

**NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD
(NCCASB)**



**TENDER DOCUMENT
FOR**

**PROVISION OF MAINTENANCE & REPAIR SERVICES FOR NAIROBI
CITY COUNTY ASSEMBLY SERVICE BOARD'S MOTOR VEHICLES
(REGISTERED GARAGES WITH MTCE)**

**FRAMEWORK CONTRACT
(FOR A PERIOD OF THREE YEARS)**

NCCASB/OT/06/10/2020/2021

CLOSING DATE: MONDAY 26TH OCTOBER, 2020 AT 12.00 NOON

NAIROBI CITY COUNTY ASSEMBLY



P. O. BOX 45844 - 00100, NAIROBI - KENYA
Telephone 020 2216151
Web: www.nairobiassembly.go.ke

ANNUAL TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tenders:-

TENDER NO.	Tender Item Description for Financial Year 2020-2021
NCCASB/OT/06/10/2020-2021	PROVISION OF MAINTENANCE & REPAIR SERVICES FOR NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD'S MOTOR VEHICLES (REGISTERED GARAGES WITH MTCE) FRAMEWORK CONTRACT FOR THREE YEARS

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of a **non-refundable fee of Kshs. 1,000** paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;

or downloaded free of charge from the County Assembly website: www.nairobiassembly.go.ke or Public Procurement Information Portal: www.tenders.go.ke

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, "**Tender for Supply /Provision** " - "**Category Reference/Description**" and be deposited in the tender box situated at **Nairobi City County Assembly premises, located at Wabera street, City Hall - Assembly Wing, 2nd Floor, Room 277,** so as to be received on or before **26th October 2020, 12.00noon.**

Opening of tenders documents will take place immediately thereafter at the **Charter Hall, City Hall Building - Assembly Wing at 12.00noon** in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to:-

THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 - 00100,
NAIROBI - KENYA

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SECTION I: INVITATION TO TENDER

DATE: 16th October, 2020

TENDER REF NO: NCCASB/OT/06/10/2020/2021

TENDER NAME: Provision of Maintenance & Repair Services for Nairobi City County Assembly Service Board's Motor Vehicles (Framework Contract for a period of Three Years)

- 1.1 Nairobi City County Assembly Service Board invites sealed bids from eligible candidates for Provision of Maintenance & Repair Services for Nairobi City County Assembly Service Board's Motor Vehicles.
- 1.2 Interested eligible candidates may obtain further information and tender documents at NCCA during normal working hours upon payment of non-refundable fee of one thousand shillings (1,000.00) in cash or Bankers cheque payable to Nairobi City County Assembly Service Board for hard copies or downloaded free of charge from the websites www.nairobiassembly.go.ke or <http://www.tenders.go.ke>
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked **Tender Number and Tender name without identifying the sender** must be addressed to:

**The Clerk
Nairobi City County Assembly Service Board
P.O. Box 45844-00100
NAIROBI**

And be deposited in the Tender Box provided at the Procurement Office so as to be received on or before **Monday 26th October 2020 at 12.00 noon**

- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City County Assembly.

**Clerk
Nairobi City County Assembly**

SECTION II

- INSTRUCTIONS TO TENDERERS

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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 Nairobi City County Assembly Service Board employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Nairobi City County Assembly Service Board (NCCASB) 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 Nairobi City County Assembly Service Board, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1, 000/=.
- 2.2.3 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Nairobi City County Assembly Service Board will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Nairobi City County Assembly Service Board. 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 Nairobi City County Assembly Service Board shall reply to any clarifications sought by the Tenderer within 2 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 Nairobi City County Assembly Service Board, 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 Nairobi City County Assembly Service Board, 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 Nairobi City County Assembly Service Board, 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 (12 months)

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

2.9.6 Price variation requests shall be processed by the NCCASB within 30 days of receiving 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

Pursuant to paragraph 2.1 the Tenderer shall furnish, as part

2.11.1 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 Nairobi City County Assembly Service Board'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.

The tender security shall be in the amount not exceeding 2

2.12.2 per

cent of the tender price.

The tender security is required to protect the National

2.12.3 Irrigation

Board 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 Nairobi City County Assembly Service Board as non-responsive, 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 Nairobi City County Assembly Service Board.
- 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Nairobi City County Assembly Service Board as nonresponsive.
- 2.13.2 In exceptional circumstances, Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Monday 26th October, 2020, 12.00Noon"**

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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board at the address specified under paragraph 2.15.2 no later than **Monday 26th October, 2020 at 12.00 noon**

2.16.2 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board will open all tenders in the presence of Tenderers' representatives who choose to attend, at 12.00 noon on **"Monday 26th October, 2020 at 12.00 noon"** 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 Nairobi City County Assembly Service Board, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board in the Nairobi City County Assembly Service Board's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender. Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20

Preliminary Examination and Responsiveness

- 2.20.1 The Nairobi City County Assembly Service Board 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 There will be no correction of arithmetical of arithmetical errors
- 2.20.3 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board'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 Nairobi City County Assembly Service Board 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, Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board'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 2.22.3 the following evaluation methods will be applied:
- (a) *Operational Plan*

The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board'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 Nairobi City County Assembly Service Board may consider the alternative payment schedule offered by the selected Tenderer.

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the Tenderer shall have the following: -
- (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 to the foregoing
- (d) Shall not be debarred from participating in public procurement.
- (e) All Risks Insurance Cover for customer's goods

2.23 Contacting the Nairobi City County Assembly Service Board

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the Nairobi City County Assembly Service Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.1 Any effort by a Tenderer to influence the National Irrigation Board in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

2.24 Award of Contract

(a) Post Qualification

2.24.1 In the absence of pre-qualification, the National Irrigation Board will determine to its satisfaction whether the Tenderers that are selected as having submitted the responsive tenders are qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the National Irrigation Board 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 Nairobi City County Assembly Service Board will award the contract to a number of successful Tenderers whose tenders have been determined to be substantially responsive and have been determined to have the technical capacity to perform the contract satisfactorily.

2.24.5 The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board's action. If the Nairobi City County Assembly Service Board determines that none of the Tenderers is responsive; the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board will notify the successful Tenderers in writing that their tenders have 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 Tenderers and the Nairobi City County Assembly Service Board pursuant to clause 2.29. Simultaneously unsuccessful Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderers' furnishing of the performance security pursuant to paragraph 31, the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board notifies the successful Tenderers that their tenders have been accepted, Nairobi City County Assembly Service Board 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 Tenderers shall sign and date the contracts and return them to the Nairobi City County Assembly Service Board.

2.26.3 The parties to the contracts shall have them 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 Nairobi City County Assembly Service Board, the successful Tenderers shall furnish the performance securities in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Nairobi City County Assembly Service Board.
- 2.27.2 Failure of the successful Tenderers 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 Nairobi City County Assembly Service Board may make the award to the next lowest evaluated or call for new tenders.

2.28

Corrupt or Fraudulent Practices

The Nairobi City County Assembly Service Board requires

- 2.28.1 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.
The Nairobi City County Assembly Service Board will reject
- 2.28.2 a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

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 Nairobi City County Assembly Service Board's Motor Vehicles (Registered Garages with MTCE) Service for a period of 3 years
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.2.2	The fees charged for a complete set of tender documents is Kenya Shillings ONE thousand (1,000.00) only
2.4.1	The Nairobi City County Assembly Service Board will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the Nairobi City County Assembly Service Board.
2.4.2	The Nairobi City County Assembly Service Board shall reply to any clarifications sought by the Tenderer within 2 days of receiving the request to enable the Tenderer to make timely submission of its tender.
2.10.1	Tender prices shall be quoted in Kenya Shillings
2.11.2	The clause-by-clause commentary of the technical specifications is given under Section IV
2.12.1	A tender security registered with the Authority is required and can be in the form of: <ol style="list-style-type: none"> 1. Bank Guarantee 2. Such Insurance Guarantee approved by the Public Procurement Oversight Authority (PPRA) The amount of tender security required is Kshs. 50,000
2.13.1	Tender Validity Period 120 days from closing date of the tender.
2.14.2	The bidder must provide an appropriate written Power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.14.1	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: on Monday 26th October, 2020 12.00Noon ." PLACE: Nairobi City County Assembly, located at Wabera street, City Hall – Assembly Wing, at the Charter Hall, City Hall Building – Assembly Wing at 12.00noon
2.22	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. 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.
2.24.4	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. The bid meeting the minimum technical score will be evaluated financially. The tender shall be awarded to the Bidder with the LOWEST EVALUATED RESPONSIVE BID TOTAL COST PER LOT.
2.30	The performance security. Not Applicable

EVALUATION CRITERIA

Table 1: PRELIMINARY REQUIREMENTS (MANDATORY)

S/NO	Documents Submitted
1.	Original Copy of Tender Security of Kshs. 50,000 in form of a Bank guarantee from a reputable bank in Kenya valid up to 90 days from the date of opening of the Tender
2.	A letter of commitment confirming that prices quoted will be valid for a period of twelve (12) months
3.	Form of Tender duly filled and signed
4.	Tender validity period of one hundred and twenty (120) days from the tender opening date
5.	Copy of Valid Tax Compliance Certificate (Will be confirmed through TCC checker with KRA)
6.	Certified copy of Certificate of Registration/ Incorporation
7.	Proof of a Physical registered office address, Telephone/Mobile Numbers and e-mail address
8.	Certified copy of Valid Business Permit/License related to this line of Business
9.	Duly filled Confidential Business Questionnaire
10.	Proof of registration with Ministry of Transport, Infrastructure, Housing & Urban Development (Mechanical & Transport Division).
11.	Registration with a Professional Body e.g. Kenya Motor Repairs Association
12.	Bidders must have their Tender documents paginated from the first page in the format 1,2,3,4,...to the last page and annexures attached.

TECHNICAL EVALUATION CRITERIA

Table 2: TECHNICAL EVALUATION CRITERIA

No.	Requirements	Max. Score
1	Reference letters from at least 5 clients (Ministries or Government Agencies)	15
2	State Credit period (Minimum proposed is 30 days)	15
3	Evidence of Provision of Servicing and Maintenance of Motor Vehicles under Framework Contracting (at least 5 firms)	15
4	Evidence of branches or dealers in the stated Regions (Section V, G)	20
5	Provide a Letter of Reference from the bank or Audited financial statements/ accounts for the last two years (2018 and 2019)	20
6	A letter of commitment confirming duration of time to deliver service from notification by the client	15
	i) Delivery of service within one day from date of receipt of Local Purchase Order (LPO) - 15Marks	
	ii) Delivery of service within two days from date of receipt of Local Purchase Order (LPO) - 10Marks	
	iii) Delivery of service in more than two days from date of receipt of Local Purchase Order (LPO) - 5Marks	
	Total	100

NOTE:

1. The minimum pass mark to qualify for award shall be 70%. Applicants who will not meet this minimum pass mark shall be disqualified at this stage.
2. Nairobi City County Assembly Service Board may make site visits to the successful bidder's reference sites to confirm the authenticity of the sites and the scope of work done.

FINANCIAL EVALUATION

The firm achieving THE LOWEST EVALUATED AND RESPONSIVE TOTAL PRICE PER LOT after attaining the 70% pass mark shall be recommended for award.

SECTION III: 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: -

- (a) "The Contract" means the agreement entered into between the KRA 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.
- (b) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The services" means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to the KRA under the Contract.
- (d) "The NCCASB" means Nairobi City County Assembly Service Board (NCCASB), the organization purchasing the Goods under this Contract.
- (e) "The contractor" means the individual or firm providing the services under this Contract.
- (f) "GCC" means general conditions of contract contained in this section
- (g) "SCC" means the special conditions of contract
- (h) "Day" means calendar day
- (i) "MTCE" means Ministry of Transport, Infrastructure, Housing & Urban Development (Mechanic & Transport Division)

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 Nairobi City County Assembly Service Board'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 NCCASB in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 Tenderer shall not, without the Nairobi City County Assembly Service Board'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 Nairobi City County Assembly Service Board and shall be returned (all copies) to the Nairobi City County Assembly Service Board on completion of the Tenderer's performance under the Contract if so required by the Nairobi City County Assembly Service Board

3.5 Patent Rights

The Tenderer shall indemnify the Nairobi City County Assembly Service Board against all third-party claims 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board and shall be in the form of:

- a) Bank Guarantee
- b) Such Insurance Guarantee approved by the Public Procurement Regulatory Authority (PPRA)

The amount of tender security required is 2% of the tender prices

3.6.4 The performance security will be discharged by the NCCA Service Board 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 Nairobi City County Assembly Service Board or its representative shall have the right to inspect and/or

to test the services to confirm their conformity to the Contract specifications. The Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board.

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 Nairobi City County Assembly Service Board'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 Nairobi City County Assembly Service Board's prior written consent.

3.11 Termination for Default

3.11.1 The Nairobi City County Assembly Service Board 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:

- (a) if the Tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Nairobi City County Assembly Service Board.
- (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the Tenderer, in the judgment of the Nairobi City County Assembly Service Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the KRA 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 Nairobi City County Assembly Service Board for any excess costs for such similar services.

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

- 3.13.1 The Nairobi City County Assembly Service Board by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board 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 Nairobi City County Assembly Service Board'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 its 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.
- 3.18.9. The Procuring Entity will issue orders through an official letter backed by an Local Purchase Order either physically delivered or sent by e-mail.

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	Tender for Provision of Maintenance & Repair Services for Nairobi City County Assembly Service Board Motor Vehicles (Registered Garages With MTCE) Framework Contract for three years (Renewable Yearly)
3.6	The performance bond. Not Applicable
3.8	The Nairobi City County Assembly Service Board 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 Tenderers must be inclusive of all taxes, discounts and delivery costs
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.
	Due diligence may be carried out to verify the documentary evidence submitted by the garages
3.18	The address of the Nairobi City County Assembly Service Board is: The Nairobi City County Assembly (NCCA) P. O. Box 45844 - 00100 Nairobi

SECTION V - SCHEDULE OF REQUIREMENTS

(a) Procurement Item

No.	Description	Delivery schedule
1	Tender for Provision of Maintenance & Repair Services for Nairobi City County Assembly Service Board's Motor Vehicles (Registered Garages With MTCE) Framework Contract for Three years (Renewable Yearly)	4 weeks after issuance of LPO

(b) Instructions on Submission of Bids

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

<i>Section</i>	<i>Document</i>
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 VI
L	Combined Technical and Financial Proposal

(d) Tender Responsiveness Criteria

The inner envelopes should be clearly marked as follows:

ORIGINAL TENDER (Combined Technical & Financial) A
NCCASB/OT/06/10/2020-2021 COPY OF TENDER (Combined Technical & Financial) B NCCASB/OT/06/10/2020-2021

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

The Clerk
Nairobi City County Assembly Service Board (NCCASB)
P.O. Box 45844 - 00100
Nairobi

SECTION VI - DESCRIPTION OF SERVICES

A) Services Required

NCCASB plans to engage a motor vehicle dealer to be servicing and maintaining her motor vehicles on framework basis. The dealer will be servicing the vehicles after every 5,000kms after being informed by the NCCASB's representative on the need. This is to ensure that the vehicles are well maintained and meet the required safety standards.

The vehicles repair and services are being sought from the dealer's workshops as well as suitable private owned Garages approved by Ministry of Transport, Infrastructure, Housing & Urban Development (Mechanical & Transport Division). **The services shall be for a period of three-years.**

The services to be provided include but not limited to: -

- i) Auto services
- ii) Vehicle repair and maintenance
- iii) Accident repair
- iv) Panel Beating
- v) Fabrication
- vi) Spray painting
- vii) Upholstery
- viii) Electrical solutions
- ix) Vehicle rehabilitation
- x) Any other services related thereto of motor vehicles and auto parts.

B) Specific Tasks

With guidance from NCCASB's Administration Department, the dealer shall:

1.	Carry	out A Service to	our fleet after every 5,000Kms
2.	Carry	out B Service to	our fleet after every 20,000kms
3.	Carry	out C Service to	our fleet after every 40,000Kms
4.	Carry	out diagnosis of	defects and issue a quotation for repairs for prior
			authorization.

5. Carry out body work repairs and spray painting as may be authorized.

C) SCOPE OF WORK FOR THE SUPPLIER FIRM

1. A SERVICE

- Drain and refill engine oil
- Replace oil filter
- Check and clean air cleaner element
- Check gearbox oil and top-up if necessary
- Check differential oil and top-up if necessary
- Check battery level and specific gravity - top-up if necessary
- Clean battery terminals
- Check and adjust tyre pressures including spare tyre

- Check operation of headlights, parking lights, indicators, hazards and all lights
- Check operation of power windows, side mirrors and central locking
- Check operation of blower fan, air conditioning, audio
- Check operation of instrument cluster and cigarette lighter
- Check operation of all windows, door locks and lubricate
- Check operation of all wipers, windscreen washer and horn
- Fill windscreen washer bottle
- Check coolant level, radiator hoses condition and V belts
- Check operation of all seats slides and adjusters
- Check condition of brakes
- Check condition of all tyres
- Check condition of shock absorbers
- Check idling rpm and adjust as necessary
- Defect report

2. B - SERVICE (AS IN "A" SERVICE +)

- Replace fuel filter*
- Replace spark plugs*
- Replace air cleaner element
- Drain and refill gear box, transfer gear and differential oils
- Inspect for oil and brake fluid leaks
- Check steering and CV dust covers for damage or leaks
- Check all brakes including removal of drums and disc pads
- Clean brake linings and disc pads
- Adjust all brakes
- Check and top-up steering fluid if necessary
- Inspect wheel bearing, grease and adjust if necessary
- Check and adjust wheel alignment
- Check and adjust ignition timing*
- Check diesel injector pumps for leaks*
- Check exhaust system
- Clean engine
- Road test Vehicles

* Only to applicable models as per manufacturer's specifications.

3. C - SERVICE (AS IN "B" SERVICE +)

- Drain and refill brake fluid
- Drain and refill engine coolant
- Rotate tyres
- Check and replace timing belt at 100,000km

D) WEARING PARTS REPAIRS PROCESS

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

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

E) ACCIDENT AND OTHER REPAIRS

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

Supplier will not be liable for any accident repairs undertaken by unauthorized contractors including repairs to chassis, pillars or panels necessary to restore the Vehicles to safe operating status.

F) ACCIDENT AND OTHER REPAIRS

1. Submit a quotation for approval before commencement of work.
2. Perform the task as per the quotation and approved L.P.O.
3. Issue an invoice on monthly basis for all the works done during the work.
4. Provide a defect report for the motor vehicle after service

G) REQUIRED QUALIFICATIONS AND EXPERIENCE OF THE FIRM

The firm must be the dealer or authorized agent of the specified model and make of the vehicle.

The bidder must have outlets/dealers/agents in the following Regions:

1. Nairobi
2. Mt. Kenya Region (Nyeri, Isiolo, Meru /Embu)
3. North Eastern (Garrissa,Wajir)
4. South Rift (Nakuru, Kericho)
5. North Rift(Eldoret, Turkana, Lodwar)
6. Western (Kakamega, Kitale)
7. Nyanza
8. Coast

H) DURATION OF THE ASSIGNMENT

The assignment will take a maximum of three years.

I) SUPERVISION OF WORK

The firm will be contracted under the NCCASB's terms and supervised by the Administration Department under the instruction of the Director Administration Services solely for the purpose of delivering the above outputs, within the agreed time frame. NCCASB as the Client shall provide necessary support to the firm in order to execute the assignment during the duration of the work.

J) NCCASB'S MOTOR VEHICLES INVENTORY AS AT AUGUST 2020

NO	REGISTRATION NUMBER	MAKE	YEAR OF MANUFACTURE	USAGE
1.	47CG 272A	MERCEDES BENZ	2011	Private
2.	47CG 269A	MERCEDES BENZ	2013	Private
3.	47CG 273A	MISTUBISHI PAJERO	2009	Private
4.	47CG 267A	TOYOTA FORTUNER	2013	Private
5.	47CG 268A	TOYOTA FORTUNER	2013	Private
6.	47CG 270A	NISSAN VAN	2013	Commercial
7.	47CG 266A	DOUBLE CABIN	2004	Commercial
8.	47CG 271A	BUS	2012	Commercial
9.	47CG 001A	TRAIL BLAZER	2015	Private
10.	47CG 002A	TRAIL BLAZER	2015	Private
11.	47CG 188A	TOYOTA PRADO	2017	Private
12.	47CG 238A	TOYOTA COROLA	-	Private

3. PRICING SCHEDULE

1. Service (Attach Price List for each Lot you Tender)
2. Repairs (Attach Prices for the Parts (Genuine) and Labour Cost Associated with Replacement of the Parts for each Lot you Tender)

No.	Item Description	Unit cost (Labour Charges) (KES)
1	Carry out A Service to our fleet after ever 5,000 Kms	
2	Carry out B Service to our fleet after ever 20,000 Kms	
3	Carry out C Service to our fleet after ever 40,000 Kms	
4	Carry out diagnosis of defects and issue a quotation for repairs for prior authorization	
5	Carry out body work repairs and spray painting as may be authorized	
	Item Description	

Note: The spare parts costs will be based on the price list attached as required in 1 and 2 above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal

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 Tenderers 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: Public Entity

Address.....

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 provide Motor Vehicle Maintenance Service *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures as per the lots)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in 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*(KRA)*.

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 upon 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

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 General Business Name..... Location of Business Premises Plot No,Street/Road..... Postal addressTel No.Fax Email..... Nature of Business Registration Certificate No..... Maximum value of business which you can handle at any one time - Kshs. Name of your bankers Branch																								
Part 2 (a) – Sole Proprietor																								
Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																								
Part 2 (b) – Partnership																								
Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship details	Shares
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Part 2 (c) – Registered Company																								
Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>					Name	Nationality	Citizenship details	Shares
Name	Nationality	Citizenship details	Shares																					
.....																					
.....																					
.....																					
.....																					
Date.....Signature of Candidate.....																								

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment]
(hereinafter called "the Tender") KNOW ALL PEOPLE
by these presents that WE of
..... having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the 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 tender 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)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price).

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 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 hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

7.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], 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 there-under 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 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]

7.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]*
who are established and reputable manufacturers of *[name and/or
description of the goods]* having factories at *[address of
factory]* do hereby authorize *[name and address of Agent]* to submit
a tender, and subsequently negotiate and sign the Contract with you against tender No.
..... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of
Contract for the goods offered for supply by the above firm against this Invitation for
Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and
should be signed by an authorized person.

7.8. 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

7.9

FORM RB 1

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*) of
.....dated 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