'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.

TENDER EVALUATION CRITERIA.

Preliminary Evaluation Criteria

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. The preliminary evaluation will be conducted using the checklist below;

		SUBMITTED? (YES/NO)
No.	Parameters / Requirements	
1.	Must submit one (1) Original & One (1) Soft Copy of Tender Document/Bid.	
2.	Must Submit a Copy of Current & Valid Tax Compliance Certificate issued by the Kenya Revenue Authority.	
3.	Must provide Evidence of Physical address – Copies of Title Deed/Utility bill/Lease agreement or any other proof of physical address	
4.	A Copy of the Tenderer's Certificate of Incorporation/Registration	
5.	Bidder must fill, sign and stamp the Price Schedule in the format provided	
6.	Bidder must fill, sign and stamp the Form of Tender in the format Provided	
7.	All pages of the bid documents must be serialized	
8.	Bidder must fill, sign & stamp the Confidential Business Questionnaire.	
9.	Provide a copy of a license to operate as a National or International Courier Service Provider issued by Communication Authority of Kenya	
	Indicate if Bidder is RESPONSIVE or NON-RESPONSIVE	

TECHNICAL EVALUATION CRITERIA

The Tender document submitted will be evaluated for suitability and awarded marks which will contribute to a maximum of 100%.

The minimum technical score to proceed to financial evaluation is 75% and only tenderers who secure the minimum technical score will be financially evaluated.

No.	Requirement/Criteria	Max. Possible Marks
1.	Evidence of at least 5 years of experience in provision of courier services to corporate clients with work of similar nature and volume been undertaken on a nation-wide scope within Kenya. Five years and above (20 Marks for each year). Less than five years is zero marks	20
2.	Provide a list of relevant office and service equipment, including vehicles, motorbikes, Radios, and mail movement tracking devices. Attach logbooks/ lease agreements as proof of ownership. maximum 10 motor vehicles and 10 motorcycles available to carry out task. (1 marks for each vehicle and 1/2 mark for each motorcycle). 5 marks for the other equipment	20
3.	Provide organization structure to include a. Management and supervisory structure (5 marks) b. Staff complement – Number of permanent staff (5 marks) c. Provide physical address of office premises (5 marks)	15
4.	Provide extent of liability on a. Work injury benefits insurance (5 marks) b. Professional indemnity (5 marks) c. Goods in transit (5 marks)	15
5.	Proof of operations / office presence / network coverage in major towns in Kenya 10 and above towns (10 marks) 5-10 towns (5mks) Below 5 (0 mks) Attach county licenses/ business permits for the stated towns	10
6.	Provide a list of at least 5 current clients (reputable Organizations) with current recommendation letters on letter heads. 1 mark per client.	05

8.	The bidder has presented a detailed work plan on how he intends to undertake the distribution of parcels nationwide. In preparing the proposed work plan, reference should be made to “Section V. Description of Services”	15
TOTAL SCORE		100

FINANCIAL EVALUATION

The bids that qualify at the technical evaluation stage shall be subjected to the financial evaluation Bidders are advised to provide their financial proposal taking into consideration the Kenya Information & communications Act (KICA) and the regulations.

The bidders offering the lowest evaluated bids shall be considered for the award of the tender. The costing of the services should include but not limited to the following.

LOT 1: LOCAL MAILS & PARCELS

No	From	To	MAILS		PARCELS	
			Monthly Charges for (0-5kgs)	Excess Weight (>5kgs)	Monthly charges for (0-5kgs)	Excess Weight (>5kgs)
1	Konza Technopolis	Machakos				
2	Konza Technopolis	Nairobi				
3	Konza Technopolis	Kisumu				
4	Konza Technopolis	Nakuru				
5	Konza Technopolis	Mombasa				
6	Konza Technopolis	Remaining Counties				
TOTAL OF THE MONTHLY CHARGES						

LOT 2: INTERNATIONAL COURIER SERVICES

a) International Mail & Parcels

No	Mail Weight in Kgs	Zone 1: East Africa (Kshs.)	Zone 2 Rest of Africa (Kshs.)	Zone 3 UAE (Kshs)	Zone 4 EU, Middle East, India, Pakistan & USA (Kshs)	Zone 5 Australia & Asia (Kshs)	Zone 6 Rest of the world (Kshs)
1	Upto 0.5 kg						
2	0.5-1Kg						
3	1.0-1.5Kgs						
TOTAL RATE							

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	N/A
23.14	National or International Arbitration
3.17	Laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

1. OBJECTIVE

Konza Technopolis Development Authority is seeking to recruit a licensed, competent service provider to carry out courier services in Kenya and outside Kenya through entering into a service level agreement which will be closely monitored to ensure quality delivery of service.

These services include collection and delivery of documents and other items from our Head Office in Konza and deliver to designated destinations in Kenya and outside Kenya. Konza Technopolis Development Authority has stakeholders and clients across all the counties in Kenya as per the attached route destinations.

2. DESCRIPTION OF SERVICES

The successful tenderer will be expected to provide courier services as per the instructions below.

- To provide a courier service nationally and abroad on an ad hoc basis to accommodate door-to-door collection and delivery of documents, parcels, or other materials.
- Collection of documents/parcels from KoTDA head office and deliver to various locations locally once a day in the evening.
- Provide express and domestic courier services in general for KoTDA once a day in the evening.
- To provide a tracking system for all courier services and to aid thereof via a 24-hour call centre.
- To provide all stationery requirements inclusive of Waybills, Fragile labels, Courier bags, Courier envelopes, stickers, A3 and A4 pouches and Tracking labels.
- To ensure competitive industry rates.
- To ensure that all consignments are delivered within 48hours from the date of dispatch.

3. CONDITIONS

- The service provider should not carry any contraband items or be used as conduit to transport illegal items like narcotics and other psychotropic substances.
- Confidentiality will be a key factor in the channeling of the mail and parcels under the service.
- The service provider is expected to observe due care in the provision of this essential service.
- Train or induct the mail services personnel on how to package the mail and parcels earmarked for dispatch through the Courier Service.
- The charges per items should be classified per weight and per destination (specified destinations).
- Must have a clear turnaround time for collection of documents/parcels after a call has been made.
- Any additional surcharges must be clearly stipulated, such as costs levied for special deliveries.
- Price should reflect full cost, including vat, any fuel surcharges and annual increase.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To. Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1-90150 Konza

Technopolis

Gentlemen and/or Ladies:

1. Having examined the tender documents of which is hereby duly acknowledged, we, the undersigned, offer to provide Courier Services 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 0 percent of the Contract Price for the due performance of the Contract, in the form prescribed by KoTDA.
4. We agree to abide by this Tender for a period of 90 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 _____ 22
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

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

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

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>

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	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. ....	.....	.....	.....
	Date.....Signature & Stamp of Tenderer.....			

Attach proof of citizenship for all the Directors of the firm

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 KoTDA] (Hereinafter called “the Bank”) are bound unto.....

[Name of KoTDA] (Hereinafter called “the KoTDA”) in the sum of Kshs. For which payment well and truly to be made to the said KoTDA, 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 KoTDA 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 KoTDA up to the above amount upon receipt of its first written demand, without the KoTDA having to substantiate its demand, provided that in its demand the KoTDA 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)

PERFORMANCE SECURITY FORM

To:

[Name of the KoTDA]

WHEREAS..... [name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to

Supply.....

[Description services] (Hereinafter called “the contract”)

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the_day of 20

Signature and seal of the Guarantors

_____ [name of bank or financial institution]

_____ [address]

_____ [date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of KoTDA

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 CHIEF EXECUTIVE OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

APPLICATION NO.....OF.....20.....

BETWEEN.....APPLICANT
AND
.....RESPONDENT (*KoTDA*)

FORM RB 1

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an
order/orders that: - 1.

- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

Tender-Securing Declaration

Date:..... (as day, month and year)]

TENDER No.:

To: *KONZA TECHNOPOLIS DEVELOPMENT AUTHORITY*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with KoTDA for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- (b) do not accept KoTDA's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our bid by KoTDA during the period of bid validity, (i) fail or refuse to sign Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Bid Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our bid validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

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

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender]