

**REPUBLIC OF KENYA**



**TURKANA COUNTY GOVERNMENT**

**STANDARD TENDER DOCUMENT  
FOR**

**TENDER NO.TCG/FWC/2/2019-2021**

**PROVISION OF MAINTENANCE & REPAIR  
SERVICES FOR MOTOR VEHICLES AND  
MOTOR CYCLES (GARAGES) –  
FRAMEWORK CONTRACT FOR TWO (2)  
YEAR.**

**P O BOX 11 -30500  
LODWAR, KENYA.**

**EMAIL: [supplychainoffice@turkana.go.ke](mailto:supplychainoffice@turkana.go.ke)**

**PRE BID DATE: 13<sup>TH</sup> AUGUST, 2019 AT 10.00AM  
CLOSING DATE: 27<sup>TH</sup> AUGUST, 2019 AT 11.00AM**

**REGISTRATION FORM FOR ONLINE BIDDERS TCG/FWC/2/2019-  
2021 FOR PROVISION OF MAINTENANCE &  
REPAIR SERVICES FOR MOTOR VEHICLES AND MOTOR  
CYCLES(GARAGES) – FRAMEWORK CONTRACT FOR TWO (2)  
YEARS**

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from TCG website.

Name of the  
firm:.....

Postal  
Address:.....

Telephone  
Contacts:.....

Company email  
address:.....

Contact  
Person:.....

Once completed please submit this form to the email  
below; **supplychainoffice@turkana.go.ke**

## SECTION I – INVITATION TO TENDER

Date: 13<sup>th</sup> August 2019

**RE: TENDER NO; TCG/FWC/2/2019-2021 PROVISION OF MAINTENANCE & REPAIR SERVICES FOR MOTORVEHICLES AND MOTOR CYCLES (GARAGES) – FRAMEWORK CONTRACT FOR TWO (2) YEARS.**

- 1.1 **Turkana County Government (TCG)** invites sealed bids from eligible candidate for the **Provision of maintenance & repair services for Motor Vehicles AND MOTOR CYCLES (Garages) –Framework contract for two (2) years.**
- 1.2 A complete set of tender documents may be **DOWNLOADED** by interested for free from **TURKANA county GOVERNMENT** website <http://www.turkana.go.ke/index.php/document-category/turkana-tender>
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120days** from the closing date of the tender.
- 1.4 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain management Office, situated at the County Headquarters-**Turkana county Government P.O. Box 11-30500, LODWAR,** during normal working hours.
- 1.5 The tender is strictly being accompanied by tender security for **Ksh. 50,000** as stated in the tender documents and as required by the Authority.
- 1.6 Completed tender documents are to be closed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Supply chain management department office, **Office of the Governor** and be addressed to;

**The County Secretary  
Turkana County Government  
P.O Box 11-30500,  
Lodwar.**

so as to be received on or before **Wednesday 27<sup>th</sup> August, 2019 at 11.00am.**

Tenders will be opened immediately thereafter in the presence of the Candidates  
Or their representatives who choose to attend at **Supply chain management office  
Boardroom.**

Director Supply Chain Management services  
**For County Secretary**



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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 Turkana County Government employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Turkana County Government (TCG) 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 TCG, willing no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs.1, 000/=**.
- 2.2.3 The TCG 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 TCG in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The TCG will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the TCG. 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 TCG shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its tender.

## **2.5**

### **Amendment of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the TCG, 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 TCG, 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 TCG, shall be written in English language. Any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising of Tender**

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

## **2.8 Form of Tender**

- 2.8.1 The Tenderers shall complete the Form of Tender and the Appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The Tenderer shall indicate on the Price schedule the unit Prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall **not** be allowed for contracts not

Exceeding one year (12months)

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the TCG's satisfaction that the Tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the TCG 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 TCG as nonresponsive, pursuant to paragraph 2.20.

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

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 TCG 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 TCG, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the TCG as non-
- 2.13.2 In exceptional circumstances, the TCG 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 TCG 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 TUESDAY, 27<sup>th</sup> August, 2018 at 11.00am.**
- 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 TCG 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 TCG at the address specified under paragraph 2.15.2 no later than **“DO NOT OPEN BEFORE TUESDAY 27<sup>th</sup> August, 2019 at 11.00am.**
- 2.16.2 The TCG 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 TCG 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 TCG 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 TCG 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 TCG 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 TCG 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 TCG will open all tenders in the presence of Tenderers' Representatives who choose to attend, at **DO NOT OPEN BEFORE TUESDAY 27<sup>th</sup> August, 2019 at 11.00am..** 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 TCG at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The TCG 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 TCG 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 TCG in the TCG's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

## 2.20

### **Preliminary Examination and Responsiveness**

- 2.20.1 The TCG will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

Quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The TCG 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 TCG 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 TCG'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 TCG 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, TCG 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 TCG 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 TCG's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
  - (a) operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
  - (a) **Operational Plan**

The TCG 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 TCG'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 TCG 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 subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23 Contacting the TCG**

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the TCG 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 TCG 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 TCG will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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 TCG 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 TCG will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The TCG 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 TCG's sanction. If the TCG determines that none of the Tenderers is responsive; the TCG 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 TCG will notify the successful Tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the TCG pursuant to clause 2.29. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the TCG 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 TCG notifies the successful Tenderer that its tender has been accepted, the TCG will simultaneously inform the other Tenderers that their tenders



have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the TCG.

2.26.3 The parties to the contract shall have it signed within 30days 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 TCG, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the TCG.

2.27.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the TCG may make the award to the next lowest evaluated or call for new tenders.

## **2.28**

### **Corrupt or Fraudulent Practices**

2.28.1 The TCG requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A Tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The TCG will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contraction question;

2.28.3 Further, a Tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to all Registered, who have appropriate and valid accreditations to Provide Maintenance & Repair Services for TCG Motor Vehicles and motor cycles (Garages) Service for a period of two years.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.2	The fees charged for a complete set of tender documents is Kenya Shillings ONE thousand <b>FREE OF CHARGE</b> , or the equivalent in freely convertible currency and free of charge if downloaded from the Turkana County Government website.
2.10.4	Tender Validity Period 120 days from closing date of the tender.
2.11.1	Tender prices may be quoted in Kenya Shillings or the equivalent in freely convertible currency.
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page29.
2.14.1	<p>A tender security registered with the Authority is required and can be in the form of:</p> <ol style="list-style-type: none"> <li>1. Cash</li> <li>2. Bank Guarantee</li> <li>3. Guarantee issued by an Insurance Company or</li> <li>4. Letter of Credit</li> </ol> <p>The amount of tender security required is fifty Thousand Kenya Shillings (<b>KES 50,000.00</b>).</p>
2.16.2	The bidder must provide an appropriate written Power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a combined technical proposal and a financial proposal in one envelope. Bids must be submitted in <b>TWO copies</b> marked <b>“ORIGINAL” and “COPY.”</b>
2.18.1	Time, date, and place for bid opening are:



	<p><b>DO NOT OPEN BEFORE TUESDAY 27<sup>th</sup> August, 2019 at 11.00am</b> Place: <i>Supply Chain Management Services Dept., Office of the Governor, P O Box 11-30500 Lodwar.</i> Country: <i>Kenya.</i></p>
2.20	Opening of Bid documents will be done in public at the time of closing the tender.
2.22	<p>Bid desire expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.
2.25	TCG shall not grant any margin of preference.
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid. Score will be calculated for each responsive bid.</p> <p>The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award.</p>
2.30	The performance security required will be 10% of the Contract Value.

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

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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 TCG 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 TCG under the Contract.
- (d) "The TCG" means Turkana County Government (TCG), 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

### **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 TCG's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TCG in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 The Tenderer shall not, without the TCG'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 TCG and shall be returned (all copies) to the TCG on completion of the Tenderer's performance under the Contract if so required by the TCG.

### **3.5 Patent Rights**

The Tenderer shall indemnify the TCG against all third-party claims of

Infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### **3.6 Performance Security**

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the TCG 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 TCG 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 TCG and shall be in the form of:
  - a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit
- 3.6.4 The performance security will be discharged by the TCG 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 TCG or its representatives shall have the right to inspect and/or test the services to confirm their conformity to the Contract specifications. The TCG 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 TCG.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the TCG 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 TCG.
- 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 TCG'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 TCG's prior written consent.

### **3.11 Termination for Default**

3.11.1 The TCG 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 TCG.
- (b) If the Tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the Tenderer, in the judgment of the TCG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the TCG 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 TCG for any excess costs for such similar services.

### **3.12 Termination for Insolvency**

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

### **3.13 Termination for Convenience**

3.13.1 The TCG 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 TCG 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 TCG may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

3.14.1 The TCG'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.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of Maintenance & Repair Services for TCG Motor Vehicles and motor cycles (Garages) under Framework Contract for a period of two (2) Years.
3.6	The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.
3.8	The Turkana County Government's payment terms are that payment shall be made within thirty (30) days from the date of provision of service.
3.9	Prices charged by the Tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender. All prices quoted by the Tenderer's must be inclusive of all taxes, discounts and delivery costs to TCG, Lodwar, Kenya
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.19	The language of all correspondence and documents related to the bid is: <b>English</b> . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The applicable law is the Kenyan Law.
3.18	The address of the Turkana County Government is:  <div style="text-align: center;"> <p><b>Turkana County Government,</b></p> <p><b>P o Box 11-30500</b></p> <p><b>Lodwar, Kenya.</b></p> <p><b>Email:</b></p> <p><a href="mailto:supplychainoffice@turkana.go.ke">supplychainoffice@turkana.go.ke</a></p> </div>

## SECTION V - SCHEDULE OF REQUIREMENTS

(a) **Procurement Item**

No.	Description	Delivery schedule
1	Provision of Maintenance & Repair Service For TCG Motor Vehicles and motor cycles and motor cycles(Garages) – Framework Contract for two (2) Years.	4 weeks after issuance of LPO

(b) **Instructions on Submission of Bids**

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

<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 V
L	Combined Technical and Financial Proposal

(ii) **Sealing and Marking of Bids:**

The inner envelopes should be clearly marked as follows:

**ORIGINAL TENDER (Combined Technical & Financial) A TCG/FWC/2/2019-2021**  
**COPY OF TENDER (Combined Technical & Financial) B TCG/FWC/2/2019-2021**

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

**TURKANA COUNTY GOVERNMENT**  
**P O BOX 11-30500**  
**LODWAR**

**(c) ) Tender Responsiveness Criteria**

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

	<b>Description of Criteria</b>
<b>1.</b>	<b>Submission of Tender Documents</b> <ul style="list-style-type: none"><li>▪ One envelope–bid</li><li>▪ Power of Attorney<sup>1</sup> ( exempt for sole proprietors)</li><li>▪ Bid security of <b>Kes.50,000/-</b></li></ul>
<b>2.</b>	<b>Company Profile</b> <ul style="list-style-type: none"><li>▪ Attach copy of Registration of Business/Certificate of Incorporation</li><li>▪ Duly filled, Signed and Stamped Confidential Business Questionnaire</li></ul>
<b>3.</b>	<b>Reference from the Bank</b> Letter of Recommendation from the Bank
<b>4.</b>	<b>Social Obligations</b> Submit Valid Tax Compliance Certificate <sup>2</sup>

**(d) Vendor Evaluation Criteria**

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 20% of the total tender evaluation.

<b>Description of Criteria</b>	<b>Maximum Score</b>	<b>Cut off</b>
<b>Managerial and Key Personnel Competency Profiles</b> Organization structure of the implementation team <ul style="list-style-type: none"><li>• CVs inclusive of relevant technical experience of key staff in relation to the procurement item</li></ul>	3	2
<b>Capacity to Deliver the Services</b> The bidder should provide proof of established service network within the country.	4	3

<sup>1</sup> Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.  
<sup>2</sup> A Current Certificate of Compliance should be sought from the TCG in the case of local suppliers or agents. International bidders will be required to swear an affidavit to the effect that they have complied with taxation requirements in their country.

<b>Experience</b> <ul style="list-style-type: none"> <li>• Experience in procurement item as required in this tender document.</li> <li>• Reference clients relevant to this project (at least three years and include a brief of work done or services rendered, value of contracts, and contact person phone number and email addresses).</li> </ul>	3	2
<b>Total Score</b>	<b>10</b>	<b>7</b>

**(e) Tender Evaluation Criteria**

The tender evaluation criteria is weighted as follows;-

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

## **SECTION VI– DESCRIPTION OF SERVICES**

### **Particulars**

This tender covers the Provision of Maintenance & Repair Service For Motor Vehicles and motor cycles(Garages).

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

### **Technical Requirements:**

This tender covers the procurement of Services.

Provision of Maintenance & Repair Service For Motor Vehicles and motor cycles (Garages).

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

## TECHNICAL SPECIFICATIONS FOR GARAGES (70marks)

### 1. REQUIREMENTS

**Table 1A**

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

	<i>i) Floor area to be constructed of concrete  ii) Walls to be either of concrete or heavy metal gauge  c) Stores- Floor and walls to be constructed of concrete or heavy gauge metal</i>	
3.3	Securing of the business premises. <i>Specify.</i>	
3.4	State the facilities incorporated in the business premises. ( <i>Amenities</i> )	

**Table 1B**

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

**Table 1C**

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



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

**Table 1D**

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

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

**IE**  
**DISTRIBUTION OF SERVICE CENTRES WITHIN THE COUNTRY**

NO	REGION	TOWN	BIDDER'S RESPONSE
1	Nairobi		
2	Turkana		
3	Kitale		
4	Eldoret		
5	Nakuru		
6	Mombasa		

**Note:**  
Cut-off score is 50%

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

## SECTION VII - PRICE SCHEDULE FOR PROVISION OF MAINTENANCE & SERVICES FOR MOTOR VEHICLES MOTOR CYCLES (GARAGES)

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**TABLE 2A: SERVICE PRICELIST**

NO.	MODEL	NO. OF MOTOR VEHICLE	SERVICE "A"(MINOR)		SERVICE "B"(MEDIUM)		SERVICE "C"MAJOR)	
			COST	DURATIO N (HOURS)	COST	DURATIO N (HOURS)	COST	DURATIO N (HOURS)
1	S. wagon Land cruiser	1						
	S. wagon Prado	1						
	S. wagon Ambulance	1						
	S. wagon Nissan Y61	1						
	S. wagon Toyota KDJ50	1						
	S. wagon Nissan Patrol	1						
	S. wagon Toyota HZ179R	1						
	Pick up Land cruiser	1						
2	Pick up D/cabin	1						
	Pick up Hilux	1						
	Pickup HZ179R	1						

	Pick up KUN25RP	1						
3	Wheel/tractor/new Holland TD804wd	1						
4	Wheel/tractor/new Holland TT75	1						
5	Lorry/Truck Isuzu FVR	1						
6	Lorry/Truck Ashok Leyland Pump unit	1						
7	Lorry/ Truck Ashok Leyland 2518	1						
8	Lorry/ Truck Ashok Leyland Drilling Rig	1						
9	Lorry/Truck Foton BJ3253	1						
10	Double cab land cruiser	1						
11	Roller/grader/crane/combine harvesterF170B	1						
12	Roller/grader/crane/combine Harvester bomag BW2110	1						
13	Roller/grader/crane/combine Harvester F200	1						
14	Special purpose Land cruiser Ambulance	1						
15	Crawler New Holland D 180	1						
16	Wheel loader CASE 580T	1						
	PROVIDE SERVICE MENU(CHECK LIST)FOR;		MINOR SERVIC E		MEDIUM SERVICE		MAJOR SERVIC E	

*All prices include labor, parts, consumable, lubricants and VAT. NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only*

### 3. PRICING SCHEDULE FOR DIFERENT MODELS OF VEHICLES

Note: The number of units is as indicated in Table 2A for Table 3A to 3D.

**TABLE 3A**

	<b>PARTDESCRIPTION</b>	S. wagon Land cruiser	Pick up Land cruiser	Wheel/tract or/new Holland TD804wd	Wheel/tractor /new Holland TT75	Lorry/Tr uck Isuzu FVR	Lorry/Tr uck Ashok Leyland Pump	Lorry/ Truck Ashok Leyland 2518
1	PROVIDE REPAIRS AS NECESSARY.  ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)							
2	PROVIDE PRICES OF COMPLETE BODY REPAIRS FOR NORMAL TEAR							
3	CARRY OUT INTERIOR BODY REPAIRS:							
3.1	Seats and upholstery repairs							
3.2	Floor and interior body repairs							
3.3	Door covers replacement							
3.4	Interior roof repairs							
4	<b>All prices include labor, parts, sundries and VAT (use genuine parts only)</b>							

**TABLE 3B**

	<b>PART DESCRIPTION</b>	Lorry/ Truck Ashok Leyland Drilling Rig	Lorry/Tr uck Foton BJ3253	Double cab land cruiser	Roller/grader /crane/combi ne harvesterF17 0B	Wheel loader CASE 580T	Crawler New Holland D 180	Special purpose Land cruiser Ambulance
1	PROVIDE REPAIRS AS NECESSARY.  ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)							
2	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)							
3	CARRY OUT INTERIOR BODY REPAIRS:							
3.1	Seats and upholstery repairs							
3.2	Floor and interior body repairs							
3.3	Door covers replacement							
3.4	Interior roof repairs							
4	<b>All prices include labor, parts, sundries and VAT(use genuine parts only)</b>							

**TABLE 3C**

	<b>PART DESCRIPTION</b>	Roller/gra der/crane/ combine Harvester F200	Roller/gra der/crane/ combine Harvester bomag	S. wagon Nissan Patrol	S. wagon Nissan Y61	S. wagon Nissan Ambula nce	S. wagon Toyota Prado
1	PROVIDE REPAIRS AS NECESSARY.  ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)						
2	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)						
3	CARRY OUT INTERIOR BODY REPAIRS:						
3.1	Seats and upholstery repairs						
3.2	Floor and interior body repairs						
3.3	Door covers replacement						
3.4	Interior roof repairs						
4	<b>All prices include labor, parts, sundries and VAT (use genuine parts only)</b>						



**TABLE 3D**

	<b>PART DESCRIPTION</b>	S. wagon Toyota HZ179R	S. wagon Toyota KDJ50	Pick up D/cabin	Pick up Hilux
1	PROVIDE REPAIRS AS NECESSARY.  ATTACH PRICES FOR THE PARTS (GENUINE) AND LABOUR COST ASSOCIATED WITH REPLACEMENT OF THE PART(S)				
2	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)				
3	CARRY OUT INTERIOR BODY REPAIRS:				
3.1	Seats and upholstery repairs				
3.2	Floor and interior body repairs				
3.3	Door covers replacement				
3.4	Interior roof repairs				
4	<b>All prices include labor, parts, sundries and VAT (use genuine parts only)</b>				

#### 4. PRICE SCHEDULE FOR MOTOR VEHICLE CLEANING.

*Note: The number of units is as indicated in Table 2A for Table 4A to 4D.*

**TABLE 4A**

	<b>PART DESCRIPTION</b>	S. wagon Land cruiser	Pick up Land cruiser	Wheel/tractor /new Holland TD804wd	Wheel/tractor/new Holland TT75	Lorry/Truck Isuzu FVR	Lorry/Truc k Ashok Leyland Pump	Lorry/ Truck Ashok Leyland
1	ENGINE WASH							
2	BODY WASH							
3	COMPLETE VEHICLE WASH							
4	<b>All prices include labor, parts, sundries and VAT</b>							

**TABLE 4B**

	<b>PART DESCRIPTION</b>	Lorry/ Truck Ashok Leyland Drilling Rig	Lorry/Truck Foton BJ3253	Double cab land cruiser	Roller/gra der/crane/ combine harvester F170B	Wheel loader CASE 580T	Crawler New Holland D 180	Special purpose Land cruiser Ambulance
1	ENGINE WASH							
2	BODY WASH							
3	COMPLETE VEHICLE WASH							
4	<b>All prices include labor, parts, sundries and VAT</b>							

**TABLE 4C**

	<b>PART DESCRIPTION</b>	Roller/grader/crane/combine Harvester F200	Roller/grader/crane/combine Harvester bomag	S. wagon Nissan Patrol	S. wagon Nissan Y61	S. wagon Nissan Ambulance	S. wagon Toyota Prado
1	ENGINE WASH						
2	BODY WASH						
3	COMPLETE VEHICLE WASH						
4	<b>All prices include labor, parts, sundries and VAT</b>						

**TABLE 4D**

	<b>PART DESCRIPTION</b>	S. wagon Toyota HZ179R	S. wagon Toyota KDJ50	Pick up D/cabin	Pick up Hilux
1	ENGINE WASH				
2	BODY WASH				
3	COMPLETE VEHICLE WASH				
4	<b>All prices include labor, parts, sundries and VAT</b>				

**Note:**

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

**Bidder's Signature**-----

**Official Stamp**-----

**Date**-----

## SECTION VIII- STANDARD FORMS

### Notes on the Sample Forms

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

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: TURKANA COUNTY GOVERNMENT  
P. O. BOX 11 – 30500LODWAR.

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

[in the capacity of]

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3.

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

<b>Part 1 –General</b>	
1.1	Business Name ..... .....
1.2	Location of Business Premises. ..... .....
1.3	Plot No.....Street/Road
	Postal Address ..... Tel No. ....Fax ..... E mail.....
1.4	Nature of Business .....
1.5	Registration Certificate No. ..... .....
1.6	Maximum Value of Business which you can handle at any one time –Kshs.....
1.7	Name of your Bankers .....Branch.....
<b>Part 2 (a) – Sole Proprietor</b>	
2a.1	Your Name in Full.....Age
2a.2	Nationality ..... Country of Origin .....
	<ul style="list-style-type: none"> <li>• Citizenship Details ..... .....</li> </ul>
<b>Part 2 (b)Partnership</b>	
2b.1	Given details of Partners as follows:

2b.2	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.....			
	3.....			
	4.....			

**Part 2 (c) – Registered Company**

2c.1	Private or Public .....
2c.2	State the Nominal and Issued Capital of Company- Nominal Kshs. ..... Issued Kshs. .....

2c.3	Given details of all Directors as follows																								
	<table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
Name	Nationality	Citizenship Details	Shares																						
1.....																									
2.....																									
3.....																									
4.....																									
5.....																									

**Part 3 – Eligibility Status**

3.1	Are you related to an Employee, Committee Member or Board Member of Turkana County Government ?YesNo
3.2	If answer in ‘3.1’ is <b>YES</b> give the relationship. ..... .....

	..... ..... .....
3.3	Does an Employee, Committee Member, and Board Member of Turkana County Government sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes No
3.4	If answer in '3.3' above is <b>YES</b> give details.
	..... ..... ..... ..... ..... ..... .....
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Turkana County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is <b>YES</b> give details.
	..... ..... ..... .....
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No
3.8	If answer in '3.7' above is <b>YES</b> give details: ..... ..... ..... .....
3.9	Have you offered or given anything of value to influence the procurement process? Yes No
3.10	If answer in '18' above is <b>YES</b> give details ..... .....



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

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

## TENDER SECURITY FORM

Whereas .....[name of the Tenderer]

(Herein after called “the Tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of.....

[name and/or description of the services]

(Herein after ..... called ..... “the Tenderer”).....

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

Of.....having registered office at

[name of TCG](Herein after called “the Bank”) are bound unto.....

[name of TCG](Herein after called “the TCG”) in the sum of.....

For which payment well and truly to be made to the said TCG, 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 TCG 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 TCG up to the above amount upon receipt of its first written demand, without the TCG having to substantiate its demand, provided that in its demand the TCG will not that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 payment to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision 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 \_\_\_\_\_.

**8.5 PERFORMANCE SECURITY FORM**

To Turkana County Government

WHEREAS.....  
[name of Tenderer]

(Herein after called “the Tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ [Reference  
number of the contract] dated \_\_\_\_\_ 20\_ to  
supply.....

[Description services](Hereinafter called “the contract”)

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

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

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

*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the  
Contract and without cavil or argument, any sum or sums within the limits of  
..... *[amount of  
guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the  
sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_

*[name of bank or financial institution]*

\_\_\_\_\_

*[address]*

\_\_\_\_\_

*[date]*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To Turkana County Government

Gentlemen and/or Ladies:

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

.....

[name and address of Tenderer][hereinafter called “the Tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....  
..... *[Amount of guarantee in figures and words].*

We, the .....

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

*[Amount of guarantee in figures and words].*

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

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

Yours truly,

Signature                      and                      seal                      of                      the                      Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

## 8.7 LETTER OF NOTIFICATION OF AWARD

TCG P.O Box 11 –  
305000,  
Lodwar.

To: \_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

Director Supply Chain  
management Services P O Box  
11-30500 Lodwar, Kenya  
Email: [supplychainoffice@turkana.go.ke](mailto:supplychainoffice@turkana.go.ke)

FOR: County Secretary