



INVITATION TO TENDER

PROVISION OF TRANSPORT SERVICES FOR ASYLUM SEEKERS TO AND FROM KAKUMA –
FRAMEWORK AGREEMENT FOR TWO (2) YEARS

DOCUMENT RELEASE DATE : September 2020

CLOSING DATE : 7th October 2020

TIME : 11:00hrs, Nairobi

TENDER NUMBER : PRF06362

SUBMISSION METHOD : Email to tenders@redcross.or.ke

TENDER OPENING VENUE AND TIME : KENYA RED CROSS SOCIETY
HEADQUARTERS BOARDROOM
TIME: 1200HRS (Zoom link will be shared)

KENYA RED CROSS SOCIETY
HEADQUARTERS
P.O. BOX 47201 – 00100
TEL: +254 703 037000
<https://www.redcross.or.ke/Tenders>
NAIROBI, KENYA.

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

S/N	ITEM DESCRIPTION	Mandatory Kindly tick once attached
1	Copy of valid Tax Compliance Certificate	
2	Certificate of Registration or Incorporation	
3	Power of Attorney (Sole Proprietors Exempted)	
4	Letter from the bank indicating that the firm is currently operating an account (at least within the last six (6) Months.	
5	Dully filled, signed and stamped Confidential Business Questionnaire	
6	Signed Terms of Service form	
7	Duly filled, Signed and Stamped Form of tender	

SECTION II- INSTRUCTION TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation to Tender is open. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The Kenya Red Cross Society (KRCS) employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KRCS 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 to Tender.

2.1.4 Tenderers involved in the 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 KRCS, 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 tender documents shall be downloaded free of charge

2.3 Contents of Tender Document

2.3.1 The tender documents comprise 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 Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Performance Security Form
- (xi) Insurance Company's Authorization Form
- (xii) Declaration Form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify KRCS by email to tenders@redcross.or.ke KRCS will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (5) days prior to the deadline for the submission of the tenders, prescribed by KRCS. Written copies of the KRCS's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 KRCS shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 No Preference will be allowed.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, KRCS, 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 will have obtained the tender documents will be notified of the amendment by 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, KRCS, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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 KRCS, 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

2.7.1 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 paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Confidential business questionnaire

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the 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 form of tender and the appropriate Price Schedule the unit prices and total tender price 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 duties, 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 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 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.

2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.

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

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

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

2.12. Validity of Tenders

2.12.1 Tenders shall remain valid for **335 days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KRCS as non-responsive.

2.12.2 In exceptional circumstances, KRCS 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.13. Submission of proposals

2.13.1 *Bidders should provide softcopy technical and financial proposal in **two separate documents** clearly marked "Technical Proposal" and "Financial Proposal". The subject of your email should "Tender No. **PRF 6362 "Provision of transport services for asylum seekers to and from Kakuma"***

The Proposal should be addressed as below and emailed to tenders@redcross.or.ke by the **7th October 2020 at 11:00 AM**.

Chairperson

Tender Committee

Kenya Red Cross Society

P.O Box 40712 - 00100

Nairobi, Kenya

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend our **online tender opening meeting** on the same day at noon. Interested bidders to confirm participation on mail tenders@redcross.or.ke and thereafter we will share the **Zoom link for the meeting**.

2.13.2 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.

2.13.3 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.

2.14. Deadline for Submission of Tenders

2.14.1 Tenders must be submitted to KRCS through the email: tenders@redcross.or.ke not later than **7th October, 2020 at 11.00AM**. **KRCS shall not permit submission after the said date and time**

2.14.2 KRCS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KRCS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15. Modification and Withdrawal of Tenders

2.15.1 The Tenderers may withdraw their submissions (soft copy) prior to the tender closing date and time by writing officially to the Chair of the Tender Committee. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRCS after the tender is opened.

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

2.15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

2.15.4 The KRCS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.15.5 The KRCS 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.

2.16. Opening of Tenders

2.16.1 KRCS will open all tenders in the presence of tenderers' representatives who choose to attend virtually, on **October 7th, 2020 at 12.00 Noon** through the link that will be shared to the bidders.

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

2.16.3 KRCS will prepare minutes of the tender opening.

2.17. Clarification of Tenders

2.17.1 To assist in the examination, evaluation and comparison of tenders KRCS 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 of the tender shall be sought, offered, or permitted.

2.17.2 Any effort by the tenderer to influence KRCS in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20. Preliminary Examination and Responsiveness

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

2.20.2 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. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 KRCS may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KRCS 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. KRCS'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 KRCS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, KRCS 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 KRCS will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 KRCS'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 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

1. Operational Plan

(i) KRCS 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 KRCS's required delivery time will be treated as non-responsive and rejected.

2. Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on 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. KRCS may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting the Procuring entity

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

2.24. Post-qualification

2.24.1 KRCS will verify and 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 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 2.11.2, as well as such other information as KRCS 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 KRCS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KRCS 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 **bidder** provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 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.

2.26. Procuring Entity's Right to Accept or Reject any or All Tenders

2.26.1 KRCS 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 KRCS's action. If KRCS determines that none of the tenders is responsive, KRCS shall notify each tenderer who submitted a tender.

2.26.2 KRCS 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.

2.26.3 A tenderer who gives false information in the tender document about his 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.

2.27 Notification of Award

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KRCS pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.28 Signing of Contract

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

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRCS.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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.

2.29 Performance Security

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KRCS.

2.29.2 Failure by 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, in which event KRCS may make the award to the next lowest evaluated tender or call for new tenders.

2.30. Corrupt or Fraudulent Practices

2.30.1 KRCS 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.

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

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

Appendix to Instructions to Tenderers

The following information for the procurement of **TENDER NAME: PROVISION OF TRANSPORT SERVICES FOR ASYLUM SEEKERS TO AND FROM KAKUMA - FRAMEWORK AGREEMENT FOR TWO (2) YEARS** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
1.3	The tender is open to all qualified firms for Provision of transport services for Asylum Seekers to and from Kakuma - Framework Agreement for two (2) years
2.1	The tender is open. All bidders are Eligible.
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include any taxes payable in Kenya.
2.25	Award will be open to service providers in the region.
2.13.1	The tender validity period shall be for 335 days
2.15.2	THE CHAIR TENDER COMMITTEE KENYA RED CROSS SOCIETY P.O. BOX 40712-00100 GPO NAIROBI. TEL: +254 703 037000 EMAIL: tenders@redcross.or.ke NAIROBI, KENYA.
2.16.2	Deadline for submission is October 7th, 2020 at 11.00 AM.
2.16.3	<i>Bidders should provide softcopy technical and financial proposal in two separate documents clearly marked "Technical Proposal" and "Financial Proposal". The subject of your email should "Tender No. PRF 6362 "Provision of transport services for asylum seekers to and from Kakuma"</i>
2.18.2	Combined Technical and Financial Proposal (One email)
2.23 (KRCS's Officials)	Chairperson Tender Committee Kenya Red Cross Society P.O Box 40712 - 00100 Nairobi, Kenya E-MAIL: tenders@redcross.or.ke Tender shall open on 7th October, 2020 at 12:00 Noon, local time,

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between KRCS 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 tenderer including any documents, which the tenderer is required to provide to KRCS under the Contract.

(d) "The Procuring entity" means the organization procuring the services under this Contract

(e) "The Contractor" means the organization or firm providing the services under this Contract.

(f) "GCC" means the General Conditions of Contract contained in this section.

(g) "SCC" means the Special Conditions of Contract

(h) "Day" means calendar day.

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract.

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without KRCS's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KRCS in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

The Contractor shall not, without KRCS's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.2 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of KRCS and shall be returned (all copies) to KRCS on completion of the contract's or performance under the Contract if so required by KRCS.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify KRCS 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

3.6.1 Within ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRCS the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to KRCS 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 in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.

3.6.4 The performance security will be discharged by the KRCS and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by KRCS in the schedule of requirements and the special conditions of contract.

3.8. Payment

3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.

3.8.2 Payment shall be made promptly by KRCS, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Price 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 quoted by the tenderer in its tender or in the procuring entity'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 amendments signed by the parties.

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

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

3.9.4 Price variation requests shall be processed by KRCS 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KRCS's prior written consent.

3.11. Termination for Default

3.11.1 KRCS may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

(a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KRCS.

(b) If the Contractor fails to perform any other obligation(s) under the Contract.

(c) If the Contractor in the judgment of KRCS has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event KRCS 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 un-delivered, and the Contractor shall be liable to KRCS for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 KRCS may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KRCS.

3.13. Termination for Convenience

3.13.1 KRCS 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 KRCS's 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 KRCS may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 KRCS and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract.

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

3.15. Governing Language

3.15.1. 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. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	<p>Performance Security The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya for a period of two years and shall be 10% of the bid price</p>
3.7	<p>Delivery Conditions of delivery for the TENDER NAME: PROVISION OF TRANSPORT SERVICES FOR ASYLUM SEEKERS TO AND FROM KAKUMA - FRAMEWORK AGREEMENT FOR TWO (2) YEARS will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Service Order (LSO). Requirements may be adjusted by giving a short notice</p>
3.8	<p>Payment Terms The Kenya Red Cross Society(KRCS) payment terms are that payment shall be made within sixty (60) days from the date of delivery and signing of receipt. However, KRCS may negotiate mutually acceptable payment terms with the successful tenderer</p>
3.9	<p>Prices Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.</p>
3.14	<p>Resolutions of Disputes Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.</p>
3.15	<p>Language The language of all correspondence and documents related to the bid is: English. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language</p>
3.16	<p>Law The contract shall be interpreted in accordance with the laws of Kenya.</p>
3.18	<p>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 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</p>

SECTION V- SCHEDULE OF REQUIREMENTS

Procurement Item

Schedule A:

No	Description	Delivery Schedule
1.	Provision of transport services for asylum seekers to and from Kakuma - Agreement For Two (2) Years	Three (3) weeks after issuance of LSO

Instructions on Submission of Bids

Bidders should provide softcopy technical and financial proposal in **two separate documents** clearly marked "Technical Proposal" and "Financial Proposal". The subject of your email should "Tender No. **PRF 6362** "Provision of transport services for asylum seekers to and from Kakuma"

The bids shall be emailed to the tenders@redcross.or.ke email

Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Power of Attorney (except for Sole proprietor) – Where applicable
C	Confidential Business Questionnaire fully Filled, Signed and Stamped
D	Certificate of Business Registration or certificate of Incorporation
E	Key Staff Competency Profiles
F	Valid Tax Compliance Certificate
G	Bank Reference letter from a recognized Bank.

EVALUATION CRITERIA

The submission of the following items will be required in the determination of the completeness of the Bid. Bid that do not contain the following information required will be declared non responsive and shall not be evaluated further

a) Tender Responsiveness

Your tenders shall be examined for the following which you must provide in addition to other requirements specified in the tender documents.

ITEM DESCRIPTION	Mandatory
1. Copy of valid Tax Compliance Certificate	
2. Certificate of Registration or Incorporation	
3. Power of Attorney (Sole Proprietors Exempted)	
4. Dully filled, signed and stamped Confidential Business Questionnaire.	
5. Terms of Service form (Signed)	
6. Duly filled, signed and stamped Form of tender	
7. <u>Proof of Financial Resources</u> Current Reference Letter from Bank (not older than six (6) months)	

NB:

Bids will proceed to Technical Evaluation if they meet all the mandatory tender requirements.

The following criteria will be used in the evaluation of all potential suppliers.

The documents submitted will be evaluated for suitability and awarded pass/fail which will contribute to the total tender evaluation.

NB: Tenders will proceed to Financial Evaluation stage only if they meet the requirement for the Technical Evaluation.

The multi lowest evaluated responsive bidders shall be considered for the award.

THE OVERALL TENDER EVALUATION CRITERIA IS AS FOLLOWS; -

Criteria	Maximum Score/Requirement	Cut Off Scores
Tender Responsiveness	Mandatory	Met
Technical Specifications (Terms of Services)	Mandatory	Met
Financial Evaluation	Award to Multiple bidders who are lowest evaluated	

SECTION VI- DESCRIPTION OF SERVICES

The Kenya Red Cross Society wishes to engage the services for provision of transport services for Asylum Seekers to and from Kakuma.

The company should ensure provision of effective and efficient transport services to Kenya Red Cross Society.

The services are subject to the following terms,

TECHNICAL SPECIFICATION –

TERMS OF SERVICE FORM -

The following are terms of service that the bidders will be required to adhere to. Bidders are required to read, understand and sign the form.

S.No.	Description of Service
1.	All Motor vehicles provided shall satisfy all legal requirements as follows: Must have a valid Passenger Service Vehicle (PSV) License Must have fully operational approved seat belts and speed governor where applicable in the transport regulations in force
2.	All motor vehicles provided shall be in sound mechanical condition with a valid certificate of road worthiness issued by NTSA
3.	All motor vehicles provided MUST meet all NTSA conditions for PSV
4.	All motor vehicles provided MUST be clean (Inside & outside) and hygienic for its passengers.
5.	The bidder shall provide drivers with valid driver's licenses who will strictly adhere to the traffic code of conduct.
6.	The vehicles shall be adequately fueled while on duty at KRCS. It shall be the responsibility of the bidder to ensure the drivers have allowances and fuel.
7.	The drivers should maintain proper hygienic conditions while on duty. Drivers shall not smoke and or drink alcoholic beverages while on duty at KRCS and must not be intoxicated.
8.	The drivers MUST have high standards of customer relations and be courteous .The driver shall ensure that all passengers belt up before commencing any journey
9.	The bidder shall give ample notice for any occasioned delays and provide alternative vehicles and drivers of similar or better quality in case of unavoidable delays or breakdowns.
10.	All vehicles MUST be equipped with occupational first aid kits.
11.	The drivers should have first aid and basic emergency response training for safety purpose
12.	Evidence of installation of a fleet management system accredited by NTSA for all the PSV Vehicles

I **have read and understood the terms of service.**

Signature..... **Date**.....

SECTION VII-SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

The Kenya Red Cross Society wishes to hire transport services from competent Transport providers. Based on the information contained in the Description of the items, Tenderers should provide a breakdown of costs in the format shown below:

The services will be required in the following KRCS regional offices and their environs; The Bidder must indicate (tick) the regions where they have presence

No.	REGION	PRESENCE (✓)
1.	KITALE	
2.	LODWAR	
3.	KAKUMA	
4.	MIGORI	
5.	MALABA	
6.	KISUMU	
7.	BUSIA	

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Securing Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:

Date.....

Name and address of procuring entity

Tender No

Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to
Provision of Transport Services for Asylum Seekers - Framework Agreement for Two (2) Years under this tender in conformity with the said Tender document 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.

To a maximum Provision of Twenty Million (Kshs 20,000,000.00) shillings for an annual cost as at and when required.

2. We undertake, if our Tender is accepted, to provide the Services in accordance with the conditions of the tender.
3. We agree to abide by this Tender for a period of **335 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Confidential Business Questionnaire

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

Part 1 – General	
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail
1.4	Nature of Business:
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time – Kshs.
1.7	Name of your Bankers Branch
Part 2 (a) – Sole Proprietor	
2a.1	Your Name in Full Age
2a.2	Nationality Country of Origin Citizenship Details.....
Part 2 (b) Partnership	
2b.1	Given details of Partners as follows:
2b.2	<u>Name Nationality Citizenship Details Shares</u> 1..... 2.....

3.....
.....
4.....
.....

Part 2 (c) – Registered Company

- 2c.1 Private or Public
.....
.....
- 2c.2 State the Nominal and Issued Capital of Company-
Nominal Kshs.
Issued Kshs.
- 2c.3 Given details of all Directors as follows
Name Nationality Citizenship Details Shares
1.....
.....
2.
.....
.....
3.
.....
.....
4.
.....
.....
5
.....
.....

Part 3 – Eligibility Status

- 3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Red Cross Society? Yes _____ No _____
- 3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....
- 3.3 Does an Employee, Committee Member, Board Member of Kenya Red Cross Society sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____
- 3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Red Cross Society to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

.....
.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____

3.8 If answer in '3.7' above is **YES** give details:

.....
.....
.....
.....
.....

3.9 (a) Have you offered or given anything of value to influence the procurement process?

Yes _____ **No** _____

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Red Cross Society, which is the procuring entity?

Yes _____ **No** _____

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Red Cross Society.

Yes _____ **No** _____

3.10 If answer in '3.9' a, b or c above is **YES** give details:

.....

Date Signature of Candidate

.....

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between
[name of Procurement entity] of _____ [country of Procurement entity]
(hereinafter called "the Procuring entity") of the one part and
[name of tenderer] of _____ [city and country of tenderer] (hereinafter
called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for **Provision of Transport Services for Asylum Seekers - Framework Agreement for Two (2) Years** and has accepted a tender by the tenderer **Provision of Transport Services for Asylum Seekers - Framework Agreement for Two (2) Years** in the sum of

_____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

Performance Security Form

To:
[Name of procuring entity]

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 of 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 a 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 of money 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 of financial institution]

[Address]

[Date]