NATIONAL SOCIAL SECURITY FUND
P.O. BOX 30599 – 00100
NAIROBI

TENDER NO. 07/2017-2018

PROVISION OF AIR TICKETING AND TRAVEL AGENCY SERVICES

(RESERVED FOR AGPO CATEGORY)

OCTOBER, 2017

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SECTION I: INVITATION

NSSF TENDER NO. 07/2017-2018– PROVISION OF AIR TICKETING AND TRAVEL AGENCY SERVICES

The National Social Security Fund invites all eligible bidders (AGPO Category) to submit sealed tenders for the Provision of Air Ticketing and Travel Agency services as per tender document.

Interested tenderers should obtain tender documents detailing the requirements from **Procurement Office, 9th Floor, Social Security House**, **Nairobi, Block A, Western Wing**, **along Bishops Road, Nairobi** upon payment of a **non-refundable fee of KES 1,000** payable to National Social Security Fund either in cash or bankers cheque at the **Cash Office on Podium Floor, Room P006, Western Wing, Block 'A',.** Alternatively, the documents may be downloaded from the website www.nssf.or.ke/tenders or http://supplier.treasury.go.ke **free of charge**. Interested bidders who download the documents should send their particulars through email tender@nssfkenya.co.ke for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Tender documents shall be accompanied by the **Mandatory / Statutory** requirements as stated in the Tender Document. Rates/Prices quoted should be net inclusive of all taxes and shall remain fixed during the term of the contract.

Completed tender documents in plain sealed outer envelopes enclosing separately sealed envelopes (in **'original'** and **'copy' properly bound**) **ALL** clearly marked **NSSF Tender No. 07/2017-2018) – Provision of Air Ticketing and Travel Agency Services** as per instructions in the tender documents and addressed to:

The Managing Trustee
National Social Security Fund
P.O. Box 30599 – 00100
NAIROBI

The same should be deposited in the tender Box on **2nd Floor, Reception Area, Block 'A', Western Wing, Social Security House, Nairobi on or before 2:30 p.m. local time on 16th November, 2017.** Tenders will be opened immediately thereafter at the **Seminar room,** on **4th Floor, Social Security House, Block 'A' Western Wing, Nairobi** in the presence of bidders representatives who choose to attend.

NSSF reserves the right to accept or reject any tender either in whole or in part.

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.1.2. The procuring entity's employees, committee members, board members and their 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders

i) Instructions to tenderers
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form
xi) Performance security form
xii) 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 the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d)Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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 is required to protect the Procuring entity 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 Kenya Shillings and shall be in the form of:

a) A bank guarantee.

b) Such insurance guarantee approved by the Authority (PPRA).

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

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

2.12.6 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 procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:
(i) to sign the contract in accordance with paragraph 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 the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as

appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

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

(b) Bear, tender number and name as in the invitation to tender and the words: “DO NOT OPEN BEFORE **2:30 p.m. local time** on **16th November, 2017**._

2.15.2 The same should be deposited in the tender Box on 2nd Floor Reception Area, Block ‘A’, Western Wing, Social Security House, Nairobi.

2.15.3 The inner envelopes only shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **2:30 p.m. local time on 16th November, 2017**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

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

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

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

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

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

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

2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, after **2:30 p.m. local time on 16th November, 2017** and in the Seminar Room on 4th Floor Social Security House Block "A" Western Wing. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity 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 the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

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

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

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

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

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

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

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

(d) Legal capacity to enter into a contract for procurement

(e) 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

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

23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) **Post qualification**

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful highest ranked tenderers whose tenders have been determined to be substantially responsive, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after

notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderers in writing that their tender shave been accepted.

2.25.2 The notification of award will signify the formation of the Contracts subject to the signing of the contracts between the tenderers and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderers furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderers that their tender have been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderers shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderers shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information 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	Particulars of Appendix to instructions to tenderers
2.1	Eligible tenderers shall be registered travel agents who are also registered under the AGPO Category.
2.12	The tender security shall be a duly completed tender securing form.
2.15.1 (b)	The tender shall be closing on **16th November, 2017 at 2:30 p.m. local time.**
2.16.1	Not later than **2:30 p.m.** local time on **16th November, 2017**
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Deputy Manager's (Procurement services) office room 906 on 9th Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender documents at the tender box designated area.
2.18.1	After **2:30 p.m.** local time on **16th November, 2017**
2.20 & 2.22	In addition, the evaluation criteria provided in the special condition of contract shall be taken into account.

SECTION III – GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" 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 standards mentioned in the Schedule of requirements

3.4 **Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof.

3.5 **Performance Security**

3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority (PPOA).

d) Letter of credit.

3.5.4 The performance security will be discharged by the procuring entity 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.

3.6 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.7 Payment

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

3.8 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 provided 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 amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the

termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13 Resolution of disputes

The procuring entity'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.

3.14 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.

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT AND SCHEDULE OF REQUIREMENTS

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 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.2.5 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.2.6 The duration of the contract shall be **one (1) year renewable up to a maximum of three (3) years but subject** to annual appraisals with

good performance score. Poor performance shall lead to termination or non-renewal of the contract.

4.3 **Scope of Work** is to provide Air Ticketing and Travel Agency Services as specified.

4.4 For the purposes of these tender, Price/Rates comparison shall be based on **commission / travel agency fees and discounts rate on airline prevailing air ticket price** where applicable. The commission/travel agency fee where applicable shall be quoted as a percentage and in Kenya shillings and shall be fixed for the contract period.

4.5 The Commission Fees shall be inclusive of all applicable taxes.

4.6 Reimbursable – the cost of Air tickets shall be reimbursed within one month of utilisation or as agreed with the Fund**.** The tenderer shall have the capacity to provide credit facilities for duration of at least 30 days.

4.7 Tenderers who fully meet all the mandatory requirements shall qualify for technical evaluations where the minimum score to qualify for financial evaluation shall be 80%.

4.8 **Duties of Travel Agent***:*

The duties of the Travel agent shall include but not limited to the following:-

(a) Provide 24 hour services.
(b) Handle change of bookings, ticket cancellations & refunds and any other customer queries
(c) Provision of Visa Processing services on request
(d) Provision of Hotel Booking on request
(e) Provision of airport transfer services on request

4.9 Evaluation Criteria and Comparison of Tenders

4.9.1 The Procuring entity will evaluate and compare the tenders to determine their responsiveness, pursuant to paragraph 2.20 as follows:

4.9.2 STAGE ONE – PRELIMINARY AND MANDATORY EVALUATION

Statutory / Mandatory requirements

1. Certificate of Company Registration
2. Valid NSSF Compliance Certificate
3. Valid Tax Compliance Certificate
4. Valid AGPO Registration Certificate
5. Details of Directorship/Ownership
6. Copy of Certificate of Accreditation from the International Air Transport Association (IATA) for the Company
7. Copy of Valid/current Kenya Association of Travel Agents (KATA) membership certificate
8. Proven Physical location of the company/Firm (attached evidence e.g. title deed or lease agreement)

Tenders which do not satisfy any of the above requirements shall be rejected.

4.9.3 STAGE TWO – TECHNICAL REQUIREMENTS EVALUATION

(Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points)

A) Specific experience of the firm in provision of services under this tender (45 Points):

- Provide names, addresses and contact persons of at least five large clients you have successfully supplied similar services that can best demonstrate your experience in undertaking similar contracts (successful provision of travel agency services) [attach proof or evidence from each client e.g. LPO/LSO, letters of engagement or award from the said clients **(Total = 35 Points)**

  - List of Clients to include the following **(10 Points for each Client)**
    1. Name – **(0.25 points each total 1.25 points)**
    2. Address – **(0.25 points each total 1.25 points)**
    3. Contact persons- **(0.25 points each total 1.25 points)**
    4. Period / year of Contract – **(0.25 points each total 1.25 points)**
    5. Value of the services – **(2 points each – total 10 points)**
    6. Proof of such contracts **(Attach evidence e.g. LPO/LSO, award letters or contract agreement) – (4 Points each or zero for none – total 20 points)**

N/B. NSSF may independently verify this information and any tenderer found to have given false information shall be disqualified.

- Added services – **Total 10 points**
  - Proposed account management programme suitable to NSSF **(3 points)**
  - Proposed cost saving measures and value added services that distinguish you from others **(4 points)**
  - Provide any evidence of customer relationship management including tracking and logging of complaints/compliments **(3 points)**

B) Personnel (20 points)

- Provide at least two key personnel who will be in charge of the contract each with a minimum of diploma certificate in air travel or related studies from a recognised institution **(5 points each total 10 points)** with experience of over 5 years in travel agency business **(5 points each total 10 points or prorate for less years of experience)**. Evidence/proof must be submitted for full points in form of academic certificates and detailed CVs signed by employee and employer**.**

C) Business support (20 points)

- Availability of Liquid assets (5 points) and access to lines of credit/other financial resources (5 points) that prove your capacity to deliver without relying on NSSF payment [attach evidences like accounts or bank statements] – **(10 points)**
- Appointed bankers & Tenderers authority for NSSF to seek bank reference **(6 points)**
- Evidence of international affiliation or presences **(4 points)**

E) Three 3 letters of reference from current clients **(15 points)**

N/B: Cut off shall be 75% to qualify for financial evaluation (Price comparison).

4.9.4 STAGE THREE – FINANCIAL EVALUATION:

Evaluation and comparison of prices as submitted by the tenderers who have been determine to be qualified as per the evaluation criteria.

4.9.5 STAGE FOUR – RECOMMENDATION(S)

A maximum of three firms with the lowest evaluated tender price / rates will be recommended for listing in the panel of Travel Agents. Where there is tie in prices / rates the tenderer (s) with the highest technical scores will be recommended.

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

Reference of general conditions of contract	Special condition of contract
3.8 Payment	Shall be payable within one month on submission of certified invoices based on the rates indicated in the price schedule for the services in this tender
3.14 Resolution of disputes	The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	**The Managing Trustee** **National Social Security Fund** **P.O. Box 30599** **NAIROBI**.

SECTION V – STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents

3. Tender Security Form-When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the NSSF.

4. 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.

5. The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in accordance with the form indicated herein or in another form acceptable to the NSSF and pursuant to the – conditions of contract.

6. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

TENDER FORM AND PRICE SCHEDULES

i) Form of Tender

Date: _____

Tender No.07/2017-2018

To: National Social Security Fund
P.O Box 30599 – 00100
Nairobi.

Gentlemen and/or Ladies:

1. Having examined the tender documents including addenda Nos …….. (insert numbers if any) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Air ticketing and Travel agency services in conformity with the said tender documents ***at the rates indicated in the attached Price Schedule*** *being* **commission/Travel agency fees *(Inclusive of all applicable taxes)*** 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 Air ticketing and Travel agency in accordance with the service specified in the Schedule of Requirements.

3. 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.

4. 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.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____.

_____ _____
[signature] *[in the capacity of]*

Duly authorized to sign tender for and on behalf of _____

ii) Price Schedule for the Services – Tender No. 07/ 207 - 2018

1	2	3	4	5	6
Item Description	**Units of Measure**	**State rate of applicable statutory taxes if any**	**Price/Rate (%) on unit of measure in Kshs. Inclusive of taxes**	**Other Incidental Costs if any**	**Total**
1. Commission fee on Air Ticketing	Prevailing Airline Price				
2. Air Ticket Discount if any	Prevailing Airline Price				
3. Travel agency fee	Cost of Service				
4. Visa Processing	"				
5. Hotel Booking	"				
6. Airport Transfer	"				
Others (list them)					

Signature of tenderer _____

Official Rubber Stamp _____

Date _____

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

TENDER SECURING DECLARATION FORM

Date: ……..

Tender No…….

To: National Social Security Fund

We, the undersigned, declare that:

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

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:

   (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
   (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: ……*[insert complete*

name of person signing the Tender Securing Declaration]

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

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

LETTER OF NOTIFICATION OF AWARD

Address of procuring entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
_____

SIGNED FOR ACCOUNTING OFFICER

CONTRACT FORM (SAMPLE)

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 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 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 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 materials and spares 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 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 Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

PERFORMANCE SECURITY/BOND FORM (Sample)

By this Bond, We_____of (or whose registered office is situated at] _____ as Principal (hereinafter called "the Contractor") and _____of [or whose registered office is situated at]_____as Surety (hereinafter called "the Surety"), are held and firmly bound unto_____) of[or whose registered office is situated at]_____as Obligee (hereinafter called "the Employer") in the amount of Kshs._____ _____*[amount of Bond in figures]*Kenya Shillings _____

[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____

[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

(3) Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of; Name _____In the presence of; Name_____

Address_____ Address_____

_____ _____

Signature_____ Signature_____

Date_____ Date_____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Bidder;

   ……

2. Full address of Bidder to which Bid correspondence is to be sent (unless an agent has been appointed below);

   ……

3. Telephone number (s) of Bidder;

   ……

4. Telex of Bidder;
   ……

5. Name of Bidder's representative to be contacted on matters of the Bid during the Bid period;
   ……

6. Details of Bidder's nominated agent (if any) to receive Bid notices. This is essential if the Bidder does not have his registered address in Kenya (name, address, telephone, telex);

   ……

   ……

_____
Signature of Bidder

Make copy and deliver to:_____(*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONARE

FIRMS REGISTRATION AND OWNERSHIP DETAILS

PART I. PROFILE OF OWNERSHIP

i) Name of firm……..

ii) Date of incorporation / registration…….
(Attach copy of certificates of incorporation)

iii) Location of business premises; Country/Town……

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Email Address ……

Nature of Business……..

Current Business license No. …….. Expiry date……

Maximum value of business which you have handled at any one time: Kenya shillings……..

Name of your bankers……

Branch……

PART II: TYPE OF BUSINESS.

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

Part 2 (a) – Sole Proprietors.

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership.

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*

Part 2(c) limited Liability Company.

	Name in full	*Nationality*	*Citizenship Details**	*Shares*

* If Kenyan citizen, indicate under “citizenship details” whether by Birth, Naturalization or Registration.

Date _____Signature of Bidder _____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.

I, ……of P. O. Box …… being a resident of …….. in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……... …….. (Name of the Company) who is a Bidder in respect of **Tender No. ……..** to supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…… …… ……

(Title) (Signature) (Date)