

KENYA POST OFFICE SAVINGS BANK



My Bank, My Choice, My Future

TENDER FOR PROVISION OF OUTSOURCED TRANSPORT SERVICES

TENDER NO. KPOSB/012/2019-2020

Release Date

28TH MAY 2019

Closing Date

13TH JUNE 2019 at 10.00 a.m.

REGISTRATION FORM FOR ONLINE BIDDERS

Tender No. KPOSB/012/2019-2020

NOTE: Please provide your details below for purposes of communication in case you

download this tender document from IFMIS or Postbank website.

Name _____ of _____ the
firm:.....

Postal
Address:.....

Telephone
Contacts:.....

Company _____ email
address:.....

Contact
Person:.....

Once completed please submit this form to the email below;

Procurement@postbank.co.ke

N/B: Your bid will be considered non-responsive if you download the tender and fail to submit this form as directed.

TABLE OF CONTENTS

	Page
INTRODUCTION	2
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL COND1TIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	26

INTRODUCTION

Kenya Post Office Savings Bank herein referred to as Postbank, wishes to tender for Provision of Outsourced Transport services as specified in the tender document.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.

SECTION I – INVITATION TO TENDER

Date: 28TH May 2019

Tender REF No: KPOSB/012/2019-2020

Tender Name: Tender for Provision of Outsourced Transport Services

- 1.1 The invites sealed tenders from eligible candidates for Provision of Outsourced Transport Services.
- 1.2 Interested eligible candidates may obtain further information from and collect the tender documents at Procurement Office Located on 4th floor, South Wing Postbank House, Nairobi during normal working hours.
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at Ground Floor, Postbank House, Banda Street, Nairobi and be addressed to:

**The Managing Director,
Kenya Post Office Savings Bank,
P.O Box 30311-00100,
Nairobi**

So as to be received on or before 13th June 2019 at 10.00 a.m.

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the 5th Floor Conference Room South Wing Postbank House Nairobi.
- 1.6 The Pagination/Serialization of the tender document is a **MUST**.

TABLE OF CONTENTS.

2.1	Eligible Tenderers	5
2.2	Cost of tendering	5
2.3	Contents of tender documents	5
2.4	Clarification of Tender documents	6
2.5	Amendment of tender documents	6
2.6	Language of tenders	7
2.7	Documents comprising the tender	7
2.8	Form of tender	7
2.9	Tender prices	8
2.10	Tender currencies	8
2.11	Tenderers eligibility and qualifications	8
2.12	Tender security	10
2.13	Validity of tenders	11
2.14	Format and signing of tenders	11
2.15	Sealing and marking of tenders	12
2.16	Deadline for submission of tenders	12
2.17	Modification and withdrawal of tenders	12
2.18	Opening of tenders	13
2.19	Clarification of tenders	14
2.20	Preliminary Examination	14
2.21	Conversion to other currencies	15
2.22	Evaluation and comparison of tenders	15
2.23	Contacting the procuring entity	16
2.24	Post-qualification	17
2.25	Award criteria	17
2.26	Procuring entities right to vary quantities	17
2.27	Procuring entities right to accept or reject any or all tenders	17
2.28	Signing of Contract	18
2.29	Performance security	19
2.30	Corrupt or fraudulent practices	19

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1. This Invitation to Tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Postbank 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 Postbank 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 Postbank, 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** Postbank shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender-Securing Declaration Form
- xi) Performance security form
- xii) Non-Debarment Form
- xiii) Integrity 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 Postbank in writing or by post, fax or email at the entity's address indicated in the Invitation to Tender document. Postbank 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 Postbank 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. Postbank 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, Postbank, 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, Postbank, 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 Postbank, 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

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 Postbank within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

2.12.2 The tender security is required to protect the Postbank against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit

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 Postbank.

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 Postbank 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.

or

- (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 **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Postbank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Postbank as nonresponsive.

2.13.2 In exceptional circumstances, the Postbank 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. **All pages of the tender shall be well serialized and 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 which shall not bear any other writings. The inner and outer envelopes shall:

(a) Be addressed to Postbank 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 13TH JUNE 2019 at 10.00 a.m**”.

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15., Postbank 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 Postbank at the address specified under paragraph 2.15.2 no later than OR **BEFORE 13th June 2019 at 10.00 a.m.**

2.16.2 Postbank may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of 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 Postbank 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 Postbank prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

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

2.17.6 Postbank 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 Postbank will open all tenders in the presence of tenderers' representatives who choose to attend, **13TH June 2019 at 10.00 a.m. Conference Room 5th Floor** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Postbank 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 Postbank 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 Postbank 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 Postbank 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 Postbank evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

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

Postbank 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 have 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. Postbank may consider the alternative payment schedule offered by the selected tenderer.

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Postbank 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 Postbank 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 Postbank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender and 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 Postbank will proceed to the next lowest evaluated tender to make a similar determination of that

Tenderer's capabilities to perform satisfactorily.

Award Criteria

2.24.3 Subject to paragraph 2.29 Postbank will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The Postbank 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 Postbank determines that none of the tenderers is responsive; Postbank 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, Postbank will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Postbank pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Postbank 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 Postbank 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.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to 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 Postbank, 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 Postbank

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

2.28 Corrupt or Fraudulent Practices

2.28.1 Postbank 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 Postbank 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.

PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be Submitted	
1.	Original copy of Tender Security of Kshs 100,000.00 of the contract price in form of a Bank guarantee or a bankers' cheque from a reputable bank in Kenya valid up to 150 days from the date of opening of the tender.	Mandatory
2.	Duly filled and signed Form of Tender	Mandatory
3.	Tender validity period of One Hundred & Twenty (120) days from the tender opening date.	Mandatory
4.	Proof of compliance with prevailing labor laws in respect to minimum wage, statutory remittances (to attach current compliance letter from Ministry of Labour All vehicles to have comprehensive Insurance with a reputable company Vehicle PSV Insurance (attach evidence of at least 5 with current insurance)	Mandatory
5.	Provide three (3No) recommendation letters.	Mandatory
6.	Submission instructions is mandatory(Section 2.15)	Mandatory
7.	Pagination/serialization of bid document is a must.	Mandatory
8.	Registration Form for Online Bidders (pg2) is a must	Mandatory

Tenders which do not satisfy the preliminary requirements set out above shall be rejected by the Evaluation Committee.

TECHNICAL EVALUATION CRITERIA

No	Parameters	Scores	Remarks
1.	Provide 5 clients' references of similar size to Postbank that you have successfully performed their contracts in the last 2 years. Provide proof on the clients' letter head. 1 client 2mark 2 Clients 4 marks 3 Clients 6 marks 4 Clients 8 marks 5 Clients 10 marks	10	
2.	Provide number of qualified staff currently		

	<p>employed by your firm. Attach evidence (copies of appointment letters)</p> <p>0-30 Employees 5marks</p> <p>31-60 Employees 10 marks</p> <p>61 and above 15 marks</p>	15	
3.	<p>To be able to provide transport services at branches in the following Regions where the vehicle will be located and working for the Regions. Attach evidence of the location and contacts including address of your Regional Office for each Region indicated here below:-</p> <p>1 Coast Region- vehicle located at Mombasa – 2 Marks</p> <p>2 Rift Valley Region, vehicle located at – Nakuru - 2 Marks</p> <p>3 Western Region, vehicle located at- Kisumu – 2 Marks</p> <p>4 Mt. Kenya Region, vehicle located at – Nyeri - 2 Marks</p> <p>5 Confirm that your company can provide daily transport services in the above Regions. – 1 Mark</p>	9	
4.	Certified copy of current workers injuries benefit insurance cover by the issuing company	2	
5.	Evidence/Proof of professional indemnity cover	2	
6.	Certified current NSSF compliance certificate	2	
7.	Certified current NHIF compliance certificate	2	
8.	Certified copy of PIN certificate	2	
9.	Certified copy of Valid VAT certificate	2	
10.	Certified Copy of Current Tax Compliance Certificate	2	
11.	Dully filled confidential questionnaire provided in appendix 1. (All parts must be filled in, as required.)	2	
12.	Current PSV Certificate copies for vehicles owned by your company at least 5 as samples.	2	
13.	Firm must have a physical address and Transport and Administrative offices (Attach copy of lease agreement from Landlord or ownership title and location of offices)	5	
14.	<p>Available Motor Vehicles (please attach list)</p> <p>List of types of vehicles available in your firm that can be leased or hired at any time as per requirement.(Provide logbooks or leases)</p> <p>1 Saloon vehicles 1500 – 1800CC (2 Marks for less than 20 vehicles and 4 Marks for Over 20 vehicles)</p> <p>2 Buses 18 - 60 seater (1 Mark for one bus and 2 Marks for</p>		

	<p>more than one bus)</p> <p>3 5-7 Seater - Noah/Voxy (1 Mark for one van and 2 Marks for more than one van)</p> <p>4 Van – 9-14 seater - and above - 1 Mark</p> <p>5. Pick- ups - - 1 Mark</p>		
		10	
	<p>List the garage where the vehicles are repaired, serviced and maintained to be in good condition at all times. (attach evidence from the garage)</p> <ul style="list-style-type: none"> • Listed garage and location - 2 Mark • Evidence attached - 3 Mark 	5	
15.	<p>Provide a list minimum 7No.drivers that you intend to attach to the bank as drivers for the provision of transport service and their supervisor who will be considered as the Executive Driver: (Experience of all drivers should be a minimum of 5 years).</p> <ul style="list-style-type: none"> • Certificate of Good Conduct - (a maximum of 4 Marks for 8No drivers) • Clean driving License (A,B,C & E indicating regular renewals for the 5 years) - (a maximum of 8 Marks for 8No drivers) • PSV for the driver- (a maximum of 4 Marks for 8No drivers) 	16	
16.	<p>Attach a List of all employees in the company and an organization chart, indicating their designation and the reporting order.</p>	3	
17.	<p>Provide Methodology/work plan of execution of the contract</p>	3	
18.	<p>Safety measures including emergency or contingency measures for drivers while on duty. (e.g. hospital insurance cover)</p>	3	
19.	<p>To confirm that the drivers will at all times be dressed in uniforms and equipped with a mobile phone all issued by the company. This to include relieving drivers. (Uniform colors - 2 Navy blue suits and 3 light blue shirts).</p>	3	
	TOTAL MARKS	100	

	This contract will be awarded for a period of two (2) years		

Pass Mark for Technical Evaluation

The pass mark for the above evaluation shall be **70Marks**. Only bidders who meet this requirement will be considered for award of contract based on the lowest evaluated rates submitted under the various categories of vehicles.

OUTSOURCING OF TRANSPORT SERVICES SPECIFICATIONS AND BASIC REQUIREMENTS

1. Conditions to be full filled before signing of contract

Upon issuance of award letter to the successful bidder but before signing of contract and engagement of services, the vendor will be required to submit the following, failure to which the award will be annulled;

- a) PSV licenses for all drivers to be attached to the bank.
- b) Copies of driving licenses for all drivers to be attached to the bank.
- c) Certified copy of current workers injury benefit insurance cover by the issuing company.
- d) Certificates of good conduct for all drivers to be attached at the bank.

2. Number and Change of Vehicles (1500 -1600cc) daily vehicles at Headquarters and Regions

To provide seven (7) motor vehicles as per the schedule below. At Nairobi, Postbank headquarter, and one (1) vehicle each at each Region. Also to allow for additional vehicles in future and/or one time use vehicle when need arises. The vehicles outsourced to remain the same during the entire contract period, and can only be changed with prior arrangement or in case of servicing and/ or, breakdown of any vehicle.

3. Conditions of Vehicle, Mileage and Age

Relatively new functional and clean vehicles maintained to high standards. The mileage should not be more than 50,000 Kms and the vehicles should be less than 5 years old.

4. Usage of Vehicle and Driver

The vehicles/drivers to be provided will be for exclusive use by Postbank only. Non authorized person(s) will not be allowed in the vehicle or to use of the same.

5. Quoted Prices and Insurance

The prices quoted should be inclusive of comprehensive & PSV insurance for the vehicle, driver etc.

6. Maintenance, Repair and Replacement of Parts

The supplier will take full responsibility for the maintenance and repair of the motor vehicles including of replacement vehicles and parts.

7. Response in Case of Breakdowns

Response time in case of a vehicle breakdown shall be as follows:-

- (a) Within Nairobi area and outskirts of about 50KM from Postbank headquarters, a replacement vehicle will be provided with immediate effect (Maximum 30 minutes to one hour or less).
- (b) Outside Nairobi while on a journey a replacement vehicle to be provided within five hours or less.
- (c) Within the Region, a replacement vehicle will be provided within 30 minutes to one hour or less).
- (d) Outside the Region, while on a journey a replacement vehicle to be provided within five hours or less.

8. Fixed Prices during Contract Period

The prices to remain the same for the contract period of two (2) years.

9. Parking, Storage, Road Tolls and Other Related Fees.

Parking, storage and security of the vehicles, after working hours, weekends and public holidays will be the responsibility of the supplier.

Parking cost in the CBD, road tolls, airport toll etc. to be taken into account while quoting as it will be the responsibility of the supplier. The

bank will provide parking while the vehicle is at headquarters during working hours. At regional offices, the vendor shall bear the cost of parking.

10. Uniforms and Mobile Telephones

The drivers to be dressed in smart uniforms (same color for all drivers preferably navy blue suits and sky blue shirts) and be equipped with mobile telephones loaded with airtime. All provided by the supplier.

11. Qualifications and Experience of Drivers and Firms.

- a) The drivers to be engaged should have the following as minimum qualifications:-

i) Academic Qualifications

KCSE D plain and above.

ii) Professional Qualifications:

- Clean & valid Driving License (Classes B,C,E)
- Trade Test 3, 2 or 1
- Knowledge of motor vehicle mechanics will be an added advantage.

iii) Work Experience:

Not less than Five (5) years driving experience particularly as an executive driver

iv) Other Requirements

- Age -thirty (30) to fifty (50) years
 - Conduct-must be in possession of Good conduct certificates.
 - Personality-High integrity, well-groomed and neat at all times.
- b) The firm to be engaged must have minimum of two (2) years' experience in car hire transport services, leasing and rental among others.

12. Training and Salary

The Supplier to provide training plans and salary structure for the drivers and any support staff.

The Salary for all drivers should not be less than the minimum salaries stipulated by the Ministry of Labour.

13. Quotations

The quotation is to be per day (8.00 a.m. to 8.00 pm) and is inclusive of fuels oils, service and maintenance of all Vehicles used both for Nairobi and while on journeys outside Nairobi, to include other vehicle charges i.e. ferry charges, toll station charges, parking charges etc :-

The drivers to be provided with night out allowances, fuel costs and miscellaneous cash before leaving for any trip outside Nairobi.

14. Branding of Vehicles

The supplier to allow the bank to brand the leased vehicles should there be need during the contracted period at the bank's cost.

15. Welfare Services e.g. Tea, Sanitary facilities

The bank will provide tea to the engaged drivers while at Postbank headquarters during tea time. The supplier should put this into consideration while quoting and provide a discount for the same.

16. Relationship Management

The supplier is required to assign Postbank a relationship manager who will work closely with the bank's transport manager. They will be expected to produce monthly / quarterly reports; handling of the accounts and all other issues relating to the transport services at the firm's cost.

17. Invoices and Payment Terms

The supplier shall invoice the bank on monthly basis after each satisfactory delivery of service. These invoices

shall be paid within 30 days after receipt of the same, as per the bank regulation.

MOTOR VEHICLE RATES TO BE QUOTED – FOR NAIROBI,POSTBANK HEADQUARTERS

Type/Class/Model of Motor vehicle	Price per vehicle per day inclusive of fuel, oil, service/main tenance, driver’s Allowances etc up to 100KM (Kshs. VAT inclusive)	Extra charge per KM over and above 100km (Kshs. VAT inclusive)	Drivers night out allowance per night (Kshs. VAT inclusive)	Sundays/ Public holidays extra allowance (Kshs. VAT inclusive)	Overtime 8.00pm pe out (Kshs. VA inclusive)
Saloon car 1500/1600cc 100Kms free and Insurance					
Saloon car 1800-1900 100Kms free and insurance					
Saloon car 2000cc 100Kms free & insurance					
4x4 mini Mitsubishi Pajero (5 door) 100kms & insurance					
4x4 Rav 4 (5 door) 100Kms free & Insurance					
Toyota L/Cruiser Prado 100Kms free & Insurance					
Pick up (Long) 100Kms free &					

Insurance					
4x4 Toyota L/Cruiser Safari 6/7 seater 100Kms free & Insurance					
7-14 seater (Van) 150Kms free & Insurance					
25-35 Seater -Bus 150 Kms free & Insurance					
38-45Kms Seater- Bus 150Kms free & insurance					
46-60 Seater Bus 150 Kms free & Insurance					
Mercedes Benz S 320 100kms free & insurance					

2.0 SPECIAL USE/SERVICE

This covers for vehicles not fully utilized such as dropping staff for training and picking them up thereafter at the end of the day.

Type/Class/Model of Motor vehicle	Price per vehicle per Kilometer inclusive of fuel, oil, service/maintenance, driver's Allowances etc (Kshs. VAT inclusive)	Sundays/Public holidays extra allowance (Kshs. VAT inclusive)
7-14 seater (Van)		
25-35 Seater -Bus		
38-45 Seater-Bus		
46-60 Seater Bus		
Mercedes Benz S 320		

**3.0 MOTOR VEHICLE RATES TO BE QUOTED FOR REGIONAL OFFICES
AT KISUMU,**

NAKURU, NYERI & MOMBASA)

Type/Class/Model of Motor vehicle	Price per vehicle per day inclusive of fuel, oil, service/maintenance, driver's Allowances etc up to 100KM (Kshs. VAT inclusive)	Extra charge per KM over 100km (Kshs. VAT inclusive)	Drivers night out allowance per night (Kshs. VAT inclusive)	Sundays/Public holidays extra allowance (Kshs. VAT inclusive)	Overtime 8.00p per out (Kshs. VAT inclusive)
Saloon car 1500/1600cc 100Kms free and Insurance					
Saloon car 1800-1900 100Kms free and insurance					
Saloon car 2000cc 100Kms free & insurance					
4x4 mini Mitsubishi Pajero (5 door) 100kms & insurance					
4x4 Rav 4 (5 door) 100Kms free & Insurance					
Toyota L/Cruiser Prado 100Kms free &					

Insurance					
Pick up (Long) 100Kms free & Insurance					
4x4 Toyota L/Cruiser Safari 6/7 seater 100Kms free & Insurance					
7-14 seater (Van) 150Kms free & Insurance					
25-35 Seater – Bus 150 Kms free & Insurance					
Mercedes Benz S 320 100kms free & insurance					

4.0 TYPES/CLASS/MODEL OF MOTOR VEHICLES SCHEDULE

Saloon car 1500/1600cc 100Kms free and Insurance	
Saloon car 1800- 1900cc, 100Kms free and Insurance	
Saloon car 2000cc 100Kms free & insurance	

4x4 mini Mitsubishi Pajero (5 door) 100kms & Insurance	
4x4 Rav 4 (5 door) 100Kms free & Insurance	
Toyota L/Cruiser Prado 100Kms free & Insurance	
Pick up (Long) 100Kms free & Insurance	
4x4 Toyota L/Cruiser Safari 6/7 seater 100Kms free & Insurance	
7-14 seater (Van) 150Kms free & Insurance	
25-35 Seater –Bus 150 Kms free & Insurance	
38-45 Seater Bus 150 Kms free & Insurance	
46-60 Seater Bus 150 Kms free & Insurance	
Mercedes Benz S 320 100kms free & Insurance	

APPENDIX 1

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2(d), whichever applies 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: Country/Town:

Plot No.: Street/Road:

Postal Address: Tel No(s):

Nature of Business:

Current Trade License No.: Expiring date:

Maximum value of business which you can handle at any time: K. Pound:

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

Give details of partners as follows:

	<u>Name in full</u>	<u>Nationality</u>	<u>*Citizenship Details</u>
	<u>Shares</u>		
1.		
2.		
3.		

Part 2(c) – Registered Company:

Private or public:

State the nominal and issued capital of the company: -

Nominal Kshs.:

Issued Kshs.:

Give details of all the directors as follows:

	<u>Name in full</u>	<u>Nationality</u>	<u>*Citizenship Details</u>
	<u>Shares</u>		
1.		
2.		

3.

4.

Part 2 (d) – Interest in the Firm:

Is there any person/persons in: (*Name of Employer*)
who has interest in this firm?

Yes/No..... (Delete as necessary).

I certify that the above information is correct.

.....
.....

(Title)

.....

(Signature)

(Date)

*** Attach proof of citizenship**

TENDER-SECURING DECLARATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

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 tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Regulatory Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) Have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
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, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged 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 Tender 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]*

PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

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

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date] (Amend accordingly if provided by Insurance Company)

INTEGRITY DECLARATION

I/We/Messrs.....of
Street/avenue, Building, P. O. Box.....Code, of
(town), (Nationality), Phone E-mail
declare that Public Procurement is based on a free and fair competitive
tendering process which should not be open to abuse.

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

Tender name:

Tender No.

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

Dated this day of 20.....

Authorized Signature.....Official Stamp
.....

Name and Title of
Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of
Street/avenue, Building, P. O. Box.....Code, of
(town), (Nationality), Phone: E-mail
declare that I/We /Messrs are not
debarred from participating in public procurement by the Public Procurement
Oversight Authority pursuant to section 41 of the Public Procurement and
Disposal Act, 2015.

Dated this day of 20.....

Authorized Signature.....Official Stamp

.....

Name and Title of

Signatory.....