



# **KENYA RURAL ROADS AUTHORITY**

## **TENDER FOR PROVISION OF SERVICING AND MAINTENANCE OF KERRA HEADQUARTERS' MOTOR VEHICLES**

**KERRA/011/38/36/2018/2019**

**July, 2019**

<p><b>DEPUTY DIRECTOR HUMAN RESOURCE ADMINISTRATION KENYA RURAL ROADS AUTHORITY P.O. Box 48151-00100 <u>NAIROBI</u></b></p>	<p><b>&amp;</b></p>	<p><b>DIRECTOR GENERAL KENYA RURAL ROADS AUTHORITY P.O. Box 48151-00100 <u>NAIROBI</u></b></p>
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## **Maintenance Services on A Two-Year Framework Basis**

- 1.1 The Kenya Rural Roads Authority (KeRRA) invites sealed tenders from qualified service providers for **Provision of Servicing and Maintenance of KeRRA Headquarters' Motor Vehicles under Framework Contracting** in line with the Public Procurement guidelines for Framework Contracting, for a period of 24 months with the possibility of renewal.
- 1.2 A complete set of tender documents may be downloaded by interested Candidates from our website [www.kerra.go.ke](http://www.kerra.go.ke) and/or IFMIS Suppliers Portal: [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) free of charge with effect from Monday 1<sup>st</sup> July 2019.
- 1.3 The mandatory requirements: -  
The bidder should provide proof of compliance with thresholds specified in the document covering the following:
  - (i) **Certified** Copy of Certificate of Incorporation / Registration
  - (i) Lease agreement or rental agreement/ ownership title for premises/water bill, electricity bill indicating business permanent premises, Proof of a Physical registered office address, Mobile Number and e-mail address
  - (ii) Latest CR12 for Limited Companies not more than 12 months at the tender closing date
  - (iii) Copy of PIN/VAT Certificate.
  - (iv) Copy of **Valid** Tax Compliance certificate (Will be confirmed through TCC checker with KRA)
  - (v) **Certified** Copy of **Valid** Single Business Permit related to this line of Business from County Governments
  - (vi) Audited accounts for the last three (3) financial years (2018, 2017 and 2016)
  - (vii) All tenders must be accompanied by a tender security of Kshs. 200,000.00 (Kenya Shillings Two Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least 180 days from the closing day of the tenders.
  - (viii) A letter of commitment confirming that prices quoted will be valid for a period of twenty-four (24) months.
  - (ix) Form of Tender (per lot) duly filled and signed
  - (x) Duly filled Confidential Business Questionnaire
  - (xi) Bidders should have their documents paginated (serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. This should be in the format 1,2,3,4,5 ..... of Last Page).
  - (xii) Must be registered with the Mechanical and Transport Department as an authorized garage.
  - (xiii) Copy of Membership Certificate to Kenya Motor Repairs Association (KEMRA)
  - (xiv) Rating as Three Spanner Garage (Certificate)
  - (xv) Valid Insurance Against Fire and Theft (attach copy)
  - (xvi) Written power of attorney

**Note: All Certification of documents shall be original and executed by commissioner of Oaths or Notaries Public**

- 1.4 Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and the tender shall remain valid for **(180) days** from the closing date of the tender.
- 1.5 Evaluation shall be based on the post qualification method and the above details will be submitted with the priced bid.
- 1.6 Interested eligible candidates may obtain further information and inspect tender documents from the **Deputy Director-Supply Chain's Office, Kenya Rural Roads Authority, Fifth (5<sup>th</sup>) Floor, Blue Shield Towers** during working hours (0800 to 1700 hrs).
- 1.7 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One Thousand Kenya shillings (Kshs. 1,000) in form of banker's cheque payable to Kenya Rural Roads Authority. Alternatively, tender documents may be obtained free of charge by downloading from KeRRA website: [www.kerra.go.ke](http://www.kerra.go.ke).
- 1.8 Bulky tenders which do not fit in the Tender Box shall be delivered to Director General's Office, **Kenya Rural Roads Authority, Sixth (6<sup>th</sup>) Floor, Blue Shield Towers** during normal working hours
- 1.9 Completed and serialised tender documents are to be enclosed in a plain sealed envelope marked with tender Name, tender reference number and shall be deposited in the Tender Box on the 6<sup>th</sup>Floor, Blue Shield towers, Hospital Road-Upper hill, Nairobi or be addressed to :

**Director General**  
**Kenya, Rural Roads Authority**  
**6<sup>th</sup> Floor, BlueShield Towers**  
**P.O. Box 48151-00100, NAIROBI**  
**Email Address: [kerra@kerra.go.ke](mailto:kerra@kerra.go.ke), [dgkerra@kerra.go.ke](mailto:dgkerra@kerra.go.ke)**  
**Tel: +254(20)8013846/2710451, Mobile: +254 724 735 568**

So as to be received on or before Tuesday 23<sup>rd</sup> July 2019 **at 11.00am.**

- 1.10 Tenders will be opened immediately thereafter in the presence of the bidder's representatives who choose to attend at the Boardroom, Blue Shield Towers, 6<sup>th</sup>Floor, Hospital Road, Nairobi.
- 1.11 All interested bidders are required to continually check the Kenya Rural Roads Authority website: [www.kerra.go.ke](http://www.kerra.go.ke) for any tender addendums or clarifications that may arise before the submission date.

**DEPUTY DIRECTOR-SUPPLY CHAIN**  
**FOR: DIRECTOR GENERAL**

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **TABLE OF CONTENTS.**

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

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **SCOPE OF WORK FOR THE SUPPLIER/FIRM**

#### **Service A**

- i) Drain and refill engine oil
- ii) Replace oil filter
- iii) Check and clean air cleaner element
- iv) Check gear box oil and top up if necessary
- v) Check differential oil and top-up if necessary
- vi) Check battery level and specific gravity – top up if necessary
- vii) Clean battery terminal
- viii) Check and adjust tyre pressure including spare tyre
- ix) Check operation of headlight, parking lights, indicators, hazards and all lights
- x) Check operation of power windows, side mirrors and central locking
- xi) Check operation of blower fan, air conditioning, audio
- xii) Check operation of instrument cluster and cigarette lighter
- xiii) Check operation of all windows, door locks and lubricate
- xiv) Check operation of all wipers, windscreen washers and horn
- xv) Fill windscreen washer bottle
- xvi) Check coolant level, radiator condition and V-belts
- xvii) Check operation of all seat slides and adjusters
- xviii) Check condition of brakes
- xix) Check condition of all tyres
- xx) Check condition of shock absorbers
- xxi) Check idling rpm and adjust as necessary
- xxii) Defect report

#### **Service B (All the activities in service A including the following)**

- i) Replace fuel filter\*
- ii) Replace spark plugs\*
- iii) Replace air cleaner element
- iv) Drain and refill gear box and differential oils
- v) Inspect for oil and brake fluid leaks
- vi) Check steering and CV dust covers for damage or leaks
- vii) Check all brakes including removal of drums and disc pads
- viii) Cleaning brake linings and disc pads
- ix) Adjust all brakes
- x) Check and top-up steering fluid if necessary
- xi) Inspect wheel bearing, grease and adjust if necessary
- xii) Check and adjust wheel alignment
- xiii) Check and adjust ignition timing\*
- xiv) Check diesel injector pumps for leaks
- xv) Check exhaust system
- xvi) Clean engine
- xvii) Road test vehicles
- xviii) Replacement of FR/FL Shock absorbers

**\* Only to applicable models as per manufacture's specifications**

**Service C – Service (All the activities in A and B Including the following)**

- i) Drain and refill brake fluid
- ii) Drain and refill engine coolant
- iii) Rotate tyres

**WEARING PARTS REPAIRS PROCESS**

The repair service is based on actuals for the Vehicles as outlined at the time of the repairs. The recommended parts will be replaced when necessary and KeRRA will be requested to authorize items needing replacement by issuing a purchase order.

Repairs required will be identified during routine servicing for which KeRRA will be requested to raise a purchase order.

**ACCIDENT AND INCIDENTAL REPAIRS**

Any accident and incidental repairs required outside the routine service and wearing parts replacement will be notified to KeRRA who shall raise a purchase order for the necessary work. Such repairs will not be undertaken until supplier has received written approval, in the form of a local purchase order, from KeRRA.

The Service provider shall be liable for any accident repairs undertaken by unauthorized contractors including repairs to chassis, pillars or panels necessary to restore the Vehicles to safe operating status.

A committee shall be appointed by Director General to undertake a Pre-Inspection and Post-Inspection of the vehicle before and after the repairs. The same committee shall certify and approve the invoice and all supporting documents.

**DELIVERABLES:**

- (i) Provide a defect report for the motor vehicle before service
- (ii) Submit a quotation for approval before commencement of work.
- (iii) Perform the task as per the quotation and approved LPO/LSO.
- (iv) Issue a monthly statement together with supporting invoices for all the works/ service done during the respective month.
- (v) Provide a defect report for the motor vehicle after service

**REQUIRED QUALIFICATIONS AND EXPERIENCE OF THE FIRM**

The firm must be an authorized Garage for the specified respective model and make of the vehicle. The bidder **MUST** have an outlet/agent in Nairobi Region. Presence in the other 7 regions mentioned in the schedule of requirements will be an added advantage.

## **DURATION OF THE ASSIGNMENT**

The assignment will take a maximum of two years.

## **SUPERVISION OF WORK**

The firm will be contracted under the Authority's terms and supervised by the Administration Department under the instruction of the Deputy Director, Human Resource & Administration Management solely for the purpose of delivering the above outputs, within the agreed time frame.

KeRRA as the Client shall provide necessary support to the firm in order to execute the assignment during the duration of the work.

## **EVALUATION CRITERIA**

Evaluation shall be carried out in 3 (Three) stages namely:

### **Stage One: Preliminary Evaluation**

Preliminary evaluation under the special conditions of the contract will be as follows:

These are mandatory requirements.

This shall include *Submission and confirmation* of the following: -

No .	Documents to be submitted	Yes/ No
1	<b>Certified</b> Copy of Certificate of Incorporation / Registration	
2	Lease agreement or rental agreement/ ownership title for premises/water bill, electricity bill indicating business permanent premises, Proof of a Physical registered office address, Mobile Number and e-mail address	
3	Latest CR12 for Limited Companies not more than 12 months at the tender closing date	
4	Copy of PIN/VAT Certificate.	
5	Copy of <b>Valid</b> Tax Compliance certificate (Will be confirmed through TCC checker with KRA)	

6	<b>Certified Copy of Valid Single Business Permit related to this line of Business) from County Governments</b>	
7	Audited accounts for the last three (3) financial years (2018, 2017 and 2016)	
8	All tenders must be accompanied by a tender security of Kshs. 200,000.00 (Kenya Shillings Two Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least <b>180 days</b> from the closing day of the tenders.	
9	A letter of commitment confirming that prices quoted will be valid for a period of twenty-four (24) months.	
10	Form of Tender (per lot) duly filled and signed	
11	Duly filled Confidential Business Questionnaire	
12	Bidders should have their documents paginated (serialized) to ensure compliance with section 74 (1) (i) of the Public Procurement and Asset Disposal Act, 2015. This should be in the format 1,2,3,4,5 .....of Last Page).	
13	Must be registered with the Mechanical and Transport Department as an authorized garage.	
14	Copy of Membership Certificate to Kenya Motor Repairs Association (KEMRA)	
15	Rating as Three Spanner Garage (Certificate)	
16	Valid Insurance Against Fire and Theft (attach copy)	
17	Written power of attorney	

**Failure to meet any one of the above requirements shall lead to automatic disqualification.**

The Tenderer will be automatically disqualified where false or fraudulent Information is given.

## **Stage Two: Detailed Evaluation**

It will comprise of the following parameters

Firms general experience

Reference from government ministries and agencies

Credit facilities

branches

Financial Capacity

Letter of commitment

### **B. DETAILED EVALUATION**

<b>No.</b>	<b>Requirements</b>	<b>Max. Score</b>
1	Firms General experience i) Over three (3) years - <b>20Marks</b> ii) Three years - <b>15Marks</b> iii) Two (2) years - <b>10 Marks</b> iv) One (1) year - <b>5 Marks</b>	20
2	Reference letters from Ministries or Government Agencies: Reference letters from more than3 clients - <b>20 Marks</b> Reference letters from 3 clients - <b>15 Marks</b> Reference letters from 2clients - <b>10 Marks</b> Reference letter from 1 client - <b>5 Marks</b>	20
3	Provision of Credit Facility (At least 30 Days Credit period from receipt of monthly statement):	10
	Evidence of branches or dealers in the stated 8 No. Regions: i) Evidence of branches in 8 regions- <b>20 Marks</b> ii) Evidence of branches in 6-7 Regions- <b>15 Marks</b> iii) Evidence of branches in 4-5regions - <b>10 Marks</b> iv) Evidence of branches in less than 4 regions - <b>5 Marks</b>	20
5	Provide a Letter of Reference from the bank - <b>2 Marks</b> Audited financial statements/accounts for the last three years. <b>3 Marks</b>	10

	Audited accounts to demonstrate at least kshs.10,000,000 equivalent working capital <b>-5marks</b>	
6	<p>A letter of commitment confirming duration of time to deliver service from notification by the client:</p> <ul style="list-style-type: none"> <li>i) Delivery of service within one day from date of receipt of Local Purchase Order (LPO)<b>-20 Marks</b></li> <li>ii) Delivery of service within two days from date of receipt of Local Purchase Order (LPO)<b>-15 Marks</b></li> <li>iii) Delivery of service in more than two days from date of receipt of Local Purchase Order (LPO)<b>- 10 Marks</b></li> <li>iv) Delivery of service in more than three days from date of receipt of Local Purchase Order (LPO)<b>- 5 Marks</b></li> </ul>	20
	Total	100

**NOTE:** The minimum pass mark to qualify for award shall be**70%.** Applicants who will not meet this minimum pass mark shall be disqualified at this stage.

**The pass mark for detailed evaluation will be 70%**

### **Stage Three Financial evaluation**

Bids that pass the above stages shall be compared on the unit price quoted for all classes per lot. The Overall lowest priced per lot in all the three classes of service i.e. A, B and C will be considered lowest evaluated and subsequently recommended for award for that lot in all the classes of the service. Prevailing market prices will be used to determine the responsiveness of the bidders.

#### **Note:**

The Tenderer will be automatically disqualified where false or fraudulent Information is given.

#### **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. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

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

## **2.2 Cost of tendering**

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

**2.2.2** The price to be charged for the tender document shall be free

**2.2.3** Tenderers may review the tender document for free from the authority's website.

## **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 security form
- xi) Performance security form

xii) Principal's or manufacturers authorization form xiii) Declaration form

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and Specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender. **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

- 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;
- Tender security furnished is in accordance with Clause 2.12 iv. Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

**2.12.2** The tender security shall be Kenya Shillings Two Hundred thousand (Kshs 200,000).

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

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

- A bank guarantees.
- Cash.
- Such insurance guarantee approved by the Authority.
- Letter of credit

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- In the case of a successful tenderer, *if* the tenderer fails:
  - to sign the contract in accordance with paragraph 30 or
  - to furnish performance security in accordance with paragraph 31.
- If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

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

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare one copy of the tender, clearly / marking "ORIGINAL TENDER".

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

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

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to Kenya Rural Roads Authority (KeRRA) at the address given in the invitation to tender bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE” **23<sup>rd</sup> July, 2019 at 10.30 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 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## 2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **23<sup>rd</sup> July, 2019 at 10.30 a.m.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

- 217.1 The tenders may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 217.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 217.3 No tender may be modified after the deadline for submission of tenders.
- 217.4 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.
- 217.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 217.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 218.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at time, day, and date of closing and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 218.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 218.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

- 219.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

## 2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

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

## 2.22 Evaluation and comparison of tenders.

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

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

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

- operational plan proposed in the tender;
- deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- *Operational Plan.*

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

- *Deviation in payment schedule.*

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

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

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

- Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- Legal capacity to enter into a contract for procurement
- 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.
- 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 procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

### **b) Award Criteria**

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

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action.

If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful 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 the procuring entity 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, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful 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 the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## 2.28 **Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

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

<b>Instruction to tenders</b>	<b>Particulars of appendix to instruction to tenders</b>
2.1	Open to all eligible tenders
2.10	Tender price to be quoted in Kenya Shillings
2.11	Attach evidence of personnel/director /Proprietor/Partners qualification
2.12	The Tender security shall be Kshs 200,000
2.24	The determination will take into account the tenderer financial. Technical, and production/handling capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualification submitted by the tenderer, as well as such other information as the procuring entity deems
2.27	The tender performance security shall be in the amount of 1,000,000.00

### **SECTION III GENERAL CONDITIONS OF CONTRACT TABLE OF CONTENTS**

- 3.1 Definitions
- 3.2 Application
- 3.3 Standards
- 3.4 Use of contract documents and information
- 3.5 Patent Rights
- 3.6 Performance security
- 3.7 Inspections and tests
- 3.8 Payment
- 3.9 Prices
- 3.10 Assignment
- 3.11 Termination for default
- 3.12 Termination for insolvency
- 3.13 Termination for convenience
- 3.14 Resolution of disputes
- 3.15 Governing language
- 3.16 Force majeure
- 3.17 Applicable law
- 3.18 Notices

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

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

- “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- “The Procuring entity” means the organization sourcing for the services under this Contract.
- “The contractor means the individual or firm providing the services under this Contract.
- “GCC” means general conditions of contract contained in this section
- “SCC” means the special conditions of contract
- “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.5 Patent Right's**

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

### **3.6 Performance Security**

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

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

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

- Cash.
- A bank guarantee.
- Such insurance guarantee approved by the Authority. d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's

performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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

### **3.10 Termination for Default**

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

- if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- if the tenderer fails to perform any other obligation(s) under the Contract.
  - c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.15 Governing Language** The contract shall be written in the English language.

All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

**3.16 Force Majeure**

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

**3.17 Applicable Law.**

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

**3.18 Notices**

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

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

A notice of termination of the contract shall be given 30 days prior to the termination.

## **SECTION IV SPECIAL CONDITIONS OF CONTRACT**

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

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

General conditions of contract Reference	Special conditions of contract
3.6	1,000,000.00
3.8	The method and conditions of payment to be made to the tenderer under this Contract shall be made through a cheque or bank transfer after the services have been rendered satisfactorily.
3.9	Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices
3.15	The contract shall be written in the English language

3.17	The contract shall be interpreted in accordance with the laws of Kenya
3.18	30 days' notice for termination of contract
<b>TENDER CLOSING DATE:</b>	17th July 2019 at 10:00am

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **MOTOR VEHICLES EARMARKED FOR OVERHAUL/ MAJOR SERVICE AND REPAIRs**

S/N	REG.No's	MAKE	RATING
<b>LOT 1</b>			
1.	KBL 900G	ISUZU TFS54	2500
2.	KBN 169E	ISUZU TFS54	2500
3.	KBN 548E	ISUZU TFS54	2500
4.	KBN 549E	ISUZU TFS54	2500
5.	KBN 550E	ISUZU TFS54	2500
6.	KBR 888U	CHEVROLET CRUZE	1600
7.	KBN 193E	CHEVROLET AVEO	1500
8.	KBN 192E	CHEVROLET AVEO	1500
9.	KBN 191E	CHEVROLET AVEO	1500
10.	KCH 314Q	ISUZU TFS85 D/C	2500
11.	KCH 316Q	ISUZU TFS85 D/C	2500
12.	KCH 317Q	ISUZU TFS85 D/C	2500
13.	KCH 319Q	ISUZU TFS85 D/C	2500
<b>LOT 2</b>			
14.	KBG 402C	TOYOTA PRADO	2982
15.	KBT 222N	TOYOTA PRADO	2982
16.	KBT 220N	TOYOTA PRADO	2982
17.	KBT 221N	TOYOTA PRADO	2982
18.	KCD 314G	TOYOTA D/CABIN	2494
19.	KCD 315G	TOYOTA D/CABIN	2494
20.	KAV 230K	TOYOTA D/CABIN	2494
<b>LOT 3</b>			
21.	KBN 064E	MITSUBISHI PAJERO	2835
22.	KBJ 045U	MITSUBISHI PAJERO	2835
23.	KBN 161E	MITSUBISHI PAJERO	2835
24.	KBN 160E	MITSUBISHI PAJERO	2835
25.	KBN 207E	MITSUBISHI PAJERO	2835
26.	KBL 120G	MITSUBISHI PAJERO V36	2835
27.	KBJ 044U	MITSUBISHI PAJERO	2350
28.	KBR 239U	MITSUBISHI PAJERO V96	2835
<b>LOT 4</b>			
29.	KBQ 660D	FORD RANGER 4X4	2500
30.	KBQ 460C	FORD S/CAB	2500

**Note: The Authority may acquire additional vehicles during the contract period and the same rates should apply based on the same make /model**

**THE REGIONAL CENTRES ARE AS BELOW;**

- i Nairobi (Kiambu, Kajiado, Machakos)
- ii Coast (Mombasa, Lamu, Kilifi, Taita-Taveta, Kwale, Tana-River)
- iii Central (Kirinyaga, Muranga, Nyandarua, Nyeri)
- iv Rift valley (Eldoret, Kapsabet, Kericho, Nakuru, Kapenguria)
- v Western (Vihiga, Kakamega, Bungoma, Busia)
- vi Eastern (Embu, Meru, Marsabit, Isiolo, Kitui, Makueni Isiolo, Tharaka Nithi)
- vii North eastern (Mandera, Garissa, Wajir)
- viii Nyanza (Siaya, Kisumu, Homabay, Migori)

## PRICE SCHEDULE FORM

(Attach Price Schedule for each lot you tender – Costs inclusive of VAT for genuine parts from approved manufacturers)

1. <b>Lot 1 Carryout A Service to our fleet after every 5,000 Kms</b>				
No.	Item Description	Vehic le Ratin g	Quanti ty	Unit cost (KES)
	i). TOYOTA PRADO	2982	4	
	ii). TOYOTA D/CABIN	2494	3	
2. <b>Lot 2 Carryout A Service to our fleet after every 5,000kms</b>				
	i). ISUZU TFS54	2500	5	
	ii). CHEVROLET CRUZE	1600	1	
	iii). CHEVROLET AVEO	1500	3	
	iv). ISUZU TFS85 D/C	2500	4	
3. <b>LOT 3 Carryout A Service to our fleet after every 5,000Kms</b>				
	i). MITSUBISHI PAJERO	2835	8	
3. <b>LOT 4 Carryout A Service to our fleet after every 5,000Kms</b>				
	i). FORD RANGER 4X4	2500	2	

1. <b>LOT 1 Carryout B Service to our fleet after every 20,000 Kms</b>				
No.	Item Description	Vehic le Ratin g	Quanti ty	Unit cost (KES)
	iii). TOYOTA PRADO	2982	4	
	iv). TOYOTA D/CABIN	2494	3	

2.	<b>LOT 2 Carryout B Service to our fleet after every 20,000kms</b>			
	v). ISUZU TFS54	2500	5	
	vi). CHEVROLET CRUZE	1600	1	
	vii). CHEVROLET AVEO	1500	3	
	viii). ISUZU TFS85 D/C	2500	4	
3.	<b>LOT 3 Carryout B Service to our fleet after every 20,000Kms</b>			
	ii). MITSUBISHI PAJERO	2835	8	
3.	<b>LOT 4 Carryout B Service to our fleet after every 20,000Kms</b>			
	ii). FORD RANGER 4X4	2500	2	

1.	<b>LOT 1 Carryout C Service to our fleet after every 40,000 Kms</b>			
No.	<b>Item Description</b>	<b>Vehic le Ratin g</b>	<b>Quanti ty</b>	<b>Unit cost (KES)</b>
	v). TOYOTA PRADO	2982	4	
	vi). TOYOTA D/CABIN	2494	3	
2.	<b>LOT 2 Carryout C Service to our fleet after every 40,000kms</b>			
	ix). ISUZU TFS54	2500	5	
	x). CHEVROLET CRUZE	1600	1	
	xi). CHEVROLET AVEO	1500	3	
	xii). ISUZU TFS85 D/C	2500	4	
3.	<b>LOT 3 Carryout C Service to our fleet after every 40,000Kms</b>			
	iii). MITSUBISHI PAJERO	2835	8	
3.	<b>LOT 4 Carryout C Service to our fleet after every 40,000Kms</b>			
	iii). FORD RANGER 4X4	2500	2	

We undertake, if our Tender is accepted, to offer Services for Servicing and Maintenance of Motor Vehicles in accordance with the rates specified herein above.

Name .....

Name of signatory: .....

In the capacity of: .....

Authorized Signature: .....

Company Rubber Stamp/Seal.....

## SECTION VI- STANDARD FORMS

- Form of tender
- Price schedules

- Contract form
- Confidential Questionnaire form
- Tender security form
- Performance security form
- Bank guarantee for advance payment
- Declaration form
-

## FORM OF TENDER

Date.....

Tender No.

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies: Having examined the tender documents of which is hereby duly acknowledged, we, the undersigned, offer to provide. /-----/ in conformity with the said tender documents for the sum of .

i Lot no. 1.

Service A: Kshs.-----[ amount in words -----

Service B: Kshs.-----[ amount in words -----

Service C: Kshs.-----[ amount in words -----

ii Lot no. 2

Service A: Kshs.-----[ amount in words -----

Service B: Kshs.-----[ amount in words -----

Service C: Kshs.-----[ amount in words -----

iii Lot no. 3.

Service A: Kshs.-----[ amount in words -----

Service B: Kshs.-----[ amount in words -----

Service C: Kshs.-----[ amount in words -----

iv Lot no. 4.

Service A: Kshs.-----[ amount in words -----

Service B: Kshs.-----[ amount in words -----

Service C: Kshs.-----[ amount in words -----

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or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
- We agree to abide by this Tender for a period of [-----*(insert date )*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017

*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](h hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of

.....[contract price in words and figures ] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - The technical specifications ;
  - the General Conditions of Contract;
  - (e) the Special conditions of Contract; and (f) the Procuring entity's Notification of Award.
- In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity) Signed,  
sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1 General

Business name.....

Location of Business Premises .....

Plot No, .....Street/Road.....

Postal address ..... Tel No. .....Fax Email:

..... Nature of  
Business

.....  
Registration Certificate No:.....

Maximum value of business which you can handle at any one time –  
Kshs.....

Name of your bankers .....

Branch.....

### Part 2 (a) – Sole Proprietor

Your name in  
full.....Age.....

Nationality..... Country  
Origin.....

Citizenship details

	..... .....	Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
•	.....	•	.....
•	.....	•	.....
•	.....	•	.....
•	.....	•	.....

Part 2 (c) – Registered Company Private  
or Public

State the nominal and issued capital of company Nominal  
Kshs.

Issued Kshs.

Given details of all directors as follows:

Name	Nationality	Citizenship details	Shares

## **TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated .....[date of submission of tender] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”)..... KNOW

ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”) are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
- fails or refuses to execute the Contract Form, if required; or
- fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the arnouut claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period

of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## 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 of 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)* **BANK GUARANTEE FOR  
ADVANCE PAYMENT**

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer] [hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of [amount of guarantee in Figures And words]. We, the .....

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [-----].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address] [date]

## **LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To:

RE: Tender No.                   Tender Name

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

- Please acknowledge receipt of this letter of notification signifying your acceptance.
- The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
- You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER