"Maji Safi Maisha Bora"
"Quality Water Healthy Livelihood"

KAKAMEGA COUNTY WATER AND SANITATION COMPANY
P.O. BOX 1189 – 50100KAKAMEGA
TEL:056-2030355
EMAIL:kacwasco@gmail.com
WEBSITE:www.kakamegawater.co.ke

OPEN TENDER

STANDARD TENDER DOCUMENT

FRAMEWORK AGREEMENT FOR PROVISION OF AIR TRAVEL TICKETING SERVICES

.

TENDER NO: KACWASCO/FRAME/02/2026

AGPO GROUP ONLY

CLOSING DATE

FRIDAY, 25TH SEPTEMBER, 2026 AT 10:00 am

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SECTION I - INVITATION TO TENDER

Date: 11TH SEPTEMBER, 2026

TENDER NO. KACWASCO/FRAME/02/2026 FRAMEWORK AGREEMENT FOR PROVISION OF AIR TRAVEL AND TICKETING SERVICES

Kakamega County Water and Sanitation Company (kacwasco) invites sealed tenders from **eligible candidates under the Special Group AGPO Category** for framework contract for the provision of Air Travel Ticketing Services for a period of three years.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office of **Kakamega County Water and Sanitation Company Limited P.O. Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank** during normal working hours

A complete set of tender documents may be viewed and downloaded / obtained by interested tenderers for free from the website www.kakamegawater.co.ke and www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to **kacwasco@gmail.com** to facilitate any further clarification or addendum if need be**.**

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening. Each copy of the tender shall be paginated serially, prior to submission.

The Tenderer must provide a self-declaration that the firm is not debarred from participating in Public Procurement and also provide a self-declaration that the firm will not engage in any corrupt practice

The Tender document must be accompanied by a duly filled and signed Tender Securing Declaration Form attached.

Completed tender documents in hard copies are to be enclosed in plain sealed envelopes marked with tender reference and be deposited in the Tender Box Marked "Tender Box" at the Company Offices in Kakamega off Kakamega Kisumu road or be addressed to**: The Managing Director, Kakamega County Water and Sanitation Company Limited P.O Box 1189-50100 KAKAMEGA. Tel. 056-2030355 so as to be received on or before Friday 25th September 2026 at 10:00 am EAT**

Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the company's headquarters boardroom, **Kakamega Kefinco House off Kakamega-Kisumu Road, behind Barclays Bank**

KACWASCO reserves the right to accept or reject any tender and may 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.

MANAGING DIRECTOR
KAKAMEGA COUNTY WATER AND SANITATION COMPANY

SECTION II – INSTRUCTIONS TO TENDERERS

Eligible tenderers

This Invitation to tender is open to all tenderers under restricted tenders 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 document. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender pursuant to section 59 of the Act.

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, other documents to be used for the procurement of the services under this Invitation for tenders.

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

Cost of tendering

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.

The document shall be downloaded free of charge from the KACWASCO website.

Contents of tender documents

The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

i) Instructions to tenderers
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form
x) Tender security form

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.

Clarification of Documents

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"

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

Amendment of documents

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.

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.

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.

Language of tender

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.

Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9, 2.10 below.
(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
(c) Tender security furnished is in accordance with Clause 2.12
(d) Confidential business questionnaire

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.

Tender Prices

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.

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

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.

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

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

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

Tender Currencies

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

Tenderers Eligibility and Qualifications.

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.

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.

Tender Security

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

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

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

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

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

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

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.

The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

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.

Validity of Tenders

Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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.

Format and Signing of Tender

The tenderer shall prepare one copy of the tender, clearly marked "ORIGINAL TENDER" as

appropriate.

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

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.

Sealing and Marking of Tenders

The tenderer shall seal the original in an envelope, duly marked as "ORIGINAL". and shall:

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

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE Friday 25th September 2026 AT 10.00 am**

The envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.15.4.3If the envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than **Friday 25th September 2026 AT 10.00 am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

Modification and withdrawal of tenders

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.

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 in a signed confirmation not later than the deadline for submission of tenders.

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

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.

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

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.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, on **Friday 25th September 2026 AT 10.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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.

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.

Clarification of tenders

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.

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.

Preliminary Examination and Responsiveness

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.

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.

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.

Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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.

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.

Evaluation and comparison of tenders.

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

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.

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;

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.

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

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.

Contacting the procuring entity

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.

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.

Award of Contract

a) Post qualification

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.

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.

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

Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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.

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.

Notification of award

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

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

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

Signing of Contract

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

Within fourteen (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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.

Performance Security

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

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

Corrupt or Fraudulent Practices

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.

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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

<table>
<tr><th>Instructions to tenderers</th><th>Particulars of appendix to instructions to tenderers</th></tr>
<tr><td>2.1</td><td>Particulars of eligible tenderers: The tender is open to eligible AGPO-registered groups and should be IATA Registered Air Travel Ticketing Service providers.</td></tr>
<tr><td>2.2.2</td><td>Tender document shall be downloaded free of charge from the KACWASCO's website: www. kakamegawater.co.ke.</td></tr>
<tr><td>2.10</td><td>Particulars of other currencies allowed. None</td></tr>
<tr><td>2.11</td><td>Particulars of eligibility and qualifications documents of evidence required. Copies of:
i) Certificate of Registration/Incorporation
ii) Certificate of valid tax compliance
iii) Certificate of Registration of youth, women & PWD owned enterprises issued by the National Treasury/Other
iv) Copy of IATA Registration as an Air Travel Ticketing Provider.</td></tr>
<tr><td>2.12.2</td><td>Particulars of tender security, if applicable. NONE-To fill the Tender Securing Declaration Form.</td></tr>
<tr><td>2.12.3</td><td>Form of Tender Security: Submit the Tender Securing Form</td></tr>
<tr><td>2.13</td><td>Validity of Tenders: Tenders shall remain valid for 120 days.</td></tr>
<tr><td>2.16.3</td><td>Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Unit.</td></tr>
<tr><td>2.22</td><td>Evaluation Criteria

The following Mandatory Requirements must be met by the tenderer notwithstanding other requirements in the tender documents: -

a) Mandatory Requirements (MR)
<table>
<tr><th>No.</th><th>Requirements</th><th>Responsive or Not Responsive</th></tr>
<tr><td>MR1</td><td>Must Submit a copy of certificate of Registration/Incorporation</td><td></td></tr>
<tr><td>MR2</td><td>Certificate of Registration of youth, women & PWD owned enterprises issued by the National Treasury/Other</td><td></td></tr>
<tr><td>MR3</td><td>Must Submit a copy of Valid Tax Compliance certificate</td><td></td></tr>
<tr><td>MR4</td><td>Must Fill the Price Schedule in the format provided</td><td></td></tr>
<tr><td>MR5</td><td>Must submit copy of Evidence of IATA Registration</td><td></td></tr>
<tr><td>MR6</td><td>Must Submit audited accounts for the last one year</td><td></td></tr>
</table></td></tr>
</table>

	MR7	Must submit a self-declaration that the firm is not debarred from participating in Public Procurement.	
	MR8	Must submit the Tender Securing Declaration Form in the format provided.	
	MR9	Must submit the Corruption Declaration Form in the format provided.	
	MR10	Must submit a duly filled-out Confidential Business Questionnaire in the format provided.	
	MR11	Must serialize all pages for each bid submitted	
		RESPONSIVE/NON RESPONSIVE	

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

Instructions to tenderers	**Particulars of appendix to instructions to tenderers**

b) Technical Scores (T.S.)

This section (Technical Evaluation) will carry a total of 70% of the whole evaluation

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S. 1	Number of years in Air Travel and Ticketing Industry		□ 5 years and above □ Others prorated at: Number of Years x 30 / 5	30 Marks
T.S. 2	Provide a list of clients, client contact person and reference/recommendation letters for the listed clients to which the company has offered similar services in the last 3 years.		□ 5 or more Clients with references □ Others prorated at: Number of Clients' x 30 / 5	30 Marks
T.S. 3	Financial Strength Provide □ Submit audited accounts for the last one year		□ Audited Account for fy 2020	10 Marks
			TOTAL	**70 Marks**
			Converted to % Marks/70x100	**100%**

	c) Financial Evaluation **The bidder with lowest Total Financial offer who attains 70% and above in the technical evaluation shall be awarded the tender** ***FINANCIAL SCORES*** ***The Financial Score is 30 Marks and shall be allocated as follows; -*** ***i. Domestic (Kenya) Travel 24 Marks*** ***ii. East Africa (EA Community) Travel 2 Marks*** ***iii. Regional Air (Rest of Africa) 2 Marks*** ***iv. International Travel 2 Marks*** ***The table below summarizes the overall evaluation process and the proposed weighting of each stage.***

Area	**Rating / Scores**
Preliminary evaluation	Elimination
Technical Score	70% and above
Financial Evaluation	Lowest total financial Offer for all destinations

Instructions to tenderers	**Particulars of appendix to instructions to tenderers**
2.24	Particulars of post – qualification if applicable. **KACWASCO may carry out due diligence and interview management to confirm information given.**
2.24.4	Award Criteria: **Award will be made to the lowest financial bidder who attains 70% on the technical Evaluation.**
2.30	Particulars of performance security if applicable. **To fill the Tender Securing Declaration Form**
Other's as necessary	Complete as necessary. **None**

SECTION III - GENERAL CONDITIONS OF CONTRACT

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

Application

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

Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

Patent Right's

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

Performance Security

Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable inthe amount specified in Special Conditions of Contract.

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.

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.
d) Letter of credit.

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.

Inspections and Tests

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.

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.

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.

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

Payment

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

Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the 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.

Assignment

3.9.1 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.

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.

Termination of insolvency

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

Termination for convenience

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.

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.

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.

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.

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.

3.17.16 Applicable Law.

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

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.

4

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: **N/A**
3.7	The method and conditions of payment to the bidder under this Agreement shall be as follows: (i) payment for the services shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this Contract KACWASCO will mutually negotiate and agree with the tenderer on the terms of payment
3.8	Specify price adjustments allowed. **None**
3.14	Disputes will be referred to Arbitration in line with Arbitration Act. Parties will appoint an Arbitrator
3.16	Specify applicable law. **Laws of Kenya**
3.17	Indicate addresses of both parties. **Client: Kakamega County Water and Sanitation Company** **Kakamega Kefinco bulding, Off Kak- Kisumu Rd** **P. O. Box 1189-50100** **Kakamega**
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

Services Required

KACWASCO intends to outsource air travel ticketing services for a period of 3 years. KACWASCO requires that air travel arrangements in respect of its officials and non- KACWASCO officials requiring air transport in the interest of KACWASCO be made by the travel company with due consideration of the following: -

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

The appointed travel company will be required to always assist KACWASCO officials concerning air travel arrangements. This will include arranging, amending and payment of all travel bookings.

5.5 Bidder's Experience Requirements

Potential Service Providers are required to submit details of at least five (5 No.) organisations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organisations duly signed and stamped by the relevant officer. The reference letters must be in the organisation's letterhead.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

No.	Contact Information	Details
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter should be on the organization's letterhead.

SECTION VI - DESCRIPTION OF SERVICES

Particulars

KACWASCO has a need for both international and domestic air travel. This tender covers the Provision of Air Ticketing Services:-

Table 1 gives the detailed clause-by-clause description of the required services. The Tenderer is required to provide the clause-by-clause response to the specifications and indicate clearly how the services offered meet the requirements.

TABLE 1: GENERAL SERVICE SPECIFICATIONS

The Detailed Service Specifications/Particulars are as follows**:** The documents submitted will be evaluated for suitability. **Bidders are required to indicate against each service specification e i t h e r "AGREE" or "NOT AGREE" to determine responsiveness**

TENDERERS SUITABILITY

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

15	To make changes on booking as per request as	
	and when requested	
16	To be an all-round source for Air Ticketing information for KACWASCO	
17	To process refunds and credit notes for unused/partly used air tickets returned for a refund, and such refunds remitted within 45 days	
18	To re issue air tickets to KACWASCO staff at no extra cost except cancellation costs charged by airlines.	
19	The Air Ticketing Agents pass to KACWASCO all concessions/facilities extended by the airlines to the passengers on all air journeys booked by KACWASCO	
20	**The Service Provider must separately indicate in the invoice the charges for the Airline and their applicable commission as tendered**	
21	KACWASCO will make payments upon receipt and verification of invoices or as shall be agreed.	
22	Additional information: (*Please Specify*)	
23	**RESPONSIVE/Non-RESPONSE**	

Bidders Signature …….. Official Stamp ……..…

Date ……

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

4. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

5 Tender Securing Declaration Form (AGPO)

6 Corrupt or Fraudulent Practice Form.

7 Non-Debarment Declaration

8 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.

1. FORM OF TENDER

Date:_____

Tender No:_____

TO: **The Managing Director**

Kakamega County Water and Sanitation Company

P.O.Box 1189-50100

KAKAMEGA

Gentlemen and/or Ladies:

1. Having examined the tender documents including
Addenda Nos ..... ,
of which is hereby duly acknowledged, we, the undersigned, offer to provide.
Air Travel Ticketing services in conformity with the said tender documents for a Commission Basis for each ticket issued as follows: -

	Destination	**Economy Class** Commission Per Ticket Issued **(Kshs)**	Remarks
1.	Domestic		
2.	East Africa		
3.	Rest of Africa		
4.	International		
	TOTAL COST		

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. We agree to abide by this Tender for a period of **150 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.

Dated _____

signature

Duly authorized to sign tender for and on behalf of_____

2. PRICE SCHEDULE OF SERVICES

The service provider should indicate the cost that is necessary to meet the requirements of KACWASCO.

The price quotation shall include all applicable taxes for purposes of the price schedule and shall adhere to item 2 below upon contract execution.

No.	Services Required	(Commission in Kshs for every ticket issued on availability of flight)	
		Economy Class (Kshs)	REMARKS
1.	Air Ticketing Services for domestic air travel		
2.	Air Ticketing Services for East Africa air travel		
3.	Air Ticketing Services for Regional air travel (Rest of Africa)		
4.	Air Ticketing Services for International air travel		

NB:

1) **The services will be rendered on need basis**
2) **Invoices must indicate the price build-up on the cost of the ticket, applicable taxes and commission as tendered above**
3) **The successful bidder shall enter into a 3-year framework agreement**
3) **Payments shall be made upon receipt and verification of Invoice(s) or as shall be agreed.**

Signature and Rubber Stamp of tenderer

_____

3. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

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

	Part 2 (a) – Sole Proprietor Your name in full…….Age……. Nationality……Country of Origin…….. Citizenship details ……..
	Part 2 (b) – Partnership Given details of partners as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Date…….Signature of Candidate……..

4.TENDER SECURING DECLARATION FORM (AGPO)

[The Tenderer shall complete this Form in accordance with the instructions indicated]
Date: ……
Tender **No. KACWASCO/ FRAME/15/2021**
To: The Managing Director
Kakamega County Water and Sanitation Company
P.O. Box 1189 - 50100
Kakamega

I, the undersigned, declare that:

i. I understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
ii. have withdrawn my Bid during the period of bid validity specified in the Information to Consultants; or
iii. having been notified of the acceptance of my Bid by the Client during the period of bid validity, fail or refuse to execute the Contract, if required, or
iv. I understand that this Bid Securing Declaration shall expire if I am not the Successful Bidder, upon the earlier of:

    (i) My receipt of a copy of your notification of the name of the successful Bidder; or

    (ii) Thirty days after the expiration of validity of my Tender.

Name, Tel No., Sign/stamp……

……..

Dated on ..... day of ....., ... [insert date of signing]

5.SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……. of P. O. Box ……. being a resident of

…….. in the Republic of ……. do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……....
…….. (insert name of the Company) who is a Bidder in respect of **Tender No. KACWASCO/FRAME/02/2026** for **THE PROVISION OF AIR TRAVEL TICKETING SERVICES** for **KACWASCO** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent 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 KACWASCO which is the procuring entity.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

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

……. …….. ……
(Title) (Signature)

(Date)

Bidder's Official Stamp

6. NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier)
…….....declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name……..Signature…….....
Date……

Company Seal/Business Stamp

7.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 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 Notification and acceptance 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_____.