



County Government of Kisumu
City Of Kisumu

FRAME WORK AGREEMENT

**Repair And Servicing of Motor vehicles and Plant Machines for City of Kisumu
(Frame Work Agreement)**

TENDER No. CGK/COK/S/F/2020/2021

DECEMBER 2020

TABLE OF CONTENTS

		<u>PAGE</u>
	INTRODUCTION.....	1
SECTION I	INVITATION FOR TENDERS.....	2
SECTION II	INSTRUCTIONS TO TENDERERS.....	3 – 19
SECTION III	APPENDIX TO INSTRUCTIONS TO TENDERERS	20
SECTION IV	CONDITIONS OF CONTRACT, FOR ELECTRICAL AND MECHANICAL WORKS (INCLUDING ERECTION ON SITE)	21 – 28
SECTION V	DESCRIPTIN OF SERVICES.....	29 – 30
SECTION VI	DRAWINGS.....	31
SECTION VII	BILLS OF QUANTITIES.....	32 – 36
SECTION VIII	STANDARD FORMS.....	37– 54

SECTION 1

SECTION I - LETTER OF INVITATION

City of Kisumu
P.O. Box 105-40100
Kisumu
Court Road

Date: 5th February, 2019

Dear sir/Madam

The City of Kisumu invites sealed tenders from eligible candidates for **the Repair and servicing of city of Kisumu motor vehicles and plant machines (Frame work agreement)** for a period of one year.

Interested eligible candidates may download tender document from Kisumu county web site (www.kisumu.go.ke) free or obtain further information and inspect the tender documents at the Procurement office, City Hall, City of Kisumu, during normal working hours, or email: townclerk_kisumu@yahoo.com

All bidders are required to forward their particulars to the Procurement Office for recording purposes and receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked “**Tender Repair and servicing of city of Kisumu motor vehicles and plant machines (Frame work agreement) Tender No. CGK/COK/S/F/2020/2021** for a period of one year. **And** be deposited in the Tender Box at ground floor City Hall, Court Road, and City of Kisumu or be addressed to:

**City Manager
City of Kisumu,
Court Road,
P.O Box 105- 40100,
Kisumu.**

Tenders must be accompanied by a tender Security of **KSH 1% of the bid price** in form of a Bankers cheque payable to County Government of Kisumu.

Bids will be opened immediately thereafter in the presence of bidders or their representatives who choose to attend.

SECTION II:

INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

<u>CLAUSE NUMBERS</u>		<u>PAGE</u>
<u>DESCRIPTION</u>		
<u>GENERAL</u>		
1.	Definitions	5
2.	Eligibility and Qualification Requirements	5 -6
3.	Cost of Tendering	7
4.	Site Visit	7
<u>TENDER DOCUMENTS</u>		
5.	Tender Documents	7 - 8
6.	Clarification of Tender Documents	8
7.	Ammendments of Tender Documents	8 - 9
<u>PREPARATION OF TENDER</u>		
8.	Language of Tender	9
9.	Documents Comprising the Tender	9
10.	Tender Prices	9 - 10
11.	Currencies of Tender and Payment	10 - 11
12.	Tender Validity	11
13.	Tender Surety	11 - 12
14.	No Alternative Offers	12
15.	Pre-tender meeting	12 - 13
16.	Format and Signing of Tenders	13
<u>SUBMISSION OF TENDERS</u>		
17.	Sealing and Marking of Tenders	13 - 14
18.	Deadline and Submission of Tenders	14
19.	Modification and Withdrawal of Tenders	14 – 15
<u>TENDER OPENING AND EVALUATION</u>		
20.	Tender Opening	15
21.	Process to be Confidential	15
22.	Clarification of Tenders	16

	<u>PAGE</u>
23. Determination of Responsiveness	16
24. Correction of Errors	16 - 17
25. Conversion to Single Currency	17
26. Evaluation and Comparison of Tenders	17 - 18

AWARD OF CONTRACT

27. Award	18
28. Notification of Award	18 - 19
29. Performance Guarantee	19
30. Advance Payment	19

Appendix to Instructions to Tenderers	20
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INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers who are eligible as stated in the appendix.
- 2.2 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.3 To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
 - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
 - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
 - (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available

on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.4 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

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

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

3. Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

- 4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 4.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

TENDER DOCUMENTS

5. Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 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 Insurance Cover
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender security Form
- (xi) Performance security Form
- (xii) Request for Review Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6. Inquiries by tenderers

- 6.1 A tenderer making inquiries relating to the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 6.3 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.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9. Documents Comprising the Tender

- 9.1 The tender to be prepared by the tenderer shall comprise:-
- i. The form of tender and appendix thereto.
 - ii. A tender security.
 - iii. The priced Bill of Quantity and Schedule.
 - iv. The information on eligibility and qualification.
 - v. Any other materials required to be completed and submitted in accordance with the instructions to tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety].

10. Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of

work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices[V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of sixty (60) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13. Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The tender security shall be valid for at least thirty (30) days beyond the tender validity period.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for thirty (30) days beyond the tender validity period.

- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than fourteen (14) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- (a) if a tenderer withdraws his tender during the period of tender validity: or
 - (b) in the case of a successful tenderer, if he fails
 - (i) to sign the Agreement, or
 - (ii) to furnish the necessary Performance Security
 - (c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

- 14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any tenderer who fails to comply with this clause will be disqualified.

15. Pre-Tender Meeting

- 15.1 If a pre tender meeting is convened the tenderer's designated representative is invited to attend a pre-tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:
 - (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in —Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
 - (b) Non attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

16. Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, 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.

SUBMISSION OF TENDERS

17. Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

- 17.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare a tender opening register and minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.
- 26.7 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 26.8 Persons not officially involved in the evaluation of tender shall not attempt in any way to influence the evaluation.
27. Preference where allowed in the evaluation of tenders shall not exceed 15%

AWARD OF CONTRACT

28 Award criteria

- 28.1 Subject to clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

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

29. Notification of Award and signing of contract

29.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

29.2 Upon the furnishing of a Performance Security by the successful tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

29.3 At the same time the employer notifies the successful tenderer that his tender has been accepted, the employer shall notify the other tenderers that their tenders have been unsuccessful.

29.4 Within fourteen [14] days of receipt of the form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

29.5 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.

29.6 A tenderer who gives false information in the tender document about his 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.

30. Performance Guarantee

30.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.

30.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

30.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked tenderer.

31. Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31. Corrupt and fraudulent practices.

The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

SECTION III

APPENDIX TO INSTRUCTIONS TO TENDERERS

A. General	
ITB 1.1	The Tender number is :CGK/COK/S/F//2020/2021
ITB 1.1	Tender description: Repair And Servicing of Motor vehicles and Plant Machines for City of Kisumu (Frame Work Agreement)
ITB 2	Eligibility: The Bidder MUST submit with its bid and ALL the additional documents as indicated: fill eligibility form
ITB 1.d	The Employer is: <i>City of Kisumu</i> <i>Employer Representative; cok fleet manager (daily supervision)</i>
ITB 4.1 (a)	Joint venture not allowed
ITB 4	Site visit: bidders are advised to visit Kisumu city works yard to see the type and make of vehicles before they bid
B. Bidding Documents	
ITB 6	For clarification purposes only, the Employer's address is: Attention: <i>The City Manager, City of Kisumu</i> Postal Address: <i>P.O. Box 105-40100, Kisumu</i> Street Address: <i>Court Road, Kisumu</i> Floor/Room number: <i>Town Hall</i> City: <i>KISUMU</i> ZIP Code: Country: <i>KENYA</i> Telephone: _____ Facsimile number: _____ Electronic mail address: townclerk_kisumu@yahoo.com ,
ITB 8	Language : English language.
ITB 9	Tender document; the TOR shall form part of this tender bidders are advised to read and understand the TOR before they bid
C. Preparation of Bids	
ITB 10	Tender price: unit price to include all taxes and profit
ITB 11	Currency; bidding shall be done in Kenya shillings The currency(ies) of the bid and the payment currency(ies) shall be in <i>Kenya Shillings only</i>
ITB 12	Validity period: 90days
ITB 13	Tender security: A bid security from a reputable bank only in prescribed form shall be required., the amount and currency of the bid security shall be 1% of the bid price and in Kenya Shillings
ITB 13.1	Alternative bids are not permitted.

ITB 13.2	Alternative times for completion <i>are not</i> permitted.
ITB 16.	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>power of attorney from bidder, original identification documents</i>
ITB 17	In addition to the original of the bid, the number of copies is: 3
ITB 19	Modification: n/a
ITB 20	Opening date ; to be as indicated in the advert date
ITB 22	Clarification: the bidder may be asked to clarify on an item without changing the price quoted during evaluation
ITB 24	<i>Correction of errors: No correction of errors</i>
D. Submission and Opening of Bids	
ITB 18	For bid submission purposes only, the Employer's address is : Attention: <i>The City Manager, City of Kisumu</i> Postal address: <i>P.O. Box 105-40100, Kisumu</i> Street Address: <i>Court Road, Kisumu</i> Floor/Room number: <i>TOWN HALL</i> City: <i>KISUMU</i> Country: <i>KENYA</i> The deadline for bid submission is: Date: Time: 12:00PM
ITB 25.1	The bid opening shall take place at: <i>The City Hall Chambers</i> Street Address: <i>Court Road</i> Floor/Room number: <i>Town Hall</i> City : <i>KISUMU</i> Country: <i>KENYA</i> Date: Time: 12:00PM <i>Bidders to submit their bids both manually and electronically</i>
E. Evaluation, and Comparison of Bids	
ITB 33.1	A margin of preference <i>shall not</i> apply.
ITB.34.4	

SECTION III

PART I – SPECIAL CONDITIONS

Commencement Date 1.1.1.(I)	Seven days after contract signing
The Employer 1.1.12	City of Kisumu
Time for Completion 1.1.35.	Contract period is one year
Contractor's Profit 1.6.	Include in the service or spare part quote
Language 5.1.	English
Work Programme to be furnished	Provide procedure of how you receive and release vehicles after service
Electricity, Water, Gas and Other Services 14.3	What other services do you offer not for pay
Employer's Equipment 14.4.	
Working Hours 18.3.	From 7:00am to 5pm
Delay in Completion 27.1.	Not allowed
Prolonged delay 27.2.	Not allowed
Terms of Payment 33.1.	The service provider to present one invoice for quarterly payment .the invoice shall be accompanied by letter of authority for the service and inspection certificate
Payment against Provisional Sums 36.4. (b)	No provisional sum
Maximum Liability 42.2.	The service provider is liable for loss or damage while the vehicle/plant machine/motorcycle is at his/her premise OR under his care.
Payment on Termination for Employer's Default 46.3	Certified work already done by the contractor to be paid by the client
Labour, Materials and Transport 47.1.	Materials or spare parts to be used must be of latest technology Or equivalent
Applicable Law (Sub-clause 51.1.)	Kenyan laws and regulations related to standard repair and service of vehicles
Procedural Law for Arbitration (Sub-clause 51.2	Arbitration shall be allowed where both parties can't agree
7.0 Performance Security	
Deliverables by the client	As indicated in the TOR
Deliverables by the contractor	As indicated in the TOR
6.0 General Obligations	As indicated in the TOR
9.0 Price Variation	No price variation
communication	All communication for this tender to be directed to city manager

PART II – GENERAL CONDITIONS

1.0 Conditions Precedent to Commencement (Sub-clause 1.1.1.)

The following financial and administrative requirements are conditions precedent to commencement.

—

2.0 Defects Liability Period (Sub-clause 1.1.11.)

The Defects Liability Period is _____ days.

3.0 Engineer's Duties (Sub-clause 2.1.)

The Engineer requires the consent of the Employer before exercising the following duties:

—

4.0 Operation and Maintenance Manuals (Sub-clause 6.6.)

Operation and Maintenance Manuals shall be in English language.

5.0 Manufacturing Drawings (Sub-clause 6.9.)

The Contractor is required to disclose to the Engineer or the Employer confidential information as follows:

—

6.0 General Obligations (Sub-clause 8.1.)

6.1 The following facilities will be provided by the Employer:

6.2 The facilities will be provided at the following rates:

—

7.0 Performance Security (Sub-clause 10.1)

The Contractor shall obtain a Performance Security of an amount Kshs.

8.0 Contractor Equipment (Sub-clause 14.1)

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use:

9.0 Price Variation

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

9.2 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

10.0 Extension of Defects Liability Period (Sub-clause 30.4)

In the event of suspension the Defects Liability Period shall not last more than ____ days after the date the Plant would have been delivered but for the suspension.

11.0 Method of Application (Sub-clause 33.2)

Application for payment shall be made as follows:

12.0 Payment (Sub-clause 33.5.)

11.1 The period for payment shall be:

11.2 The place for payment shall be:

13.0 Delayed Payment (Sub-clause 33.6.)

The interest rate for delayed payment is simple interest at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

14.0 Payment by measurement (Sub-clause 33.8)

The provisions for measurement are:

15.0 Customs and Import Duties (Sub-clause 48.1.)

The Contractor shall pay and be reimbursed by the Employer for the following customs, import duties and taxes in consequence of the importation of the Plant:

16.0 Arbitration (Sub-clause 50.2)

The rules of arbitration shall be those contained in the Arbitration Act of the Laws of Kenya.

EVALUATION CRITERIA

The evaluation shall be done in three stages as follows

- i. Mandatory requirements
Those who meet mandatory requirements proceed to technical stage
- ii. Technical evaluation

Factor / Sub-Factor	Requirement			
1. MANDATORY REQUIREMENTS		DOCUMENT REQUIRED		
1.1. Registration as Company	Legally constituted firm according to laws of Kenya	Certificate of incorporation		
1.2. Tax Compliance	Tax Compliant	KRA tax compliance certificate		
1.3. Physical address	Must have physical office	Trading license		
1.4. Bid Security	Bid security of 1% of bid sum from a reputable commercial bank	Bid bond		
1.5. Sanctity of bid document	Having document intact, legible and well bound and signed by authorized person, as	Properly bound bid document		
Bidding Forms and Other Requirements				
1.6 Bid Submission Sheet	Bid Submission Sheet	Tender form		
1.7. Power of Attorney	Written confirmation authorizing signatory of Bid to commit Bidder,	Power of attorney document		
1.8 Environmental and Social Commitment	Written commitment of Bidder, in accordance with ITB 11.1(h) in conformity with form ESC in Section IV (Bidding Forms)	Eligibility form		
1.9 . Statement of Work Methods	Statement of work methods in sufficient detail to demonstrate adequacy of Bidders' proposal to meet work required	Requirements at receipt and release of vehicles		
1,10. Bidder Information	All details in format as specified in tender submission form	Tender form		
1.11 types of vehicles	A list of the vehicles, plant machine ,and motorcles you can repair and maintain	Document list		
Eligibility				
1.12 Conflict of Interest	No conflicts of interests as described in ITB 4.3.			
1.13 Ineligibility	Not having been declared ineligible.	FILL		

Factor / Sub-Factor	Requirement			ELIGIBILITY FORM		
	1	2	3			
Proceed to technical						
2. Technical evaluation			100 points			
Financial Situation			20			
2.1. Historical Financial Performance	Submission of 3 successful work completed each not less than 20,000 More than 8 projects max points more than 3(6) points, 3projects 3points		10			
2.2 Average work done in a year in Kenya shillings	Minimum average annual work of ksh.30,000 more than 30,000 max points,30,000 3points		6			
2.3 Financial Resources	Demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet following cash-flow requirement: a. KES Six Million (KES 40,000) per month more than two max points ,one (one point)		2			
2.4 Bidder's Banker(s)	Information on bidder's Bankers including authority to contact banks. Provide certified letter from bank with Name, Postal Address, Telephone of Banks if given max points not given nil points		2			
Experience			25			
2.5 General Experience	Experience company registered at least Three (3) years prior to applications submission deadline more than 3yrs max points, three years 5points		10			
2.6 Specific Experience	List types and make of vehicles ,plant machines and equipment motorcycles you have serviced/repair more than 3 make similar to this assignment max points, less than 3 (8points)		15			
Key Personnel			45			
2.7 Project Manager/owner	1. At least diploma in plant mechanics/automotive engineering. Diploma and above with 5yrs experience in similar req service and repair max points ,diploma with 3yrs experience in similar assignment 15points		30			
	2. Has no diploma but has worked as mechanic in a busy firm for at least 10yrs dealing in similar assignment max points, six yrs and above dealing in similar assignment 15 points					

	1	2	3
Factor / Sub-Factor	Requirement		
2.8. Site Foreman	1. At least certificate in mechanics doing service /repair to the same or similar vehicles ,plant machines and equipment motorcycles for the last 7years max points 4-5 yrs 7points		
	2. No certificate but has been doing service /repair to the same or similar vehicles ,plant machines and equipment motorcycles for the last 7years max points 4-5yrs 7points		
Key Equipment		10	
2.9Tools &equipment	The service provider should provide a list of important tools available in the workshop for repair/service of		
	1. Plant machines and equipment		
	2. Motor vehicle		
	3. Motorcycle		
	If given as listed above max points		
	Given but not as listed above 4points		
Total points			

SECTION V:

DESCRIPTION OF SERVICES

TERMS OF REFERENCE

The City of Kisumu through its' budget allocation is seeking to procure the services of a competent reliable service provider, to repair and service Kisumu city vehicles, plant machines and equipment. The proper operation of these machines and vehicles is necessary for making the city neat and environmentally conducive for living.

OBJECTIVE OF THE ASSIGNMENT

The general objective of the assignment is to maintain, repair and service Kisumu city vehicles, plant machines and equipment's so that they are always in the best working condition.

SPECIFIC OBJECTIVES

1. To repair service and maintain the vehicles, motorcycles, plant machines and equipment's of city of Kisumu.
2. The repair or service to be done within the shortest time possible, within three days if possible
3. To repair, service and maintain Kisumu city vehicles, plant machines and equipment's with the latest best quality spares or equivalents.
4. To engage qualified, experienced mechanics to do the repair or service required all the time.
5. To avoid stealing, or taking of spare parts of the vehicles, motorcycles, plant machines and equipment's of city of Kisumu during repair or service or any other time thereof
6. To write a report of all the repair and service done within four months indicating the no plate of the vehicle/plant machine or equipment and the amount in each case
7. To pay the service provider for work done. The service provider is not entitled to the total contract sum, but to be paid for work done only.

DELIVERABLES BY THE EMPLOYER

1. To present vehicle, plant machine & equipment, or motorcycle for purposes of service or repair.
2. To give the service provider document indicating areas for service or repair
3. To pay for service or repair done quarterly upon receipt of invoice and inspection report in support of the said invoice

DELIVERABLES BY THE SERVICE PROVIDER

1. To repair or service the vehicle, plant machine, or motorcycle presented to him/her for such services
2. The repair or service should be done in good faith using latest or equivalent technology spares/skills. The service to be done within three days upon receipt of the vehicle plant machine, or motorcycle presented to him/her for such services.
3. Causes of delay to be discussed by the fleet manager to give way forward
4. Write a progress report quarterly detailing what has been done
5. To present quarterly invoice together with any other document required for payment

SECTION VII:

SCHEDULE OF REQUIREMENTS

PRICING SCHEDULE FOR DIFFERENT MODELS OF VEHICLES AND PLANTS

ROUTINE SERVICE AND REHABILITATION OF EXCAVATOR AND COMPACTORS

ITEM NO.	ITEM DESCRIPTION	NYATI EXCAVATOR	UNIT RATE	TANA COMPACTOR	UNIT RATE	BOMAG COMPACTOR	UNIT RATE
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 Pipe Replacement						
9	Headlamps						
10	Sprocket segments/bolts						
11	Blade/end bits and bolts						
12	Carrier Rollers						
13	Truck Rollers						
14	Lifting Cylinder boom seal						
15	Wear strips						
16	Alternator						
17	Stator motor						
18	Fan						
19	Fan belt						
20	Side mirrors						
21	Wiper blades						
22	Tensioner seal						

23	Windscreen						
24	Door locks						
25	Bucket tips/adapters						
26	Oil strainer						
27	Interior cluster wiring						
28	Body cut off switch						
29	Injector pump service						
30	Fuel sensor						
31	Liner kit						
32	Compressor unit						
33	Injector nozzles						
34	Multi-disc clutch plate						
35	Transmission pump						
36	Transmission coolers						
37	Hydraulic oil filters						

ROUTINE SERVICE AND REHABILITATION OF BACKHOE LOADERS AND SHOVEL

ITEM NO	ITEM DESCRIPTION	BULL BACKHOE	UNIT RATE	NEW HOLLAND BACKHOE	UNIT RATE	XCMG SHOVEL	UNIT RATE
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						
13	Tiling cylinder seal						
14	Alternator						
15	Stator motor						
16	Fan						
17	Fan belt						
18	Side mirrors						
19	Wide blades						
20	Scrapers						

21	Bucket tips						
22	Oil strainer						
23	Interior cluster wiring						
24	Body cut – off switch						
25	Windscreen						
26	Cylinder head gasket						
27	Radiator service						
28	Hydraulic pump service						
29	Injector pump						

ROUTINE SERVICE AND REHABILITATION OF TIPPER TRUCKS AND FIRE ENGINES

ITEM NO.	<u>ROUTINE SERVICE REHABILITATION OF COUNTY TRUCKS AS PER SPECIFICATION</u>	<u>EICHER TERRA</u>	UNIT RATE	FAW 380HP, ISUZU, NISSAN	UNIT RATE	FIRE ENGINES (SINO TRUCK, MERC. ACTROS, VOLVO, LANDROVER)	UNIT RATE
1.	Engine oil						
2.	Oil Filter						
3.	Fuel Filter						
4.	Hydraulic oil in 20 liters tin						
5.	Air cleaner						
6.	Brake Boost Replacement						
7.	Water Separate						
8.	Pneumatic Pipes Replacement						
9.	Headlamps						
10.	Chevrons/Reflectors						
11.	Side indicators lamps						
12.	Steering Arm						
13.	Propeller shaft cross joint						
14.	Brake Linings						
15.	Drums						
16.	Alternator						
17.	Stator motor						
18.	Fan						
19.	Fan belt						
20.	Rims						
21.	Wiper blades						
22.				SUSPENSION UNIT			
23.	Leaf Springs						
24.	Hangers						
25.	Steering Control bar unit						
26.	Shock absorbers						
27.	Hanger/control arm bushes/Pins						
28.	Center bolts						
29.	U – bolt						
30.	Greasing and car wash						

31	Injector pump						
32	Compressor unit						
33	Injector nozzles						
34	Body paneling and spray						
35	Tipping jack						
36	Clutch plate						
37	Pressure plate						
38	Release bearing						
39	Wheel studs						
40	Wiring						
41	Liner kit						
42	Gearbox						
43							

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									
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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 JIMNY	ISUZU NQR BUS	MERCEDES RENZ PETROL ENGINE	TOYOTA HILUX SURF DIESEL	NISSAN PICK UP	FORD RANGER 2.2 TDI DIESEL ENGINE	FORD EVEREST DIESEL ENGINE	TOYOTA HIACE VAN	TOYOTA PICK UP DIESEL ENGINE
1	ENGINE SERVICE	LS									
2	ENGINE OVERHAUL	LS									
3	ENGINE MOUNTING	Set									
4	RADIATOR	1									
5	COOLANT	1 LRT									
6	THERMOSTST	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 BREAK 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									
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SECTION VIII

STANDARD FORMS

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Appendix to Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee (unconditional)
- (viii) Bank Guarantee for Advance Payment
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Schedule of Materials;- Basic Prices
- (xii) Schedule of Labour;- Basic Prices
- (xiii) Schedule of Plant and Equipment
- (xv) Details of Sub-Contractors
- (xvi) Certificate of Tenderer's Site visit
- (xvii) Form of Written Power of Attorney
- (xviii) Key Personnel
- (xix) Completed Civil Works
- (xx) Schedule of Ongoing Projects
- (xxi) Other Supplementary Information
- (xxii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ **[Contract Name]**

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

**A complete set of tender documents may be purchased by you from _____
_____ [mailing address, cable/telex/facsimile numbers].**

Upon payment of a non-refundable fee of Kshs _____

**All tenders must be accompanied by _____ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to _____
_____ [address and location]**

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

Authorised Signature
Name and Title

FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount] in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. 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 tenders for and on behalf of
_____ [Name of Employer]
of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

Signature of Tender.....Date.....

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the Contract
Price of Kshs. _____ [amount in figures][Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is
situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered office is
situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (*name and identification number of Contract*) (hereinafter called “the Works”) located
at _____ [*Place/location of the Works*] and the Employer has accepted
the tender submitted by the Contractor for the execution and completion of such Works and the
remedying of any defects therein for the Contract Price of
Kshs _____ [*Amount in figures*], Kenya
Shillings _____ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
 - (c) rejects a correction of an arithmetic error in the tender.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, 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 said date.

[date]

[signature of the Bank]

[witness]

[seal]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

WHEREAS _____ (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,
Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____
Address: _____
Signature: _____
Date: _____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
.....
3. Telephone number (s) of tenderer
.....
4. Telex address of tenderer
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)
.....
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

* Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we
would require in accordance with Clause 21 of the Conditions of
Contract, which is attached hereto, the following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign
currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign
currency.

Maximum foreign currency requirement shall be
_____ (percent) of the Contract Sum, less Fluctuations.

(Signature of Tenderer)

SCHEDULE OF MATERIALS;-BASIC PRICES
(Ref: Clause 70 of Conditions of Contract)

MATERIAL	UNIT	ORIGIN AND PRICE			TRANSPORTATION COST FROM SOURCE OF ORIGIN	
		OF ORIGIN	COUNTRY SUPPLIER	PRICE	MODE	PRICE (KSHS)
Cement	Mg					
Lime	Mg					
Sand	Mg					
Aggregate	Mg					
Diesel	L					
Regular Petrol	L					
Super Petrol	L					
Kerosene	L					
Structural steel	Mg					
Gabion Mesh	M2					
Reinforcement Steel	Mg					
Explosives	Kg					
Oil and Lubricants	L					
Bitumen Emulsion A3	L					
Bitumen Emulsion A4	L					
Bitumen Emulsion K1	L					
Bitumen Emulsion K3	L					
Bitumen 80/100	Kg					
Bitumen MC 30	ML					
Bitumen MC 70	L					
Bitumen MC 3000	L					
Ammonium nitrate for blasting	Kg					

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to _____(Contract Site) depending on whether materials are imported directly by the tenderer or through a local agent.

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.

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(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary