

Health Research Operations Kenya Limited
(A Company Limited by Guarantee)

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INVITATION TO TENDER (ITT)

**PROVISION OF TAXI SERVICES FOR
AIRPORT TRANSFERS, LOCAL
TRANSFERS & FIELD WORK WITHIN
COAST REGION**

TENDER NO. HROKL/ 19/ 2025

OCTOBER 2025

27 October 2025

Dear Sir/ Madam,

RE: INVITATION TO TENDER (ITT) NO. HROKL/ 19/ 2025: PROVISION OF TAXI SERVICES FOR AIRPORT TRANSFERS, LOCAL TRANSFERS & FILED WORK WITHIN COAST REGION.

1. Health Research Operations Kenya Limited (HROKL), without obligation on its part, invites bids for subject services.
2. 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 mail**
 - 2.1 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 tender

Important Instructions:

3. There will be a **clarification meeting on 4th November 2025 at 11:00 Hrs at HROKL** offices along Hospital Road, Kilifi.
4. The whole tender document is to be printed, completed and sealed in a plain envelope clearly marked with the tender number and title. Each page of the tender document should be signed/initialled accordingly.
5. Sealed bids marked **“INVITATION TO TENDER NO.HROKL/19/2025: PROVISION OF TAXI SERVICES FOR AIRPORT TRANSFERS, LOCAL TRANSFERS & FIELD WORK WITHIN COAST REGION”** must be deposited in the tender box located at the main gate of HROKL offices along hospital road, Kilifi, **or to email Purchasing@kemri-wellcome.org on or before 11th November 2025**
 - 5.1 Tenders submitted by email must have their financial bid protected by a password to be communicated upon request of HROKL.
 - 5.2 Bulky Tenders shall be presented at the Procurement Manager’s office for receiving safe keeping. Bidders must ensure that their documents have been stamped as received and recorded in the register for bulky tenders.
 - 5.3 Late bids or incomplete bids will **not** be accepted under **any** circumstances.
6. The price quotation, in strict accordance with the requirements of 3rd Schedule **shall** be typed on the blank format. Handwritten bids shall be **disqualified**.
7. 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.
8. The service to be provided under this tender is detailed under 2nd Schedule (Scope of Service). Any subsequent amendments shall be notified in writing to bidders.

Time Table:

9. The bidder is advised to acquaint themselves with the following critical tender dates.

	EVENT	VENUE	DATE	TIME
1.	Clarification Meeting	HROKL Offices	04/11/2025	11.00Am
2.	Tender Closing/ Opening	HROKL Offices		
3.	Work Commences	TBA		
4.	Work Completion	TBA		
5.	Focal person – Head of Facilities and Transport			
6.	Enquiries regarding this tender should be directed to Procurement Office on purchasing@kemri-wellcome.org or call 0709983064 during weekdays as from 9.00am to 5.00pm			

Mandatory Preliminary requirements:

10. **ALL** Bidders will be required to submit their company profile (including organisation structure) and to satisfy all relevant licensing and/or registration with the appropriate statutory bodies in Kenya. Bidders MUST;
- Submit a copy of Company Profile
 - Submit copy of Certificate of Incorporation/ Registration, where there is a change of name, include the change of name Certificate.
 - Submit copies of PIN, VAT Certificate
 - Valid Business Permit
 - Valid CR12 Form
 - Current Tax Compliance Certificate
 - Be properly registered with the relevant licensing/professional authorities/bodies such as NTSA
 - Have been in business for a period of five (5) years and above
 - Provide fully signed audited financial statements for the last three (3) years (2022, 2023 & 2024)
 - Provide solid reference from their banker (s)
 - Provide recommendation letters from five (5) Major customers/Clients Served with Similar Services.
 - Ensure that the Confidential Business Questionnaire has been duly filled, signed and stamped with relevant supporting documentation attached.
 - Evidence of PSV Licencing of Fleet- Copy of Licence
 - Copy of Valid Kenya taxi & Cabs Association registration/membership
 - Well organised bid document serialised and paginated with reference table of contents for all the attachments.

Evaluation of Tenders:

11. The tenders will be evaluated in 3 stages, namely:

- a) Determination of Responsiveness (Mandatory requirements)
- b) Detailed Technical Examination
- c) Price/ Cost Analysis
- d) Due diligence/Site Visit

Yours faithfully,

For Health Research Operations Kenya Limited

Sadimba Anne

Department Department



SECTION II - INSTRUCTIONS TO TENDER

2.1 Eligible bidders

- 2.1.1. This Invitation to tender is open only to invited bidders.
- 2.1.2. Bidders associated in any way with HROKL's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices.

2.2 Cost of tendering and Contents of tender documents

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and HROKL, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 Documents constituting the ITT are
 - (i) Invitation to tender
 - (ii) Instructions to Tender
 - (iii) General Conditions of Contract
 - (iv) Scope of service and Specification
 - (v) Price schedules
 - (vi) Confidential business questionnaire form
- 2.2.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.3 Clarification and amendment to the documents

- 2.3.1. Bidders may request clarification of the bidding documents not later than the date stated in the Invitation to Tender. Any request for clarification must be sent in writing by email to HROKL's address indicated under the Invitation to Tender. HROKL 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 tenders Five (5) days before the closing date.
- 2.3.2. At any time before the deadline for submission of the tenders, HROKL may for any reason; whether at its own initiative or in response to a clarification requested by a bidder, amend the ITT. Any amendment shall be issued in by email to all bidders and will be binding on them. HROKL may at its discretion extend the deadline for the submission of the tenders.
- 2.3.3. All invited bidders who have received the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.3.4. In order to allow bidders reasonable time in which to take the amendment into account in preparing their tenders, HROKL, at its discretion, may extend the deadline for the submission of tenders.

2.4 Validity and Preparation of tenders

- 2.4.1. Tenders shall remain valid for **120 days** after date of tender opening prescribed by HROKL, under the invitation to tender. A tender valid for a shorter period shall be rejected by HROKL as non-responsive.

- 2.4.2. In exceptional circumstances, HROKL may solicit the Bidder's consent to an extension of the period of validity pursuant to clause 2.4 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 tender.
- 2.4.3. The Bidder's tender shall be written in English language and prices shall be quoted in Kenya Shillings.
- 2.4.4. In preparing the technical proposal, bidders are expected to examine the documents constituting the ITT in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.5 Tender Prices

- 2.5.1. The bidder shall indicate on the Price schedule the unit prices where applicable and total tender prices of the Services under the contract.
- 2.5.2. Prices indicated on the Price Schedule shall be the cost of providing the service including all taxes payable.
- 2.5.3. Prices quoted by the bidder 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 these instructions.
- 2.5.4. Where contract price variation is allowed, the variation shall not exceed **10%** of the original contract price.

2.6 Tender Security – *Not Applicable to this Tender*

2.7 Pre-tender Meeting and Site Visit

- 2.7.1. **The pre-tender meeting is as prescribed in the Invitation to Tender.**
- 2.7.2. The purpose of the meeting will be to visit site, clarify issues and to answer questions on any matter that may be raised at that stage.
- 2.7.3. Bidders are encouraged to visit the site to familiarise themselves with details of the work before tendering and are requested as far as possible to raise maximum possible issues/queries in writing during pre-tender meeting for discussion and clarification, to reach HROKL not later than five (5) days before the meeting. The questions and responses will be transmitted in form of an addendum pursuant to Clause 2.4. Any modification of the tender documents listed in – Clause 2.4 which may become necessary as a result of the pre-tender meeting shall be made by HROKL exclusively through the issue of an addendum.
- 2.7.4. Non-attendance of the pre-tender meeting **WILL NOT BE cause for disqualification** of a bidder.

2.8 Submission, Receipt and opening of tenders.

- 2.8.1. The technical bid and the financial bid shall be prepared in indelible ink. Both bids 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 tender.
- 2.8.2. For each bid the bidder shall prepare **one original copy** and mark each copy appropriately.
- 2.8.3. The Technical bid shall be placed in a sealed envelope clearly marked "TECHNICAL BID" and the financial bid shall be placed in a sealed envelope duly marked "FINANCIAL BID". **Both**

envelopes shall bear the address of the bidder submitting the tender for purposes of returning the bids unopened pursuant to these instructions to tender. Both envelopes shall then be placed in an outer envelope and sealed. This outer envelope shall bear HROKL's address and clearly marked "DO NOT OPEN before the date indicated in the invitation to tender as the deadline for submission.

- 2.8.4. The completed Technical and Financial bids must be delivered at the submission address on or before the time and date of the submission of the bids indicated in the Invitation to Tender – Section I. Any tender received later than the closing date for submission of tenders shall be rejected and returned to the individual bidder unopened.
- 2.8.5. After the deadline for submission of tenders the outer envelope and the technical bid tenders shall be opened immediately by the opening committee. The financial bids shall be marked with the individual bidders number allocated at the time of opening the outer envelope and the technical bids but shall remain sealed and in the custody of a responsible officer of HROKL up to the time set for opening them.

2.9 Evaluation of the Tender (General)

- 2.9.1. To assist in the examination, evaluation and comparison of tenders HROKL may at its discretion, ask the bidder 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.
- 2.9.2. Any effort by the bidder to influence HROKL in HROKL's tender evaluation, tender comparison or contract award decisions may result in the rejection of the bidders tender.
- 2.9.3. The tenders will be evaluated in 3 stages, namely:
- (a) Determination of Responsiveness (Mandatory requirements)
 - (b) Detailed Technical Examination
 - (c) Cost/ Financial Bid Evaluation

2.10 Determination of Responsiveness

- 2.10.1. This stage of evaluation shall involve examination of the Preliminary mandatory requirements as set out in the letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions may include the following:

- a) Submit a copy of Company Profile
- b) Submit copy of Certificate of Incorporation/ Registration, where there is a change of name, include the change of name Certificate.
- c) Submit copies of PIN, VAT Certificate
- d) Valid Business Permit
- e) Valid CR12 Form
- f) Current Tax Compliance Certificate
- g) Be properly registered with the relevant licensing/professional authorities/bodies such as NTSA
- h) Have been in business for a period of five (5) years and above
- i) Provide fully signed audited financial statements for the last three (3) years (2022, 2023 & 2024)
- j) Provide solid reference from their banker (s)

- k) Provide recommendation letters from five (5) Major customers/Clients Served with Similar Services.
- l) Ensure that the Confidential Business Questionnaire has been duly filled, signed and stamped with relevant supporting documentation attached.
- m) Evidence of PSV Licencing of Fleet- Copy of Licence
- n) Copy of Valid Kenya taxi & Cabs Association registration/membership
- o) Well organised bid document serialised and paginated with reference table of contents for all the attachments.

2.10.2. A bidder who does not satisfy any of the above requirements shall be considered Non-Responsive and their tender will not be evaluated further.

2.11 Detailed Technical Examination

2.11.1. The evaluation committee appointed by HROKL to evaluate the tenders shall carry out the evaluation of technical bids following the criteria set out below;

The Technical criteria that will be applied in evaluating the tenders will be as follows:-

	CRITERIA	MARKS
1	Detailed Background and General Experience (15 Marks)	15 Marks
	<i>Over five (5) years overall experiences in provision of Taxi services and Field Vehicles, provide a statement of capabilities and references preferably corporate or other organizations, (attach at least five (5) proof of previous similar works i.e, Contracts/ orders or recommendation letters. 2 Marks per proof or evidence.</i>	10 Marks
	<i>Place(s) where the company conducts its business, physical office location. -2 Marks</i>	2 Marks
	<i>Provide at least five (5) referees, with telephone and email contacts-3 Marks</i>	3 Marks
2	Appropriate personnel & Support capability (Supervisor & Drivers) (20 marks)	20 Marks
	<i>(i) Provide the details of qualifications and experience of the supervising person(s) or Key Management staff to be deployed to the contract. Attach Curriculum Vitae and Copies of Academic Certificates. 10 Marks</i> • <i>Over 10 years' Experience (5 Marks)</i> • <i>5-10 years' Experience (3 Marks)</i> • <i>Below 5 years' Experience (1 Marks)</i> <i>(ii) Qualification of Supervising or Key Management</i> • <i>Masters (5 marks)</i> • <i>Degree (4 Mark)</i> • <i>Diploma (3 Marks)</i>	

	• Certificate (2 Marks) • KCSE (1 Mark)	
	(iii) Attach current Curriculum Vitae (CVs), copies of certificates for at least 10 Drivers (including refresher courses such as defensive driving, road safety, etc.), 5 Marks(0.5 marks per Driver)	
	(iv) Attach proposed list of at least Five (5) drivers – attach copies of Valid Drivers' licenses, and certificates of good conduct for each driver. 5 Marks (1 Mark per driver)	
3	Equipment Capability and Compliance to legal/ statutory requirements (35 Marks)	35
	(i) List of Vehicles proposed for carrying out the Contract (5 marks) • Over 10 Vehicles (5 Marks) • 5-10 Vehicles (4 Marks) • Below 5 Vehicles (0 Marks) • Indicate number of Vehicles to be dedicated to the Programme (1 point per vehicle to a maximum of 5 Marks) 5 Marks	
	(ii) Proof of ownership/lease of fleet of vehicles; at least five(5) vehicles for the proposed assignment (Logbooks/ Agreements)-5 marks	
	(iii) A statement of where the vehicles can be viewed-2 marks	
	(iv) Insurance –Valid Third Party of Public Liability Insurance for vehicles and insurance to indemnify against any loses or breakages. 5 marks	
	(v) Valid Inspection Stickers-5 marks	
	(vi) PSV stickers-4 marks	
	(vii) Evidence of Safety Belts fitting and Speed Governors, Life Savers, First Aid boxes etc-4marks	
	(viii) Evidence of Vehicle Tracking system- Attach copy of contract/tracking system certification. 2 Marks	
4	Methodology and Plan for Service contracts management (10 Marks)	10
	Method of Work Statement- should include but not limited to:	
	(i) A plan to Meet Specifications- 2 Marks	
	(ii) Response to our Schedule of Work- 2 Marks	
	(iii) Safety Precautions-marks-4marks	
	(iv) Other relevant information-2marks	
5	Health and safety (10 marks)	10

	Health and safety Policy (i) Provide evidence of existing Health & Safety Policy. 2 Marks (ii) Commitment from top management to provide resources for training staff and compliance with safety measures in other institutions. <i>Full marks for fully signed commitment (2 marks)</i>	
	(iii) Job Safety Analysis/ Mitigation of risks and reporting of incidents <i>Full marks for provision of risk assessment, mitigation measures report (2 marks)</i>	
	(iv) List appropriate Personal Protective Equipment (PPE) to drivers who will be deployed for the above assignment. <i>Full marks for listing of appropriate PPE (2 marks)</i>	
	Incident Management - <i>availability of Incident report form (2 marks)</i>	
6	Financial Capability (10marks)	10
	(i) <i>Signed and stamped financial audited accounts for the last three years (2022, 2023 & 2024)-5marks</i>	
	(ii) <i>Evidence of adequacy of working capital and Access to lines of credit-3marks</i>	
	(iii) <i>Availability of other financial resources where necessary-2marks</i>	
	TOTAL	100

To be eligible for the Financial Evaluation, bidders must score a minimum of 75 marks and provided a minimum of 50% of the total marks is scored in each of the eight qualifying criteria mentioned above.

2.4.1 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. The respective financial bid will be returned to the bidder unopened.

2.12 Financial Bid and Evaluation

2.12.1. In preparing the financial tender, the Bidders are expected to take into account the requirements and conditions as outlined in the ITT document. The Financial tender will therefore be as per the Pricing Schedule.

2.12.2. The Financial proposal must remain valid for **120 days** after the submission date. HROKL will make best efforts to complete negotiations within this period.

2.12.3. The evaluation committee will determine whether the financial tenders 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.

2.12.4. Tenders 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. Any inconsistencies shall be noted and reported. Where there is a discrepancy between the unit price and the line item total

resulting from multiplying the unit price by the quantity, the unit price as quoted will prevail, unless in the opinion of HROKL, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

2.12.5. Confirmation shall be sought in writing from the tenders whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums.

2.12.6. The amount stated in the tender 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 tender may be rejected.

2.12.7. The Financial proposal shall provide the information required under the pricing schedule.

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

2.13 Negotiations (*where necessary*)

2.13.1. Having selected the winning bidder, HROKL will hold negotiations with the winning bidder to reach agreements on all points regarding the service scope and sign a contract.

2.13.2. The negotiations will include a discussion on the technical bid, 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 HROKL to ensure satisfactory provision of the service.

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

2.14 Award of Contract

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

2.14.2. The selected firm is expected to commence provision of the services on the date and at the location specified by HROKL.

2.15 HROKL's Right to Accept any Tenders and vary quantities.

2.15.1. Notwithstanding clause 14 above, HROKL reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidders on the grounds of HROKL's action.

2.16 Confidentiality

2.16.1. Information relating to evaluation of tenders and recommendations of contract award shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process, until the winning bidder has been notified that they have been awarded the contract.

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 HROKL and the contractor 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 contractor including materials and incidentals which the tenderer is required to provide to HROKL under the Contract.
- c) “HROKL” means the organization sourcing for the services under this Contract.
- d) “The contractor 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 II, “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 II.
- (iii) The service provider shall submit to HROKL the relevant reports in the form and within the time periods specified in Schedule II.

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 II, HROKL shall pay the Contractor 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 Contractor.

(ii) Payment Conditions

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

1.6. Project Administration

(i) Focal Point

HROKL 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 HROKL and for receiving and approving invoices for payment.

(ii) Reports

The reports listed in Schedule II, 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 Contractor shall promptly replace any employees assigned under this Contract that the HROKL 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 HROKL's business or operations without the prior written consent of the HROKL.

1.9. Ownership of Material

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

1.10. Insurance

The service provider will be responsible for taking out any appropriate insurance coverage while performing the required service.

1.11. Assignment

The service provider shall not assign this Contract or sub-contract any portion of it without the HROKL's prior written consent.

1.12. 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

1.13. 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.

1.14. Termination for Default

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

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

1.15. Termination of Insolvency

HROKL 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 HROKL.

1.16. Termination for Convenience

HROKL 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.

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

2ND SCHEDULE – SCOPE OF SERVICE

Scope of Work and Specification

TOR FOR TAXI SERVICES AND FIELD VEHICLES WITHIN KILIFI AND MOMBASA

Background

Health Research Operations Kenya Limited (HROKL), the operating legal entity for KEMRI Wellcome Trust Research Programme (KWTRP) is well known internationally for its work tackling malaria and other infectious diseases among children and has a broad scope in Medical Research, Carrying out basic Laboratory-based research, Clinical and community-based studies, Health Systems and Health policy research. The Programme also conducts integrated epidemiological, social, laboratory and clinical research in parallel, with results feeding into local and international health policy. Its research platforms include state-of-the-art laboratories, a demographic surveillance system covering a quarter of a million residents, partnership with Kilifi County Hospital in health care and hospital surveillance, a clinical trials facility, a vibrant community engagement programme and a dedicated training facility.

INTRODUCTION

To support its day-to-day operations, especially airport transfers and other official movement of staff, researchers, and visitors, there is a need for reliable and professional taxi services.

HROKL therefore wishes to contract well-established vendor (s) who have a large fleet of vehicles that include saloon cars and mini-van vehicles (for airport and local transfers) and 4WD vehicles (for field work use).

The nature of our research work demand frequent travels for our staff, hence the high demand for taxis to/from the airport and occasionally the requirement for hiring vehicles for large field surveys. Other times, taxi services are required to supplement our own fleet by running errands for the programme.

GENERAL SCOPE OF WORK AND SPECIFICATION

1. The Scope of works/Terms of Reference will involve provision of;

1.1 General Transport Services

- (i) Transport Programme staff, visitors, and study material to or from the Programme premises, project sites, hospitals, airports, and accommodation facilities.
- (ii) Provide ad-hoc transport services during emergencies, off normal working hours, weekends, or public holidays as required.
- (iii) Transport laboratory samples and equipment under strict confidentiality and safety procedures as and when required.
- (iv) Collect and deliver oxygen cylinders from supplier to HDU as and when required.

1.2 Fleet and Vehicle Management

- (i) Provide proof of well-maintained, roadworthy vehicles (saloons, minivans, minibus, bus & 4WDs) with valid PCV insurance, RSL, inspection, and registration documents.
- (ii) Ensure vehicles are equipped with functioning air-conditioning system, seat belts, equipped with first aid kits, fire extinguishers and emergency warning triangles.
- (iii) Replace any vehicle that breaks down or becomes unfit for service immediately to avoid disruption to services.

1.3 Driver Requirements

- (i) All drivers must possess valid licenses, be medically fit, and have a minimum of Four (4) years' driving experience with evidence of certificate of good conduct.
- (ii) Drivers must exhibit high standards of professionalism, integrity, and confidentiality.
- (iii) Drivers should maintain daily logbooks or trip sheets, noting mileage, time, passengers carried, and destination.

1.4 Administrative & Reporting Obligations

- (i) Submit weekly or monthly invoices with attached trip records and any supporting documentation.
- (ii) Maintain records of all trips for at least 6 months for verification or audits.
- (iii) Report any accidents or incidents involving Programme staff immediately.

1.5 Service Standards

- (i) Availability: 24/7 response, including on weekends and holidays when required.
- (ii) Response Time: Not more than 30 minutes within town centers, and under 2 hours for rural deployment.
- (iii) Confidentiality: No discussions of staff activities or destinations outside the professional engagement.
- (iv) Compliance: All transport operations must comply with HROKL safety policies, and Kenyan traffic laws.
- (v) Have a good safety record in the transport industry.

1.6 Deliverables

- (i) Reliable daily transportation as requested by HROKL.
- (ii) Properly filled journey detail form with every invoice.
- (iii) Immediate replacement of faulty vehicles or drivers upon request.

1.7 Duration and Payment Terms

- (i) 30 days after invoice date
- (ii) Invoices to be submitted weekly for payments processes upon satisfactory verification.

1.8 Key Performance Indicators (KPIs)

- (i) On-time service delivery (minimum 95% punctuality).
- (ii) Clean and safe vehicles at all times.
- (iii) Proper conduct of drivers, no complaints received.
- (iv) Accuracy of trip documentation and invoicing.

1.9 Eligibility and Requirements for Bidders

- (i) Evidence of vehicle ownership or lease agreements.
- (ii) Copies of vehicle logbooks, driver licenses, and insurance.
- (iii) Demonstrate ability to scale up transportation on short notice.

2.0 Duration of Contract

Two (2) years with possibility of extension

3.0 Area of Operation

For Kilifi Office

Within Kilifi town and its environment – Mnarani, Mtwapa, Nyali, Coast General Hospital, Mombasa Town, Aga Khan Hospital, Pandya Hospital, MIA, destinations within 5kms of HROKL Kilifi. The vehicles, especially the taxis, should be strategically located within Kilifi town and in close proximity to our offices along Hospital Road, Kilifi and also have a base at the MIA airport in Mombasa.

4.0 Vehicle specifications

- i. Saloon cars, minivan vehicles and 4Wheel Drive vehicles.
- ii. The vehicles should be fairly new, maintained to high standards both mechanically and in presentation and complete with all safety requirements including airbags, safety belts, First Aid Boxes, Life Savers.
- iii. The vehicle must be road worthy and be compliant with all applicable Kenyan Traffic rules, including being comprehensively insured with full PSV insurance for all passengers and licensed as PSVs.

- iv. The vehicles must fully comply with traffic act CAP 403 and abide with TLB regulations including being fitted with appropriate and acceptable speed governors (Provide copies of certificates of speed governor installation), and Motor vehicle inspection where necessary (Provide valid inspection certificates)
- v. The vehicles should be fitted with two-way communication (VHF) radios linked to the control base for tracking purposes. Installation of real time GPS Tracking system will be an added advantage.
- vi. The fleet will be branded with the provider's colours or logo for ease of identification.

5.0 Personnel specifications

5.1 Supervisor/ Focal Person

Supervisor Must;

- (h) Have a minimum qualification of relevant Diploma in related studies (e.g. transport & logistics, fleet management) and a minimum of 3 years' experience (provide CV and copies of certificates).
- (ii) Be licensed to drive PSVs.
- (iii) Be conversant with all aspects of the Kenyan Traffic rules including road safety rules.

5.2 Drivers

Drivers Must;

- (i) Be qualified as per the law, must have not less than 5 years' driving experience and poses valid driving licenses and Certificates of good conduct from the Government of Kenya.
- (ii) Be licensed to drive PSVs.
- (iii) Provide proof of attendance of at least one refresher and one defensive driving course at AA of Kenya
- (iv) Have reasonable level of literacy and be conversant with customer service in addition to being persons of integrity.
- (v) It is desirable that the drivers should be uniformed with identification badges.

6.0 DETAILED SCOPE OF WORK:

- (i) The provider shall employ qualified drivers as per the law and demonstrate their attendance of at least one refresher and one defensive driving course at AA of Kenya per annum.

- (ii) Provider shall provide vehicles of ample and comfortable capacity for Pick up and drop off in addition to other hired transport on a need by need basis and shall comply with all aspects of public vehicles rules and requirements and ensure adherence to road safety.
- (iii) For Taxi and Transfer services, the Picking and dropping of HROKL staff and/ or visitors shall be to and from Airport, hotels and other destinations as may be indicated in requisite orders or signed vouchers. Such vouchers and orders shall be made only by authorized HROKL personnel and as the Service Provider may be advised from time to time.
- (iv) For Field work Vehicles, the provider shall abide by the itinerary provided by HROKL.
- (v) Timekeeping – strict timekeeping is of paramount importance and HROKL reserves full right in passing onto the Provider the amount of overtime and other allowances payable which HROKL may suffer as a result of the late departure/arrival of the field workers. Persistent bad time-keeping without satisfactory explanation or mitigating circumstances will be a serious breach of contract.
- (vi) The Provider shall provide supervision, dully qualified drivers and road worthy vehicles for this purpose.
- (vii) The Provider shall provide order books for use in the requisition of these services. Such order books shall be replenished from time to time, as the need arises.
- (viii) The Provider shall provide the schedule of charges and communicate any intended changes thereof at least two months before such changes take effect.
- (ix) The provider shall raise and submit a monthly schedule of costs incurred for services rendered to HROKL for payment. Payment terms shall be 30days from the date of Invoice.

7.0 SPECIAL MANDATORY REQUIREMENTS

- (i) Have over five (5) years' experience providing taxi services to corporate and/or other organizations with over 25 employees.
- (ii) Demonstrate good safety record in the transport industry.
- (iii) Provide proof of fleet being well maintained, reliable, clean and fitted with serviceable safety belts will be required.
- (iv) Provide details of fleet size, make and the year of manufacture with proof of ownership/ lease.
- (v) Demonstrate ability to supply additional transport on short notice or provide a replacement vehicle immediately in case of a breakdown to ensure business continuity in the event of a crisis even if it means using seamless alternative transportation arrangements.
- (vi) Provide a Health, Safety and Road safety policy.

8.0 REVIEW METINGS

There shall be a quarterly meeting between HROKL and the provider to review the performance and service provision by the provider and to suggest areas of improvement and action items.

9.0 DRUG & ALCOHOL

All provider personnel, especially drivers, shall not be under the influence of drugs or alcohol when performing the contract. Any cases of drug or alcohol shall be treated as a serious breach of contract.

10.PROVIDER CONTACT PERSON

The Provider shall advice HROKL of its contact person who shall be responsible for liaising with HROKL in all matters concerning this contract.

3RD SCHEDULE PRICING

3.0 SCHEDULE III - PRICING SCHEDULE FOR PROVISION OF TAXI SERVICES AND FIELD VEHICLES WITHIN KILIFI AND MOMBASA

3.1 The amount specified in the Pricing Schedule shall be the full and complete compensation to the provider for the work. The rates specified shall be fixed for the contract duration or extension thereof. All rates are based on the provider's anticipated costs for providing the manpower and specialized services resources specified in the Scope of Work and Specification - Schedule II. Whereas the Providers are free to enter rates in the Pricing Schedule for various activities as they may find justified, HROKL reserves the right to seek clarification on the makeup of rates, prices or lump sums which are judged to be overstated. Overstated prices are those considered to be beyond 10% of the programme counter estimate.

3.2 HROKL counter estimates are based on universal statistics and public sources and accepted as reflective of market levels.

3.3 If clarifications are not forthcoming or are found to be unsatisfactory, HROKL shall have the right to reject such rates, prices or lump sums, and expunge them from the tender. HROKL shall be entitled to demand clarification on such rates, prices or lump sums, irrespective of whether the bidder is lowest or not. Such information shall be *strictly confidential*. If the bidder fails to amend or justify such rates or prices, HROKL shall reserve the right to reject the entire bid.

3.4 Although having taxis waiting is not encouraged, it is important for the taxi services to indicate their rates for waiting charges to be taken up when deemed necessary.

3.5 All prices shall be inclusive of value added tax where applicable.

3.6 Payment will be made by bank transfer or cheque payment to an account provided by the provider 30 days after the date of invoicing.

3.7 The quotation based on Lump-sum payment for Scope of Work and specification detailed in Schedule II will be in the following format;

3.7.1 Rates for Ground Transfers (Hotels, Airport, e.t.c). Please attach schedule where applicable

	DESCRIPTION	SEATING CAPACITY	MILEAGE RATE (KM)
1.	SALOON/NOAH		
2.	VAN/4WD		
3.	COMBI/4WD VAN		
4.	MINI-BUS/ROSA		
5.	BUS		

N/B: Include charges per extra Kilometers and waiting charges where applicable.

3.7.2 Fieldwork/Return trips that covers 1KM to 120KM inclusive waiting fee.

	DESCRIPTION	SEATING CAPACITY	MILEAGE RATE (KM)
1.	NOAH/SALOON/VAN		
2.	COMBI/4WD VAN		
3.	MINI-BUS/ROSA		
4.	BUS		

N/B: Include charges per extra Kilometers and waiting charges where applicable.

3.7.3 One Way picking/dropping within radius of 1KM-5KM

	DESCRIPTION	SEATING CAPACITY	MILEAGE RATE (KM)
1.	NOAH /SALOON		
2.	VAN/4WD		
3.	COMBI/4WD VAN		
4.	MINI-BUS/ROSA		
5.	BUS		

N/B: Include charges per extra Kilometers and waiting charges where applicable.

The offer is valid until: 120 Days after submission date

Bidder's signature and rubber stamp: _____ Date: _____

For HROKL USE
(Opened By)

Procurement

Finance

User Department

