

REPUBLIC OF KENYA



THE COUNTY GOVERNMENT OF KISUMU

Department of Finance and Economic Planning

Tender No.CGK/F & EP/TRA/2019-2020-2022/002

Provision of Maintenance & Repair Services for The County Government of Kisumu Motor Vehicles (Garages) through Framework Agreement

County Secretary
The County Government of Kisumu
P O BOX 2738 -40100
KISUMU

Dated: 7th NOVEMBER 2019

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Tender No: CGK/F & EP/TRA/2019-2020-2022/002

**for Provision of Maintenance & Repair Services for The County
Government of Kisumu Motor Vehicles (Garages) through
Framework Agreement**

NOTE: Please provide your details below for purposes of communication in case you download this tender document from PPIP or (CGK) website.

Name of the firm:

Postal Address:

Telephone Contacts:

Company email address:

Contact Person:

SECTION I - INVITATION TO TENDER

Date: 18th October 2019

RE: CGK/F & EP/TRA/2019-2020-2022/002/002/002 for Provision of Maintenance & Repair Services for The County Government of Kisumu Motor Vehicles (Garages) through Framework Agreement

1.1 THE COUNTY GOVERNMENT OF KISUMU (CGK) invites sealed bids from eligible candidate for the **Provision of maintenance & repair services for (CGK) Motor Vehicles (Garages) -Framework contract for One (1) year.**

1.2 A complete set of tender documents may be obtained by interested Candidates

Downloaded for free from county website <http://www.kisumu.go.ke>

1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120days** from the closing date of the tender.

1.4 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain management Office, situated at the County Headquarters-**THE COUNTY GOVERNMENT OF KISUMU P.O. Box 2738 - 40100, KISUMU**, during normal working hours.

1.5 The tender is strictly being accompanied by tender security as stated in the tender documents and as required by the Authority.

1.6 Completed tender documents are to be closed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Supply chain management department office, **Office of the Governor** and be addressed to;

The County Secretary
The County Government of Kisumu
P.O Box 2738 - 40100,
Kisumu.

so as to be received on or before **19th November 2019 at 2.00 pm.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Agriculture office Boardroom.**

County Secretary
Kisumu County

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all Tenderers eligible as described in the instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 **THE COUNTY GOVERNMENT OF KISUMU** 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 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 **COUNTY GOVERNMENT OF KISUMU (CGK)** 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 (CGK), willing no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs.1, 000/=**.
- 2.2.3 The (CGK) shall allow the Tenderer to review the tender document free of charge before purchase.

2.3

Contents of Tender Document

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

- (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 (CGK) in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The (CGK) 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 (CGK). 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 (CGK) 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 (CGK), 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 (CGK), 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 (CGK), 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 of Tender

- 2.7.1 The tender prepared by the Tenderers shall comprise the following components:
 - (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) Documentary evidence established in accordance with Clause 2.11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished is in accordance with Clause 2.12
 - (d) Confidential business questionnaire

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 be fixed during the Tenderer's performance of the contract and not subject to variation on any account. 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 (12months)

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 (CGK) 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 Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 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 (CGK)'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 in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the (CGK) against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

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

- a) A bank Guarantee.
- b) Cash.
- c) Such Insurance Guarantee Approved by the Authority.
- d) Letter of Credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the (CGK) as nonresponsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful Tenderer's security will be discharged or returned as promptly as soon as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the (CGK).

2.12.7 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.

2.12.8 The tender security may be forfeited:

- (a) If a Tenderer **withdraws** its tender **during** the period of tender validity specified by the (CGK) on the Tender Form; or
- (b) In the case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the Tenderer rejects, correction of an error in the tender.

2.13

Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after date of tender opening prescribed by the (CGK), pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the (CGK) as non-responsive.
- 2.13.2 In exceptional circumstances, the (CGK) may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

2.14

Format and Signing of Tender

- 2.14.1 The Tenderer shall prepare two copies of the tender, clearly Marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15

Sealing and Marking of Tenders

- 2.15.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the (CGK) at the address given in the invitation to tender

- (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 19th November, 2019 at 2:00 pm.**

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the (CGK) 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 (CGK) at the address specified under paragraph 2.15.2 no later than **“DO NOT OPEN BEFORE 19th November, 2019 at 2:00 pm.**

2.16.2 The (CGK) 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 (CGK) 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 (CGK) as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

2.17.1 The Tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the (CGK) prior to the deadline prescribed for the submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period

of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 The (CGK) shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

2.18 Opening of Tenders

2.18.1 The (CGK) will open all tenders in the presence of Tenderers' Representatives who choose to attend, at **DO NOT OPEN BEFORE 19th November, 2019 at 2:00pm** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The (CGK) will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of Tenders the (CGK) 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 (CGK) in the (CGK)'s tender evaluation, 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 (CGK) 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 (CGK) 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 (CGK) 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 (CGK)'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 (CGK) 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, (CGK) 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 (CGK) 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 (CGK)'s evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) **Operational Plan**

The (CGK) 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 (CGK)'s required delivery time will be treated as non-responsive and rejected.

(b) **Deviation in Payment Schedule**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The (CGK) 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.

tender, in which event the (CGK) will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.24.4 Subject to paragraph 2.29 the (CGK) 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.

2.24.5 The (CGK) 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 (CGK)' sanction. If the (CGK) determines that none of the Tenderers is responsive; the (CGK) shall notify each Tenderer who submitted a tender.

2.24.6 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 (CGK) 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 (CGK) 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 (CGK) 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 (CGK) notifies the successful Tenderer that its tender has

been accepted, the (CGK) 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 (CGK).

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 (CGK), 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 (CGK).

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 (CGK) may make the award to the next lowest evaluated or call for new tenders.

2.28

Corrupt or Fraudulent Practices

2.28.1 The (CGK) 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 (CGK) 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 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 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 here in shall prevail over those of the instructions to Tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to all Registered, who have appropriate and valid accreditations to Provide Maintenance & Repair Services for (CGK) Motor Vehicles (Garages) Service for a period of 1 year.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.2	A complete set of tender documents is shall be downloaded for free downloaded from THE COUNTY GOVERNMENT OF KISUMU website.
2.10.4	Tender Validity Period 120 days from closing date of the tender.
2.11.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page 29.
2.14.1	<p>A tender security registered with the Authority is required and can be in the form of:</p> <ol style="list-style-type: none"> 1. Cash 2. Bank Guarantee 3. Guarantee issued by an Insurance Company or 4. Letter of Credit <p>The amount of tender security required is fifty Thousand Kenya Shillings (KES 50,000.00).</p>
2.16.2	The bidder must provide an appropriate written Power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a combined technical proposal and a financial proposal in one envelope. Bids must be submitted in TWO copies marked "ORIGINAL" and "COPY."
2.18.1	Time, date, and place for bid opening are:

	<p>DO NOT OPEN BEFORE 19th November, 2019 at 11.00am Place: Supply Chain Management Services Dept., Office of the Governor, P O Box 2738 – 40100 Kisumu .</p> <p>Country: Kenya.</p>
2.20	Opening of Bid documents will be done in public at the time of closing the tender.
2.22	<p>Bid desire expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.
2.25	(CGK) shall not grant any margin of preference.
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid. Score will be calculated for each responsive bid.</p> <p>The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award.</p>
2.30	The performance security required will be 10% of the Contract Value.

SECTIONIII: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- 1) "The Contract" means the agreement entered into between the (CGK) 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.
- 2) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations
- 3) "The services" means services to be provided by the contractor including materials and incidentals, which the Tenderer is required to provide to the (CGK) under the Contract.
- 4) "The (CGK)" means **THE COUNTY GOVERNMENT OF KISUMU** (CGK), the organization purchasing the Goods under this Contract.
- 5) "The contractor" means the individual or firm providing the services under this Contract.
- 6) "GCC" means general conditions of contract contained in this section
- 7) "SCC" means the special conditions of contract
- 8) "Day" means calendar day

3.2 Application

3.2.1 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 standards mentioned in the Schedule of requirements

3.4 Use of Contract Documents and Information

3.4.1 The Tenderer shall not, without the (CGK)'s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the (CGK) in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 The Tenderer shall not, without the (CGK)'s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the (CGK) and shall be returned (all copies) to the

(CGK) on completion of the Tenderer's performance under the Contract if so required by the (CGK).

3.5 Patent Rights

The Tenderer shall indemnify the (CGK) 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

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the (CGK) 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 (CGK) 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 (CGK) and shall be in the form of:

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

3.6.4 The performance security will be discharged by the (CGK) 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 Inspection and Tests

3.7.1 The (CGK) or its representatives shall have the right to inspect and/or test the services to confirm their conformity to the Contract specifications. The (CGK) 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 (CGK).

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the (CGK) 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 (CGK).

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

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Tenderer in its tender or in the (CGK)'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

3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the (CGK)'s prior written consent.

3.11 Termination for Default

3.11.1 The (CGK) 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:

- 1) If the Tenderer fails to provide any oral of the services within the period(s) specified in the Contract, or within any extension thereof granted by the (CGK).
- 2) If the Tenderer fails to perform any other obligation(s) under the Contract.
- 3) If the Tenderer, in the judgment of the (CGK) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the (CGK) 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 (CGK) for any excess costs for such similar services.

3.12 Termination for Insolvency

The (CGK) may at any time 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 (CGK).

3.13 Termination for Convenience

- 3.13.1 The (CGK) by written notice sent to the contractor may terminate the contract in Whole or in part, at anytime for its convenience. The notice of termination shall specify that the termination is for the (CGK) 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 (CGK) may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The (CGK)'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.
- 3.14.2 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

- 3.15.1 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

- 3.16.1 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

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

3.18 Notices

- 3.18.1 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.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

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
3.1	Provision of Maintenance & Repair Services for (CGK) Motor Vehicles (Garages) under Framework Contract for a period of two (2) Year.
3.6	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	THE COUNTY GOVERNMENT OF KISUMU's payment terms are that payment shall be made within thirty (30) days from the date of provision of service.
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 by the Tenderer in its tender. All prices quoted by the Tenderer's must be inclusive of all taxes, discounts and delivery costs to (CGK), Kisumu , Kenya
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.19	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The applicable law is the Kenyan Law.
3.18	The address of the COUNTY GOVERNMENT OF KISUMU is: COUNTY SECRETARY THE COUNTY GOVERNMENT OF KISUMU, P O BOX 2738 - 40100 KISUMU Email: director.supplychain@kisumu.go.ke

SECTION V - SCHEDULE OF REQUIREMENTS

(a) Procurement Item

No.	Description	Delivery schedule
1	<i>Provision of Maintenance & Repair Services for The County Government of Kisumu Motor Vehicles (Garages) through Framework Agreement</i>	4 weeks after issuance of LPO

(b) Instructions on Submission of Bids

- (i) The Tenderer must submit a one (1) – envelope bid in the following format:
Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Power of Attorney
D	Business Registration Certificate/ Certificate of Incorporation
E	Key Staff Competency Profiles
F	Details of three major Clients
G	Tender Security
H	Valid Tax Compliance Certificate
I	Bidders Reference Site Form
J	Reference Letter from Bank
K	Clause-by-Clause response for the requirements in Section V
L	Combined Technical and Financial Proposal

(ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

- ✓ ORIGINAL TENDER (Combined Technical & Financial) A (CGK)/F&EP/2019-2021:2022/002
- ✓ COPY OF TENDER (Combined Technical & Financial) B (CGK)/ F&EP/2019-2021:2022/002

The envelopes shall then be sealed in an outer envelope and addressed to:

COUNTY SECRETARY
THE COUNTY GOVERNMENT OF KISUMU
P O BOX 2738 - 40100
KISUMU

(c) Tender Responsiveness Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

	Description of Criteria
1.	Submission of Tender Documents <ul style="list-style-type: none">▪ One envelope-bid▪ Power of Attorney¹(exempt for sole proprietors)▪ Bid security
2.	Company Profile <ul style="list-style-type: none">▪ Attach copy of Registration of Business/ Certificate of Incorporation▪ Duly filled, Signed and Stamped Confidential Business Questionnaire
3.	Reference from the Bank Letter of Recommendation from the Bank
4.	Social Obligations Submit Valid Tax Compliance Certificate ²

(d) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 20% of the total tender evaluation.

Description of Criteria	Maximum Score	Cut off
Managerial and Key Personnel Competency Profiles Organization structure of the implementation team <input type="checkbox"/> CVs inclusive of relevant technical experience of key staff in relation to the procurement item	3	2
Capacity to Deliver the Services The bidder should provide proof of established service network within the country.	4	3
Experience <ul style="list-style-type: none"> • Experience in procurement item as required in this tender document. • Reference clients relevant to this project (at least three years and include a brief of work done or services rendered, value of contracts, and contact person phone number and email addresses). 	3	2
Total Score	10	7

(e) Tender Evaluation Criteria

The tender evaluation criteria are weighted as follows; -

Criteria	Maximum Score/Requirement	Cut Off Mark
Tender Responsiveness	Mandatory	
Vendor Evaluation	10	7
Technical Specifications	70	50
Financial Evaluation	20	
Totals	100	
Post qualification	(CGK) shall make site visits to the successful bidder's reference sites to confirm the authenticity of the sites and the	

SECTION VI- DESCRIPTION OF SERVICES

Particulars

This tender covers the Provision of Maintenance & Repair Service for (CGK) Motor Vehicles (Garages).

This Tender is a framework contract covering a period of one year.

Technical Requirements:

This tender covers the procurement of Services.

Provision of Maintenance & Repair Service for (CGK) Motor Vehicles (Garages).

The Table overleaf gives the minimum clause-by-clause technical specifications. Bidders are required to duly fill in the tables under the “Bidder’s Response” column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

TECHNICAL SPECIFICATIONS FOR GARAGES (70marks)

1. REQUIREMENTS Table 1A

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
1	Company Profile	
1.1	Business Name & address	
2	Physical Location	
2.1	State the precise physical address of the Firm. State radius from (CGK) Offices to the premises (Not more than 15km)	
2.2	State other dealers in the country and Towns located	
2.3	State if owned or leased and attach copy of title or lease documents and latest utility bill.	
3	Building/Premises	
3.1	Describe the structures in your premises stating the mode or method of construction of the business premises. Whether permanent or temporary structure	
3.2	Describe the surface finishes: a) Offices- Floor and walls to be constructed of concrete or heavy gauge metal. b) Workshop area-	
	i) Floor area to be constructed of concrete ii) Walls to be either of concrete or heavy metal gauge c) Stores- Floor and walls to be constructed of concrete or heavy gauge metal	
3.3	Securing of the business premises. Specify.	
3.4	State the facilities incorporated in the business premises.(Amenities)	

Table 1B

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
4	Equipment	
	State/itemize the Equipment available in your premises.	

Table 1C

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
5	Tools	
	State/itemize the Workshop Tool-Kits available in your premises.	

6	Workshop Procedures	
6.1	State the Workshop procedures in place	
7	House Keeping	
7.1	State the method of disposal of used parts, oils, filters, cleansing rags, masking papers used paint tins etc.	
7.2	State the Garage's water supply and Sanitation Practice	

Table 1D

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
8	Personnel	
8.1	Number and Positions of Key Staff	
8.2	Qualifications of Key Staff	
8.3	No. of Skilled Permanent Workers	
8.4	No. of Skilled Temporary Workers	
9	Insurance	
9.1	State Details of Insurance held for premises(i.e. Type of Cover, Insurer and Date of Expiry)	
10	Experience	
10.1	State the number of years of the Garage has been in active operation.	
	Reputation	

	List details of three major clients, summary of services rendered, value of contracts and contact person, address and telephone numbers					
	Name of Client	Summary of Services Rendered	Value of Contract(s)	Contact Person	Address	Telephone Number(s)
1						
2						
3						

3. PRICING SCHEDULE FOR DIFERENT MODELS OF VEHICLES PLANTS

MINOR SERVICE (CLASS A)

ITEM NO.		CAT EXCAVATOR 323 - 2DL	RATE	NYATI EXCAVATOR	Rate	POWERPLUS GRADER	RATE
<u>ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION</u>							
1	Engine Oil						
2	Oil Filter						
3	Fuel Filter						
4	Hydraulic oil in 20 liters						
5	Air Clear						

MEDDIUM SERVICES (CLASS B)

ITEM NO.		CATE EXCAVATOR 323 - 2DL	RATE	NYATI EXCAVATOR	Rate	POWERPLUS GRADER	RATE
	<u>ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION</u>						
	Windscreen / door locks						
1	Engine Oil						
2	Oil Filter						
3	Fuel Filter						
4	Hydraulic oil in 20 liters						
5	Air Cleaner						
6	Transmission filter						
7	Water Separator						
8	Hydraulic Pipes Replacement						
9	Headlamps						
10	Sprocket segments/bolts						
11	Blade/end bits and bolts	Track pin		N/A			
12	Carrier Rollers					Lifting cylinder boom	
13	Truck Rollers						
14	Lifting Cylinder boom seal			Wear strips			
15	Steering tilting cylinder seal	N/A		N/A			
16	Alternator						
17	Stator motor						
18	Fan						
19	Fan belt						

20	Side mirrors					N/A	
21	Wiper blades					N/A	
22	Tensioner seal					N/A	
23	Bucket tips/ Adaptors					N/A	
24	Oil strainer			Solenoid switch			
25	Interior cluster wiring						
26	Body cut - off switch						

MAJOR SERVICES (CLASS C)

ITEM NO.		CAT EXCAVATOR 323 - 2DL	RATE	NYATI EXCAVATOR	Rates	POWERPLUS GRADER	RATE
	<u>ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION</u>						
1	Liner Kit						
2	Injector pump						
3	Compressor unit						
4	Injector Nozzles						
5	Multi - disc Clutch plate						
6	Transmission pump						
7	Track shoe assembly					Tandem chain	
8	Track link assembly					Tires	
9	Transmission coolers						
10	Torque convertor						
11	Hydraulic pump						

The classes below should be considered when carrying out routine services of machine to maintain the performance and to prolong the life of the equipment.

MINOR SERVICE (CLASS A)

ITEM NO.		BULL BACKHOE	RATE	XCMG SHOVEL	Rate	PNEUMATIC ROLLER CAT PS-200B	RATE
ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION							
1	Engine Oil						
2	Oil Filter						
3	Fuel Filter						
4	Hydraulic oil in 20 liters						
5	Air Cleaner						

MEDDIUM SERVICE (CLASS B)

ITEM NO		BULL BACKHOE	RATES	XCMG SHOVEL	Rate	PNEUMATIC ROLLER CAT SB 200	RATE
ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION							
	Windscreen					N/A	
1	Engine Oil						
2	Oil Filter						
3	Fuel Filter						
4	Hydraulic oil in 20 liters Can						
5	Air Cleaner						
6	Transmission filter						
7	Water Separator						
8	Hydraulic Pipes Replacement						
9	Headlamps						
10	Control valves						
11	Kingpin bushes						
12	Lifting/Ripper cylinder seal					N/A	
13	Tiling cylinder seal						
14	Alternator						
15	Stator motor						
16	Fan						
17	Fan belt						
18	Side mirrors					N/A	
19	Wide blades					N/A	
20	Scrapers						
21	Bucket tips					N/A	
22	Oil strainer						
23	Interior cluster wiring					N/A	
24	Body cut - off switch						

The classes below should be considered when carrying out routine services of machines to maintain the performance and to prolong the life of the equipment.

ITEM NO.		<u>D/SHANTUI SD22 DOSSER</u>	RATE	CATDRADER H - SERIES K - SERIES	Rate	VIBRATORY ROLLER HAMM	RATE
ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION							
1	Convers	Windscreen		Windscreen			
2	Engine Oil						
3	Oil Filter						
4	Fuel Filter						
5	Hydraulic oil in 20 liters						
6	Air cleaner						
7	Transmission filter						
8	Water Separator						
9	Hydraulic Pipes Replacement					N/A	
10	Headlamps					N/A	
11	Sprocket segments/bolts					N/A	
12	Blade/end bits and bolts					N/A	
13	Carrier Rollers			Control valves		N/A	
14	Truck Rollers			Kingpin bushes		N/A	
15	Lifting/Ripper Cylinder seal			Water strips		<u>N/A</u>	
16	Tilting cylinder seal						
17	Alternator						
18	Stator motor						
19	Fan						
20	Fan belts					N/A	
21	Side mirrors					N/A	
22	Wiper blades					N/A	
23	Tensioner seal					N/A	
24	Ripper tips					Water pump	
25	Oil strainer			Solenoid switch			
26	Interior cluster wiring					<u>Motherboard</u>	
27	Body cut - off switch						

MAJOR SERVICE (CLASS C)

ITEM NO.		<u>SHANTAI DOZER</u> <u>SD22</u>	RATE	CATDRADER H - SERIES K - SERIES	Rates	VIBRATOR HAMM	RATE
<u>ROUTINE SERVICE AND REHABILITATION OF PLANTS AS PER SPECIFICATION</u>							
28	Liner Kit						
29	Injector pump					EFI UNIT	
30	Compressor unit						
31	Injector Nozzles						
32	Multi - disc Clutch plates						
33	Transmission pump						
34	Track shoe assembly			TYERS		N/A	
35	Track link assembly			Tandem chain		N/A	
36	Transmission coolers						
37	Torque convertor						
38	Hydraulic pump						

The classes below should be considered when carrying out routine services of machines to maintain the performance and to prolong the life of the equipment.

TRUCKS

ITEM NO.	<u>ROUTINE SERVICE AND</u> <u>REHABILITATION OF COUNTY</u> <u>TRUCKS</u>	<u>NOVUS FAMILY</u> <u>DAEWOO,EICHER TERRA 25</u> <u>ASHOKLAYLAND</u>	RATE	FAW 380HP	RATE	MESSERY FERGUSON TRACTOR	RATE	MAN	RATE
1	Engine Oil								
2	Oil Filter								
3	Fuel Filter								
4	Hydraulic oil in 20 liter can								
5	Air Cleaner								

MINOR SERVICES MEDDIUM SERVICE (CLASS B)

ITEM NO.	<u>ROUTINE SERVICE REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>NOVUS FAMILY DAEWOO,EICHER TERRA 25 ASHOKLAYLAND</u>	RATE	FEW 380HP	RATE	MESSERY FERGUSON TRACTOR	RATE	MAN	RATE
1.	Engine oil								
2.	Oil Filter								
3.	Fuel Filter								
4.	Hydraulic oil in 20 liters tin								
5.	Air cleaner								
6.	Break Boost Replacement								
7.	Water Separate								
8.	Pneumatic Pipes Replacement								
9.	Headlamps								
10.	Chevrons/Reflectors								
11.	Side indicators lamps								
12.	Steering Arm								
13.	Propeller shaft cress joint								
14.	Linings								
15.	Drums								
16.	Alternator								
17.	Stator motor								
18.	Fan								
19.	Fan belt								
20.	Rims						Ploughing board		
21.	Wiper blades								
22.			SUSPENSION UNIT						
23.	Leaf Springs								
24.	Hangers								
25.	Steering Control bar unit								
26.	Shock absorbers								
27.	Hanger bushes/Pins			C/arm bushes					
28.	Center bolts								
29.	U – bolt								
30.	Greasing and car was								

MAJOR SERVICES (CLASS C)

ITEM NO.	<u>ROUTINE SERVICE AND REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>NOVUS FAMILY DAEWOO,EICHER TERRA 25 ASHOKLAYLAND</u>	RATE	FEW 380HP	RATE	MESSERY FERGUSION TRACTOR	RATE	MAN	RATE
31	Liner Kit								
32	Injector pump								
33	Compressor unit								
34	Injector Nozzles								
35	Clutch plate								
36	Pressure plate								
37	Gear box								
38	Tipping Jake			N/A				N/A	
39	Body paneling/Spray								

The classes below should be considered when carrying out routine services of machines to maintain the performance and to prolong the life of the equipment.

TRUCKS

ITEM NO.	<u>ROUTINE SERVICE AND REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>NOVUS FAMILY DAEWOO,EICHER TERRA 25 ASHOKLAYLAND</u>	RATE	RAW 380HP	RATE	MITSUBISHI FV	RATE	ISUZU	RATE
1	Engine Oil								
2	Oil Filter								
3	Fuel Filter								
4	Hydraulic oil in 20 liter can								
5	Air Clear								

MINOR SERVICES MEDDIUM SERVICE (CLASS B)

ITEM NO.	<u>ROUTINE SERVICE AND REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>NOVUS FAMILY DAEWOO,EICHER TERRA 25 ASHOKLAYLAND</u>	RATE	FAW 380HP	RATE	MITSUBISHI FV	RATE	ISUZU	RATE
1.	Engine Oil								
2.	Oil Filter								
3.	Fuel Filter								
4.	Hydraulic oil in 20liters tin								
5.	Air Cleaner								
6.	Brake Boost Replacement								
7.	Water Separator								
8.	Pneumatic Pipes Replacement								
9.	Headlamps								
10.	Chevrons/Reflectors								
11.	Side indicators lamps								
12.	Steering arm								
13.	Propeller shaft cross joint								
14.	Linings								
15.	Drums								
16.	Alternator								
17.	Stator motor								
18.	Fan								
19.	Fan belt								
20.	Rims								
21.	Wiper blades								
22.		SUSPENSION UNIT							
23.	Leaf Spring								
24.	Hangers								
25.	Steering contral bar unit								
26.	Shock absorbers								
27.	Hangers bushes/pins			C/arm bushes					
28.	Center bolts								
29.	U- bolt								
30.	Greasing and car wash.								

MAJOR SERVICES (CLASS C)

ITEM UNIT	<u>ROUTINE SERVICE AND REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>NOVUS FAMILY DAEWOO,EICHER TERRA 25 ASHOKLAYLAND</u>	RATE	FAW 380HP	RATE	MITSUBISHI FV	RATE	ISUZU	RATE
31.	Liner Kit								
32.	Injector pump								
33.	Compressor unit								
34.	Injector Nozzles								
35.	Clutch plate								
36.	Pressure plate								
37.	Gear box								
38.	Tipping Jake			N/A				N/A	
39.	Body paneling/Spray								

NO	REQUIRED PARTS/REPAIR	QTY	LAND ROVER DEFENDER 110 DIESEL ENGINE	TOYOTA LAND CRUZER DIESEL ENGINE	MITSUBISHI L.20.0 PETRAL	YAMAHA DT175 PETROL	MITSUBISHI PAJERO	PEUGERT 504	NISSAN DOUBLE CAP	SUZUKI VITARA 2.0 GRAND PETROL ENGINE	TOYOTA HILUX 2.5TD PICK - UP DIESEL ENGINE
1.	Engine service	LS									
2.	Engine Overhaul	LS									
3.	Engine mounting	set									
4.	Radiator	1									
5.	Coolant	1 LTR									
6.	THERMOSTAT	1									
7.	WATER PUMP	1									
8.	FAN BELTS	SET									
9.	DRIVE SHAFT BOOT	SET									
10.	SREERING SHAFT	SET									
11.	HUB SERVICE	LS									
12.	FRONT ARM	SET									
13.	FRONT ARM BUSHES	SET									
14.	FRONT SHOCK ABSOBERS	SET									
15.	REAR ARM BUSHES	SET									
16.	GREASING	LS									
17.	TAIL LAMPS	SET									
18.	HEAD LAMPS	SET									
19.	FRONT BRAKE PADS	SET									
20.	BRAKE DISK	SET									
21.	BRAKE LINING ASSEMBLY	SET									
22.	VET GRIL WITH EMBLEM	SET									
23.	BUMPER	LS									
24.	LEAF SPRING BUSHES	SET									
25.	CLUTCH UNIT	1									
26.	CLUTCH MASTER CYLINDER	1									
27.	INJECTOR PUMP	1									
28.	INJECTOR NOZZLE	SET									

29.	STATOR MOTOR	1									
30.	GLOW PLUGS	SET									
31.	GEAR BOX SERVICE	LS									
32.	COMPUTER DIAGNOSIS	LS									
33.	SIDE MIRROR	SET									
34.	WINDSCREEN	1									
35.	WIPER BLADES	SET									
36.	WIPER MOTOR	SET									
37.	WASHER MOTOR	SET									
38.	A/C PARTICULATE FILTER	LS									
39.	A/C REFIL	LS									
40.	RADIO REPAIR	LS									
41.	BATTERY	1									
42.	STABILIZERBLINKS	SET									
43.	LINKS JOINT	SET									
44.	TYRES	SET									
45.	CARBURATOR	1									
46.	FUEL PUMP	1									
47.	POINTER IGNITION COIL	1									
48.	DISTRIBUTOR (MAGNETO)	1									
49.	IGNITION COILS	SET									
50.	CONSUMABLES	LS									
51.	LABOUR PER HOUR	1									

NO.	REQUIRED PARTS/REPAIR	QTY	SUZUKI 125 CC	VOLKSWAGE KOMBO VAN	MERCEDES RENZ PETROL ENGINE	ISUZU TROPPER DIESEL	NISSAN URVAN	FORD RANGER 2.2 TDI DIESEL ENGINE	FORD EVAREST DIESEL ENGINE	ISUZU DIMAX 2.7 TD11 DIESEL ENGINE	TOYOTA PRADO DIESEL ENGINE
1	Engine service	LS									
2	Engine overhaul	LS									
3	Engine mounting	Set									
4	Radiator	1									
5	Coolant	1 LRT									
6	THERMOSTAT	1									
7	WATER PUMP	1									
8	FAN BELTS	SET									
9	DRIVE SHAFT BOOT	SET									
10	STEERING SHAFT	SET									
11	HUB SERVICE	LS									
12	FRONT ARM	SET									
13	FRONT ARM BUSHES	SET									
14	FRONT SHOCK ABSORBERS	SET									
15	REAR ARM BUSHES	SET									
16	GREASING	LS									
17	TAIL LAMPS	SET									
18	HEAD LAMPS	SET									
19	FRONT BRAKE PADS	SET									
20	BRAKE DISK	SET									
21	BRAKE LINING ASSEMBLY	SET									
22	VET GRIL WITH EMBLEM	SET									
23	BUMPER	LS									
24	LEAF SPRING BUSHES	SET									
24	CLUTCH UNIT	1									
26	CLUTCH MASTER CYLINDER	1									
27	INJECTOR PUMP	1									
28	INJECTOR NOZZLE	SET									
29	STATOR MOTOR	1									
30	GLOW PLUGS	SET									
31	GEAR BOX SERVICE	LS									
32	COMPUTER DIAGNOSIS	LS									
33	SIDE MIRROR	SET									

34	WINDSCREEN	1									
35	WIPER BLADES	SET									
36	WIPER MOTOR	SET									
37	WASHER MOTOR	SET									
38	A/C PARTICULATE FILTER	LS									
39	A/C REFIL	LS									
40	RADIO REPAIR	LS									
41	BATTERY	1									
42	STABILIZER LINKS	SET									
43	LINKS JOINT	SET									
44	TYRES	SET									
45	CARBURATOR	1									
46	FUEL PUMP	1									
47	POINTER IGNITION COIL	1									
48	DISTRIBUTER(MAGNETO)	1									
49	IGNITION COILS	SET									
50	CONSUMABLES	LS									
51	LABOUR PER HOUR										

TYRES

1. The tires will only be supplied from the following brands stated bellow:

- **MOTOR VIHECLES AND TRUCKS**

- i. Pireri Mitau
- ii. Michelin
- iii. Good tire
- iv. Goodrich
- v. Yana

2. **EQUIPMENT**

- i. Good - Year
- ii. Good rich
- iii. Apollo

BATTERIES

- The batteries shall be maintained free type

GARAGES

1. Must have approved certificate from ministry of Transport, Infrastructure, Works & Housing.
2. [optional] The Garage should also be a member of Auto Mobile Association of Kenya (AAK) .

TABLE 4D

1. In case of discrepancy between unit price and total, the unit price shall prevail
2. The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework contract for two (2) year at the indicated net unit prices.

Bidder's Signature----- **Official Stamp**----- **Date**-----

The classes below should be considered when carrying out routine services of machines to maintain the performance and to prolong the life of the equipment.

SECTION VIII- STANDARD FORMS

Notes on the Sample Forms

- 1 Form of Tender-The form of tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
- 2 Confidential Business Questionnaire Form- This form must be completed by the Tenderer and submitted with the tender documents.
- 3 Tender Security Form- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 Contract Form- The Contract Form shall not be completed by the Tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 Performance Security Form- The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 Bank Guarantee for Advance Payment Form- When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 Manufacturers Authorization Form- When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the Tenderer is an agent.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: THE COUNTY GOVERNMENT OF KISUMU
P. O. BOX 2738 - 40100
KISUMU.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be as curtailed in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to __percent of the Contract Price for the due performance of the Contract, in the form prescribed by (CGK).

4. We agree to abide by this Tender for a period of..... [Number] days from the date fixed for tender opening of the Instructions to Tenderers, and it shall remain binding up on us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____ [signature] [in the capacity of] _____ Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. **You are advised that it is a serious offence to give false information on this form.**

	Part 1 -General				
1.1	Business Name				
1.2	Location of Business Premises.....				
1.3	Plot No.....Street/Road				
	Postal Address Tel No.Fax E mail.....				
1.4	Nature of Business				
1.5	Registration Certificate No.				
1.6	Maximum Value of Business which you can handle at any one time -Kshs.....				
1.7	Name of your BankersBranch.....				
	Part 2 (a) - Sole Proprietor				
2a.1	Your Name in Full.....Age				
2a.2	Nationality Country of Origin				
	<input type="checkbox"/> Citizenship Details				
	Part 2 (b)Partnership				
2b.1	Given details of Partners as follows:				
2b.2	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Name</td> <td style="width: 25%;">Nationality</td> <td style="width: 25%;">Citizenship Details</td> <td style="width: 25%;">Shares</td> </tr> </table>	Name	Nationality	Citizenship Details	Shares
Name	Nationality	Citizenship Details	Shares		

	1.....
	2.....
	3.....
	4.....
	Part 2 (c) - Registered Company
2c.1	Private or Public
2c.2	State the Nominal and Issued Capital of Company-
	Nominal Kshs.
	Issued Kshs.
2c.3	Given details of all Directors as follows
	Name Nationality Citizenship Details Shares
	1.....
	2.....
	3.....
	4.
	5.....

Part 3 - Eligibility Status	
3.1	Are you related to an Employee, Committee Member or Board Member of THE COUNTY GOVERNMENT OF KISUMU ?Yes No
3.2	If answer in '3.1' is YES give the relationship.

3.3	Does an Employee, Committee Member, and Board Member of Turkana County Government sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes No
3.4	If answer in '3.3' above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by THE COUNTY GOVERNMENT OF KISUMU to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is YES give details.
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES___ No

3.8	If answer in '3.7' above is YES give details:
3.9	Have you offered or given anything of value to influence the procurement process? Yes No
3.10	If answer in '18' above is YES give details

	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate

☐ If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

TENDER SECURITY FORM

Whereas[name of the Tenderer]
(Herein after called "the Tenderer") has submitted its tender dated..... [date
of submission of tender] for the provision of.....
[name and/or description of the services]
(Herein after called "the
Tenderer")
KNOW ALL PEOPLE by these presents that
WE.....
Of.....having registered office at
[name of (CGK)] (Herein after called "the Bank") are bound
unto.....
[name of (CGK)] (Herein after called "the (CGK)") in the sum
of.....
For which payment well and truly to be made to the said (CGK), 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:

1. If the Tenderer withdraws its Tender during the period of tender validity
specified by the Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the
(CGK) during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if
required; or
- (b) fails or refuses to furnish the performance security, in accordance with the
instructions to Tenderers;

We undertake to pay to the (CGK) up to the above amount upon receipt of its first
written demand, without the (CGK) having to substantiate its demand, provided that
in its demand the (CGK) will note that the amount 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)

CONTRACT FORM

THIS AGREEMENT made the ____ day of _____ 20__ between..... [name of (CGK)] of[country of (CGK)](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 ASFOLLOWS:

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their

Signed, sealed,	_____	respective laws the day and year first above written.
Signed, sealed,	_____	delivered by the _____ (for the Procuring entity)
in the	_____	delivered by the _____ (for the Tenderer)
	_____	presence of

8.5 PERFORMANCE SECURITY FORM

To THE COUNTY GOVERNMENT OF KISUMU

WHEREAS.....

[name of Tenderer]

(Herein after called "the Tenderer") has undertaken, in pursuance of Contract No. [Reference

number of the contract] dated _____ 20__ to
supply.....

[Description services] (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:

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

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....[amount
of

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

This guarantee is valid until the ____ day of 20__

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To THE COUNTY GOVERNMENT OF KISUMU

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 [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 LETTER OF NOTIFICATION OF AWARD

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.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. 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.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

County Secretary
The County Government of Kenya
P.O Box 2738 -40100,
Kisumu.

FOR: County Secretary