

KEMRI | Wellcome Trust

**KEMRI-Wellcome Trust Research Programme (Centre for Geographic Medicine
Research Centre)**

INVITATION TO TENDER (ITT)

KEMRI-WELLCOME TRUST RESEARCH PROGRAMME (KWTRP)

**PROVISION OF CLEARING & FORWARDING SERVICES /CUSTOMS
AGENCY SERVICES FOR GOODS
TENDER NO. KWTRP/03/ 2022**

CLOSING DATE: 9th February 2022

CLOSING TIME: 2.00 PM

January 2022

24th January 2022

Dear Sir/Madam,

INVITATION TO TENDER (ITT) NO. KWTRP/03/ 2022: PROVISION OF CLEARING & FORWARDING SERVICES /CUSTOMS AGENCY SERVICES FOR GOODS

1. AFRICAN RESEARCH COLLABORATION FOR HEALTH LIMITED (ARCH), Operating as KEMRI Wellcome Trust Research Programme (KWTRP), without obligation on its part, invites bids for provision of the services on this tender.

This ITT is sent by email to the registered official company email address of the designated recipient. **Bidders are required to acknowledge receipt of the tender document by return of mail.**

On receipt of this ITT please inform us

- (a) that you have received the letter of invitation; and
- (b) whether or not you will submit a bid for the assignment

1.1. Important Instructions:

- 1.1.1 Kemri Wellcome Trust invites sealed tenders from interested, eligible and qualified Clearing & Forwarding Service providers for the Provision of Clearing & Forwarding Services /Customs Agency Service.
- 1.1.2 Interested and eligible firms may obtain further information from Purchasing@kemri-wellcome.org as and when required
- 1.1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of this tender.
- 1.1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and be deposited in the Tender Box **situated at the Kemri Wellcome Trust main gate offices in Kilifi and addressed to;**

**The Procurement Department
KWTRP
P.O Box 230-80108
KILIFI**

to be received on or before 9th February 2022 at **2.00 PM.**

Soft Copies of the Tender submissions can be sent to Tender@kemri-wellcome.org & copied to Purchasing@kemri-wellcome.org

A Virtual clarification meeting to give an overview of the requirement, is set for Thursday, 27th January 2022 at 11.00am. Bidders are required to confirm availability for the meeting so that we can send them a link to the meeting. The meeting will be done virtually on Teams platform.

1. Bidders are advised to acquaint themselves with the following critical Submission dates.

	Event	Venue	Date	Time
1	Clarification Meeting	Virtually on teams	27/01/2022	11.00Hrs
2	RFP Closing	Kilifi Offices	09/02/2022	14.00Hrs
3	RFP Opening	Kilifi Offices	Immediately	
4	Pre-Contract Meeting	Kilifi Offices	TBA	
5	Work Commencement & Completion	Kilifi & Nairobi Offices	TBA	
6	Focal Person: Senior Procurement officer			
7	Enquiries regarding this Request For Proposal should be directed to Procurement Department on Tel 0709983064 or email purchasing@kemri-wellcome.org .			

1.1.5 Tenders will be opened internally by KWTRP evaluation team.

1.1.6 The Tenderer must serialize all the documents provided with the tender document (in the format 1,2,3,4.....to the last page) and indicate total number of pages on the cover page. Bids **Must** be typed, handwritten bids will not be accepted.

1.1.7 Bulky tenders shall be presented at the Procurement office for receiving & safe keeping. Bidders must ensure that their documents have been stamped as received and recorded in the register for bulky tenders.

1.1.8 Late bids or incomplete bids will **not** be accepted under **any** circumstances.

1.1.9 The service to be provided under this tender is detailed under the **TOR** Any subsequent amendments shall be notified in writing to bidders.

1.1.10 Upon the award, the successful bidder shall provide the services with the highest standards of professional and ethical competence and integrity, together with fulfilment of all applicable legal requirements and instructions contained in our "GENERAL CONDITIONS" with which the bidders are expected to be acquainted in as far as these conditions are not modified by any stipulation conditions in the tender documents. **No appeal is admissible over the awarding of the contract.**

1.2 Prequalification mandatory requirements:

ALL Bidders will be required to submit their company profile and to satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya.

ALL Bidders MUST;

- a) Submit detailed company Profile with the organization chart(organogram), Quality Assurance/Control statements and Health & Safety Policy. Profile should describe the nature of business, field of expertise and physical office location/s in Kenya.
- b) Copy of Valid KRA Customs License to operate as a clearing agent
- c) Submit copy of Certificate of Incorporation / Registration
- d) Submit copies of Valid & Current Business Permit for both Nairobi & Mombasa Offices, Valid PIN Certificate, VAT and Valid Tax Compliance Certificate
- e) CR12 Form
- f) Submit a copy of Memorandum/Articles of Association
- g) Have been in business for a period of not less than 5 years and MUST have technical competence and capacity to undertake the said service.
- h) Provide audited financial statements for the last 3 years; -2018-2019/2020 - signed and stamped by an audit firm.
- i) Provide Reference letters from five (5) customers for successful completion of similar projects. Please indicate description of contract scope and indicate customers' telephone & email contacts.
- j) Ensure that the Confidential Business Questionnaire has been duly filled and relevant supporting documentation attached.
- k) Provide Copies of LPO's, Letters of award/signed contracts from five (5) Clients.
- l) Provide registration certificates with the relevant statutory bodies, i.e. licensing authorities and professional bodies e.g. Kenya International Freight & Warehousing Association (KIFWA), East Africa Customs Freight Forwarding Practicing Certificate (EACFFPC) etc.
- m) Valid Insurance Covers
- n) Letter(s) of agency or partnership where applicable
- o) Proof of International Air Transport Association (IATA) training by staff handling Infectious substance by air.
- p) Completed, signed and stamped price schedule in the format provided

- q) Duly filled and stamped Addendum(s)/ Clarifications issued must be attached (where applicable).
- r) Tender MUST be Submitted in the required format and serialized on each page of the bid submitted.
- s) Submit a copy of a valid Clearing & Forwarding Agent License (for the year 2021 Or 2022)

N/B

Bidders MUST satisfy the above Mandatory Requirements to qualify for the next evaluation stage.

1.3 Evaluation of Proposals:

1.1.3. The proposals will be evaluated in 3 stages, namely:

- a) Preliminary Evaluation/ Determination of Responsiveness (Mandatory requirements)
- b) Detailed Technical Examination (Using the criteria detailed within the scope of work)
- c) Financial Evaluation (Audited financial accounts)
- c) Site Visits or oral presentation where necessary.*

Yours Faithfully,

For ARCH (KEMRI/ Wellcome Trust Research Programme)

Senior Procurement Officer
Procurement Department.





SCHEDULE I
GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL CONDITION OF CONTRACT

1.1. Definitions

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

- a) "The contract" means the agreement entered between KWTRP and the Service Provider 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 services" means services to be provided by the Bidder including materials and incidentals which the tenderer is required to provide to KWTRP under the Contract.
- c) "KWTRP -" means the organization sourcing for the services under this Contract.
- d) "The Service Provider means the individual or firm providing the services under this Contract.
- e) "GCC" means general conditions of contract contained in this section
- f) "Day" means calendar day

1.2. Application

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

1.3. Services

- (i) The Service Provider shall perform the Services specified in Schedule III, "Terms of Reference or Scope of Service, "which is made an integral part of this Contract.
- (ii) The Service Provider shall provide all requirements to perform the Services as specified in Schedule III.
- (iii) The Service Provider shall submit to KWTRP the relevant reports in the form and within the time periods specified in Schedule III.

1.4. Term

The Service Provider shall perform the Services during the period indicated on the invitation to tender or any other period(s) as may be subsequently agreed by the parties in writing.

1.5. Payment

(i) Ceiling

For Services rendered pursuant to Schedule III, KWTRP shall pay the Service an amount not to exceed the amount which shall have been established based on the

understanding that it includes all the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.

(ii) Payment Conditions

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Service Provider of invoice (s) in duplicate to the KWTRP focal point.

(iii) Price Variation

RFP Price Variation shall not be allowed for contract not exceeding one year (12 months). Where contract price variation is allowed the variation should not exceed 10% of the original contract price.

1.6. Project Administration

(i) Focal Point

KWTRP designates as the Focal Point, the contact person specified on the invitation to tender.

The focal point will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the KWTRP and for receiving and approving invoices for payment.

(ii) Reports

The reports listed in Schedule III, shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made.

1.7. Performance Standards

The Service Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Service provider shall promptly replace any employees assigned under this Contract that the KWTRP considers unsatisfactory.

1.8. Confidentiality

The Service Provider shall not, during the term of this contract and within two years after its expiration disclose any proprietary or confidential information relating to the services, this contract or the KWTRP's business or operations without the prior written consent of the KWTRP.

1.9. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Service Provider for the KWTRP under the Contract shall belong to and remain the property of the KWTRP. The Service Provider may retain a copy of such documents and software.

1.10. Bidder not to be engaged in certain Activities

The Service Provider agrees that during the term of this Contract and after its termination the Service Provider and any entity affiliated with the Bidder shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

1.11. Insurance

The Service Provider will be responsible for taking out any appropriate insurance coverage.

1.12. Assignment

The Service Provider shall not assign this Contract or sub-contract any portion of it without the KWTRP's prior written consent.

1.13. Law Governing Contract and Language

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

1.14. Dispute Resolution

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

1.15. Termination for Default

KWTRP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractors terminate this contract in whole or in part:

- a) If the Service Provider fails to provide any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by KWTRP.
- b) If the Service Provider fails to perform any other obligation(s) under the Contract
- c) If the Service Provider in the judgment of KWTRP has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event KWTRP terminate 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 Service Provider shall be liable to KWTRP for any excess costs for such similar services. However, the Service Provider shall continue performance of the contract to extent not to terminate.

1.16 Termination of Insolvency

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

1.17 Termination for Convenience

KWTRP by written notice sent by Service Provider, 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 entities convenience, the extent to which performance of the Service Provider of the contract is terminated and the date on which such termination becomes effective.

1.18 For the remaining part of the contract after termination KWTRP may elect to cancel the service and pay the contractor an agreed amount for partially completed services.

SCHEDULE II - INSTRUCTIONS TO BIDDERS

SCHEDULE II - INSTRUCTIONS TO BIDDERS

2.1 Introduction

2.1.1 KWTRP will select a successful bidder among the invited bidders, in accordance with the method of selection detailed under this section.

2.1.2 Bidders are invited to submit a Technical proposal and a financial proposal in accordance with the instructions to the Request for Proposal.

2.1.3 Please note that;

(i) The cost of preparing the proposal and negotiating the contract including any visit to KWTRP are not reimbursable as a direct cost of the assignment.

(ii) KWTRP is not bound to accept any of the proposals submitted.

2.2 Clarification and amendment to the RFP documents

2.2.1 Bidders may request clarification of the bidding documents not later than the date stated in the Request for Proposal. Any request for clarification must be sent in writing by email to KWTRP's address indicated under the Request for Proposal. KWTRP will respond by email to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders invited to submit proposals Five (5) days before the closing date.

2.2.2 At any time before the deadline for submission of the proposals, KWTRP may for any reason; whether at its own initiative or in response to a clarification requested by a bidder, amend the RFP. Any amendment shall be issued in by email to all bidders and will be binding on them.

KWTRP may at its discretion extend the deadline for the submission of the proposals.

2.3 Validity and Preparation of proposals

2.3.1 Proposals shall remain valid for **120 days** after date of Proposal opening prescribed by KWTRP, under the RFP. The RFP valid for a shorter period shall be rejected by KWTRP as non-responsive.

2.3.2 In exceptional circumstances, KWTRP may solicit the Bidder's consent to an extension of the period of validity pursuant to clause 2.2 above. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its proposal.

2.3.3 The Bidder's proposal shall be written in English language.

2.3.4 In preparing the Technical proposal, bidders are expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.5 Documents constituting the RFP are;

- (i) Invitation to tender
- (ii) General Terms & Conditions
- (iii) Instructions to Tenderers
- (iv) Terms of Reference/Scope of Works
- (v) Price Schedule
- (vi) Confidential Business Questionnaire Form

2.4 Submission, Receipt and opening of proposals

2.4.1 The technical proposal and the financial proposal shall be prepared in indelible ink for the hard copies submitted. Both proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.4.2 The Technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and the financial proposal shall be placed in a sealed envelope duly marked “FINANCIAL PROPOSAL. *For those who intend to send the hard copies of their proposals.*

Both envelopes shall then be placed in an outer envelope and sealed. This outer envelope shall bear KWTRP’s address and clearly marked “DO NOT OPEN before the date indicated in the Request for Proposal as the deadline for submission.

2.4.3 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the Request for Proposal – Section I. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual bidder unopened.

2.4.4 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee.

2.4.5 Bidding documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3..... n where n is the last page) **(MANDATORY)**.

2.5 Evaluation of the Proposal (General)

2.5.1 To assist in the examination, evaluation and comparison of Proposals, KWTRP may at its discretion, ask the bidder for a clarification of its Proposal. 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.

2.5.2 Any effort by the bidder to influence KWTRP in KWTRP's evaluation process, proposal comparison or contract award decisions may result in the rejection of the bidders Proposal.

2.5.3 The proposals will be evaluated in 4 stages, namely:

- a) Preliminary Evaluation/ Determination of Responsiveness (Mandatory requirements)
- b) Detailed Technical Examination (Using the criteria detailed within the scope of work)
- c) Financial Evaluation (Audited financial accounts & pricing)
- c) Site Visits or oral presentation where necessary.

2.6 Determination of Responsiveness

2.6.1 This stage of evaluation shall involve examination of the Preliminary mandatory requirements as set out in the letter of Request for Proposal and any other conditions stated in the bid document.

2.6.2 The bidders who do not satisfy the requirement in the Preliminary evaluations shall be considered Non-Responsive and their proposals will not be evaluated further.

2.7 Detailed Technical Examination

2.7.1 The evaluation committee appointed by KWTRP to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out below.

The Technical criteria that to be used in evaluating the Proposals will be as follows: -

To be eligible for the next stage of Evaluation, bidders must score a minimum of 70 marks and provided a minimum of 50% of the total marks is scored in each of the eight qualifying criteria mentioned below.

2.7.2 Any technical proposal which fails to achieve the minimum score indicated above shall be rejected at this stage and will not proceed to the next stage of evaluation

2.8 Financial proposal and Evaluation

2.8.1 In preparing the financial proposal, if any, the Bidders are expected to take into account the requirements and conditions as outlined in the RFP document.

2.8.2 The Financial proposal, if any, must remain valid for 120 days after the submission date. KWTRP will make best efforts to complete negotiations within this period.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e.) whether the bidder has costed all the items in the schedule of prices. The cost of any unpriced items in the schedule of prices shall be assumed to be included in other costs in the proposal.

2.8.4 Proposals determined to be substantially responsive shall be checked for any arithmetic errors in based on the rates and the total sums indicated in the pricing schedule.

2.8.5 Confirmation shall be sought in writing from the proposals whose proposal sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their proposed sums.

2.8.6 The amount stated in the proposal will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the proposal may be rejected

2.8.7 The Financial proposal shall provide the information required under the pricing schedule

2.8.8 The lowest bidder will be allocated the maximum score of 100 and will be invited for negotiations where necessary.

2.9 Negotiations (*where necessary*)

2.9.1 Having selected the winning bidder, KWTRP will hold negotiations with the winning bidder to reach agreements on all points regarding the project and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, proposed methodology and work plan. Special attention will be paid to getting the most economically advantageous bidder that can best offer the service within the available budget and to clearly define the inputs required from KWTRP to ensure satisfactory implementation of the project.

2.9.3 The negotiations will be concluded with a review of the draft contract. To complete negotiations KWTRP and the selected bidder will initial the agreed Contract. If negotiations fail, the KWTRP will invite the bidder whose proposal achieved the second highest score to negotiate a contract

2.10 Award of Contract

2.10.1 The contract will be awarded following negotiations. After negotiations are completed KWTRP will promptly notify the other bidders that they were unsuccessful.

2.10.2 The selected bidder is expected to commence the project on the date at the location specified by KWTRP.

2.11 KWTRP' Right to accept any Proposals and vary quantities

2.11.1 Notwithstanding clause 10 above, KWTRP reserves the right to accept or reject any proposal, and to annul the RFP process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of KWTRP's action.

2.12 Confidentiality

2.11. Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning individual bidder has been notified that he/she has been awarded the contract.

2.13 Notice of Award

The successful respondent will be notified of the award of contract upon a favorable decision by the programme.

SECTION III – TERMS OF REFERENCE (TOR)

SECTION III – TERMS OF REFERENCE (TOR)

BACKGROUND

African Research Collaboration for Health limited (ARCH) operating as KEMRI Wellcome Trust Research Programme (KWTRP), wishes to procure clearing and forwarding services for dry goods among others for a period of two years.

KWTRP is currently directly and indirectly importing & exporting among others, Dry & Non-Dry Cargos e.g. Equipments, Cold chain Shipments that requires temperature monitoring while in transit (Sheep & Horse blood, cold-chain reagents) e.t c to be used within its branches mostly in Kilifi and Nairobi and to any different part of Kenya and other countries as need arises.

TERMS OF REFERENCE (TOR)

- The bidder shall always exercise reasonable care and professionalism in executing duties and shall act in good faith on behalf of KWTRP while providing the clearing and forwarding services.
- Clearing of consignments without incurring storage charges and demurrage or penalties by custom-Preparation of pick up order (MPRO), NOI Lodging and applying for IDF.
- Execute Customs Bonds (CB1A) for Consignments cleared under exemption letters where applicable & cancel the bonds
- Monitor each shipment and submit daily report showing clearance position and any other information until the cargo is cleared and delivered. In Addition, the clearing agent must make telephone calls to the KWTRPs' representative to confirm receipt of information.
- Monitor the temperature for items that are temperature sensitive while items are in transit.
- Advise K W T R P on existing customs/KPA regulations and changes affecting clearance and handling of cargo.
- Sourcing for items not available locally when requested to by KWTRP
- Advise K W T R P promptly on payable duties and taxes on form C.17 to enable K W T R P organize payment directly to KRA.
- Pay **ALL OTHER DISBURSEMENTS** and other third parties' payments at the port of entry an approval from KWTRP to pay such charges on behalf of KWTRP.

Disbursement fees will be for mutually agreed payments by the clearing agents including but not limited to KPA charges, import invoice charges and container deposit, shipping line storage charges.

- Submit Monthly reports to KWTRP on all Imports and Customs transactions with the supporting documents.
- Timely refund of container deposit
- Transport the consignment from Mombasa port or Jomo Kenyatta International Airport to our Nairobi Office or to Kilifi Office or to any other parts of the Country as and when required.
- Exporting items as and when required e.g exporting Equipments for repairs.
- Loading and offloading of consignment
- Preparation of all KRA documentation
- Securing of shipping charges & port charges
- Provision of security escorts or local insurance before receipt of goods by KWTRP
- Frequency of availability: all the time 24 hours
- Processing of refund claims from KRA
- Liaison with KRA

2.8 Detailed Technical Examination

2.8.1 The evaluation committee appointed by KWTRP to evaluate the tenders shall carry out the evaluation of technical bids following the criteria set out below:

EVALUATION CRITERIA		
No.	Criterion	Score
1.	<p>Relevant Experience for Assignment (documentary evidence should be provided).</p> <p>(a) Evidence of at least five (5) years' experience in the provision of clearing and forwarding services. Attach at least 5 relevant references with the details of service provided. <i>(1 mark each)</i></p> <p>(b) Evidence of at least five (5) successful services of a similar nature offered/Projects undertaken. Provide a list with accompanying evidence of completed or ongoing services/projects. Provide Contracts, orders from reputable firms that the bidder has worked with within the last (4) years. <i>(1 marks each)</i></p>	30 Marks

	<p>(c) Technical capacity, resources available for the assignment:</p> <p>(i) Attach proof of access to transportation trucks at least 2 trucks – ownership documents/logbooks and/or lease/hire agreements for the trucks to be provided (4 marks)</p> <p>(ii) Attach letter from your bank confirming credit worthiness and financial capability to meet other disbursements related to the assignment to be paid in advance on behalf of client. (2 marks)</p> <p>(iii) Warehousing- Availability of warehouse facility (Attach copies of lease agreements) owned or leased (2 Marks)</p> <p>(d) Timely Clearance</p> <p>(i) Evidence of at least three (3) airfreight consignments cleared within three (3) consignment at the port in the last six (6) months. Attach Entry and progress on Cargo Clearance reports for those consignments. The process of Cargo clearance must clearly indicate the activities from the date consignment arrived to the date the consignment was cleared. (6 marks)</p> <p>(ii) Evidence of at least three (3) sea-freight consignments cleared within the five (5) days from the ship’s arrival in the last six months- Attach the customs Entry ad progress on Cargo Clearance must clearly reports for those consignments. The progress on cargo clearance must clearly indicate the activities from the date consignment arrived in the date the consignment was cleared. (6 marks)</p>	
2.	<p>Methodology and Approach</p> <p>Understanding of the Terms of Reference (TORs)</p> <p>(a) Conformity to the TORs including Tenderer’s initiatives and comments on the TORs (5 marks)</p> <p>(b) Realistic work plan setting out the key requirements and timeframes as per TOR (5 marks)</p> <p>(c) Appropriateness of Methodology</p> <p>Adequacy and quality of the proposed methodology to be used during provision of the clearing and forwarding services assignments. (10 marks)</p>	25 Marks

	(d) Project schedule, manning, allocation of proposed staff and final recommendation outline of timelines for delivery that is practicable and applicable in meeting KWTRP's requirement. (5 marks)	
3.	<p>Human Resource Capacity</p> <p>(a) Qualifications and competence of the staff for the assignment (attach CVs and relevant certificates). The experience should be demonstrated in the CVs of the proposed professional staffs and signed by the owners of the CVs. University degree, preferably 5 years' experience, positions held, duration with firm and experience clearing and forwarding services (attach detailed CV) the points of award will be based on the qualifications and experience of the team leader.</p> <p>(i) Qualification and Competence of two (2) key senior management staff in the relevant field</p> <ul style="list-style-type: none"> • Minimum Master's Degree (6 marks; -3 marks per staff) • Degree (4 marks; - 2 marks per staff) • Diploma & below (1 point per staff) <p>(ii) Experience of two key management staff named above in the clearing & forwarding projects/services</p> <ul style="list-style-type: none"> • Above 10 years' experience (5 marks; -2.5 marks each) • Five (5) to ten (10) years (4 marks; -2marks each) • Below five (5) years (0 per staff) <p>(b) Other key staff, ;(operational & or technical staff)- Provide 2 personnel: Professional qualification in the relevant field and experience in the clearing and forwarding sector (attach CVs) (each CV must be signed by the owner of the CV and attach evidence of the qualifications and experience) (4 marks;- 2 marks each)</p>	15 Marks
4.	<p>Operations Capacity</p> <p>(a) Payments of import duties and Handling charges on behalf of the client (attach Bank receipts or invoices to clients).</p> <ul style="list-style-type: none"> • Evidence of at least five (5) shipments on which the clearing agent has paid import duties and cargo handling charges of Kenya Shillings One Million (Kshs. 1,000,000.00) on each shipment on behalf of the Client for the last 3 years. (10 marks). <p>(b) Execution of Custom Bonds (attach copies of the bonds)</p>	24 Marks

	<ul style="list-style-type: none"> Evidence of at least two (2) customs bonds (CBIA/CB10) the bidder has executed within the last twelve (12) months. (4 marks) <p>(c) Warehousing</p> <ul style="list-style-type: none"> Availability of warehouse facility (attach copies of title or lease agreements Owned/Leased) (4 marks) <p>(e) Office Physical Location</p> <ul style="list-style-type: none"> Presence of office in Nairobi (3 marks) Presence of office in Mombasa (3 marks) 	
5.	<p>Financial Audited Accounts</p> <p>Firms financial audited accounts for the last 3 years (Positive cash flows for each year, 2 marks each).</p>	6 Marks
	<p><i>N/B: Non-submission of the required documentation as proof will earn a zero score. To be considered technically responsive the tenderers must score a minimum of 75 marks out of the possible 100 marks. Only tenderers who score 75 marks and above will proceed to the financial evaluation.</i></p> <p><i>ARCH/KWTRP will have the right to authenticate the documents submitted by the bidders and any document found to be false will lead to disqualification from the evaluation process. ARCH/KWTRP will have the right to report any falsified information to the relevant Government Agencies.</i></p>	

AWARD OF CONTRACT

Award of contract will be to the eligible tenderer:

- (i) who has submitted the tender document in line with the tender requirements
 - (ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 75 marks and above;
 - (iii) who has been determined to be the best priced on rates (least overall quoted rates Subject to Prevailing market prices/rates. In the event that the best priced bid on rates (lowest bid) is above the prevailing market prices the following will apply leading to award;
 - (iv) bids who having qualified in (ii) above and emerged between ranks one (1) to three (3) in the financial evaluation will be considered further for competitive negotiation.
 - (v) The bidder (s) who having qualified in (iv) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer on the rates.
- The lowest Best and Final Offer on the rates shall be awarded the tender.

Any technical bid which fails to achieve the minimum score indicated above shall be rejected at this stage and will not proceed to the next stage of evaluation.

DUE DILIGENCE

The procuring entity prior to award of Tender **MAY** carry out due diligence to verify the accuracy of the information provided and past performance of the lowest evaluated tenderer. Any inconsistencies noted in any of the above requirements and unsatisfactory performance shall lead to automatic disqualification and second lowest evaluated tenderer shall be considered for the award.

SCHEDULE IV: PRICING SCHEDULE

No.	Description of Services Offered	Rate per Service inclusive VAT	Total Price per Service	Other Comments
1.	Processing of IDF			
2.	Handling Charges for 40ft Container (Loading & offloading))			
3.	Handling Charges for 40ft Container (Loading & offloading			
4.	Transport Charges per KG from Mombasa Port to Kilifi			
5.	Transport Charges per KG from Mombasa Port to Nairobi			
6.	Transport Charges per 20ft Container from Mombasa Port to Nairobi			
7.	Transport Charges per 20ft Container from Mombasa Port to Kilifi			
8.	Transport Charges per 40ft Container from Mombasa Port to Nairobi			
9.	Transport Charges per 40ft Container from Mombasa Port to Kilifi			
	Description			% Rate
10.	Agency fee on clearance of consignment CIF by SEA (KRA documentation charges, securing of shipping charges & Port charges, security escorts or local insurance charges, verification fees).			
11.	Agency fee on clearance of consignment CIF by AIR (KRA documentation charges, securing of shipping			

	charges &Port charges, security escorts or local insurance charges, verification fees).			
12.	Disbursement fees for mutually agreed payments by the clearing agent (e.g KPA charges, import invoice charges and container deposit, shipping line storage charges)			
13.	Any other charges			

