



**TENDER DOCUMENT**

**FOR**

**MAINTAINANCE OF KRA MOTOR VEHICLES AND MOTOR CYCLES  
COUNTRYWIDE FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO. KRA/HQS/NCB-050/2020-2021**

**TIMES TOWER BUILDING  
P.O. BOX 48240 – 00100  
TEL: +254 02 310900  
www.kra.go.ke  
NAIROBI, KENYA.**

REGISTER FOR ON-LINE PRE-BID MEETING HERE  
[\*\*PRE-BID CONFERENCE\*\*](#)

**PREBID DATE: 7<sup>th</sup> APRIL 2021 AT 11:00 AM  
(VIRTUAL ONLINE VIA A LINK)**

**CLOSING DATE: 27<sup>th</sup> APRIL, 2021**

**TIME: 11:00 AM**

**MARCH, 2021**

## CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

S/N	ITEM DESCRIPTION	Mandatory
		Kindly tick once attached
1.	Copy of valid Tax Compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Tender Security- <b>Kshs 50,000.00</b> valid for 365 days from tender closure.	
5.	Letter from the bank indicating that the firm is currently operating an account.	
6.	Dully <b>filled, signed and stamped</b> Confidential Business Questionnaire	
8	Duly filled, signed and stamped Form of tender	

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## SECTION I: -

## INVITATION TO TENDER


**KENYA REVENUE  
AUTHORITY**
**Tender Notice**

1. The Kenya Revenue Authority invites bids from eligible candidates for the following tenders:

NO	DESCRIPTION	ELIGIBILITY	PRE- BID - DATE, TIME, AND VENUE	CLOSING DATE AND TIME
1.	<b>KRA/HQS/NCB-050/2020-2021</b>  <b>MAINTAINANCE OF KRA MOTOR VEECLES AND MOTOR CYCLES COUNTRYWIDE FOR A PERIOD OF THREE (3) YEARS</b>	OPEN	<b>7<sup>TH</sup> APRIL 2021 10.00am</b>  <b>ON-LINE</b>	<b>27<sup>th</sup> April, 2021  11.00 AM</b>

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website [www.kra.go.ke](http://www.kra.go.ke). Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Addenda / clarifications will be posted in Kra Website ([www.kra.go.ke](http://www.kra.go.ke)) and also sent to all prospective tenderers that have registered for the tender in the KRA supplier Portal.
4. An On-line Pre-bid briefing is scheduled for **7<sup>th</sup> April, 2021 at 10:00 am**. Bidders are advised to register for the pre-bid through this link [PRE-BID CONFERENCE..](#)
5. Technical Qualification requirements; Refer to Section V of the bidding document.  
**Note : Bidders to note system bid submission issues shall not be addressed 24 Hours to tender opening.**
6. Completed Bids are to be saved as PDF documents marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **27th April, 2021 at 11.00 a.m**. Note: Submission should strictly be done to KRA E-Procurement Portal.
7. **Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at Times Tower Building.**
8. An original hard copy of the Bid Security (where applicable) of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security (where applicable) must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

**Deputy Commissioner-Supply Chain Management**  
Times Tower Building, 21<sup>st</sup> Floor,  
P.O Box 48240– 00100 GPO,  
Tel. +254 020 310900  
Nairobi, Kenya.  
website: [www.kra.go.ke](http://www.kra.go.ke)  
Email : [eprocurement@kra.go.ke](mailto:eprocurement@kra.go.ke)

## **SECTION II: INSTRUCTION TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation to Tender is open to all eligible bidders. 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 Kenya Revenue Authority (KRA) employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the **PPADA 2015 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 KRA 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 to Tender.
- 2.1.4 Tenderers involved in the 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 KRA, 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 bid document shall be downloaded from the KRA website free of charge.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Invitation to tender
  - (ii) Instructions to Tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of Requirements
  - (vi) Description Of Services/Price Schedule
  - (vii) Standard form
  - (viii) Form of tenders
  - (ix) Contract Form
  - (x) Confidential Business Questionnaire Form
  - (xi) Tender Security Form
  - (xii) Performance Security Form
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Tender Documents**

- 2.4.1 A Candidate making inquiries of the tender documents may notify KRA by post, fax or by email at the KRA's address indicated in the Invitation to Tender. KRA will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the KRA. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 KRA shall reply to any clarifications sought by the tenderer within seven (7) days of receiving the request to enable the tenderer to make timely submission of its tender.
- 2.4.3 No preference shall be allowed during evaluation of tenders

## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, KRA, 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 and addendum.
- 2.5.2 All prospective tenderers who will 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, KRA, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

- 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 KRA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
  - (d) Declaration Form.

## **2.8 Form of Tender**

- 2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price 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 duties, VAT and other taxes payable.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5
- 2.9.4 The validity period of the tender shall be **335 days** from the date of opening of the tender.

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings.

## **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 it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KRA'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 Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall not exceed 2 per cent of the tender price. Bidders are required to submit a duly signed Tender Securing Declaration Form and must be valid for 365 days from the date the tender closes.
- 2.12.3 The tender security is required to protect the KRA 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 a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KRA as non-responsive, pursuant to paragraph 2.20.5.
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.
- 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.
  - (b) In the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29

- (ii) to furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **365 days** after date of tender opening pursuant to paragraph 2.18. A tender validity for a shorter period shall be rejected by KRA as non-responsive.
- 2.13.2 In exceptional circumstances, KRA 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 granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.2 This is combined bid. (**Technical and Financial Combined**) The bids shall be submitted through the KRA supplier portal. The bids should be attached under the notes and attachments section of the RFX.
- 2.14.3 The tender document 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 un-amended printed literature, shall be initialled by the person or persons signing the tender. **All pages of the tender shall be serialized.**
- 2.14.4 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 initialled by the person or persons signing the tender.

## **2.15. Deadline for Submission of Tenders**

- 2.15.1 Tenders must be submitted to KRA through the supplier portal not later than **27<sup>th</sup> April 2021 at 11.00 am**. The system shall not permit submission after the said time.
- 2.15.2 KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.17. Modification and Withdrawal of Tenders.**

- 2.17.1 The tenderer may modify the tender after submission and resubmit to the Notes and attachment Section. Tenderer to note that before resubmission all prior version/document must be deleted. A bidder should only submit one document.
- 2.17.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted.

## **2.18. Opening of Tenders**



- 2.18.1 KRA will open all tenders in the presence of tenderers' representatives who choose to attend, on **27<sup>th</sup> April, 2021 at 11.00 a.m.** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KRA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 KRA will prepare minutes of the tender opening, which will be submitted to 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 KRA 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 of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence KRA in 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 KRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties 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 forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.**
- 2.20.3 KRA may waive any minor informality or non-conformity 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 2.20, KRA 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 KRA'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 KRA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

- 2.21.1 Where other currencies are used, KRA 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 KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.
- 2.22.2 KRA'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 2.22.3.
- (a) Operational plan proposed in the tender;
  - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

#### Operational Plan

- (i) KRA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements.
  - (ii) Deviation in payment schedule
  - (iii) Tenderers shall state their tender price for the payment on 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. KRA may consider the alternative payment schedule offered by the selected tenderer.
- 2.22.4 The tender evaluation committee shall evaluate the tender within 30 calendar days from the date of opening the tender.

### **2.23. Contacting the Procuring entity**

- 2.23.1 Subject to paragraph 2.19 no tenderer shall contact KRA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence KRA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

### **2.24. Post-qualification**

- 2.24.1 KRA will verify and 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 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 2.11.2, as well as such other information as KRA 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **2.25 Award**

2.25.1 Subject to paragraph 2.29 KRA 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.

2.25.2 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.

## **2.26. Procuring Entity's Right to Accept or Reject any or All Tenders**

2.26.1 KRA 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 KRA's action. If KRA determines that none of the tenders is responsive, KRA shall notify each tenderer who submitted a tender.

2.26.2 KRA 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.

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

## **2.27 Notification of Intention for Award**

2.27.1 Prior to the expiration of the period of tender validity, KRA will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KRA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.27 Signing of Contract**

2.28 Signing of the contract will include the required attachments being the technical specifications, general and special conditions, form of tender, price schedule, notification of award, acceptance, delivery schedule and any teaming agreements if any.

2.28.1 At the same time as KRA notifies the successful tenderer that its tender has been accepted, KRA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KRA.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KRA.

2.29.2 Failure by 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 KRA may make the award to the next lowest evaluated tender or call for new tenders.

## **2.30. Corrupt or Fraudulent Practices**

2.30.1 KRA 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.

2.30.2 KRA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.30.3 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 the **Contract for Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years** shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
1.1	There will be a PRE-Bid briefing on <b>7<sup>th</sup> April 2021.(Online)</b> . Register here <a href="#">PRE-BID CONFERENCE</a>
1.3	Bidders may download documents free of charge from the KRA Website <a href="http://www.kra.go.ke">www.kra.go.ke</a> .
2.1	The tender is open to <b>all Eligible bidders</b> .
2.9.2	Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should Therefore include any taxes payable in Kenya.
2.12.2	The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a Bank Guarantee, or a guarantee issued by a reputable insurance company registered with Insurance Regulatory Agency The amount of tender security required is Kenya Shillings Fifty Thousand Only ( <b>Kshs. 50,000.00 valid for 365 days</b> or the equivalent in freely convertible currency. The Original Bid security shall be deposited in the tender box situated at Times Tower, Ground floor. <b>The tender security must be valid for 365 days from 27<sup>th</sup> April 2021.</b>
2.14.2	<b>The bidder shall submit Combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender) clearly labelled with the tender name and tender reference number. The Tender shall open on 27<sup>th</sup> April, 2021 at 11:00 hours, local time,</b> <b>Place: Supply Chain Meeting Room 21<sup>st</sup> Floor, of Times Tower Building.</b> <b>Street: Haile Sellasie Avenue</b> <b>City: Nairobi</b> <b>Country: Kenya.</b>
2.15.1	Deadline for submission is <b>27<sup>th</sup> April, 2021 at 11.00 a.m.</b>
2.25.1	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.

## **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 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 tenderer including any documents, which the tenderer is required to provide to KRA under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the 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 the 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 Contractor shall not, without KRA’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 KRA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KRA’s prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of KRA and shall be returned (all copies) to KRA on completion of the contract’s or performance under the Contract if so required by KRA.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify KRA 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 ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KRA the performance security where applicable in the amount specified in SCC.

3.6.2 The proceeds of the performance security shall be payable to KRA 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 in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.

3.6.4 The performance security will be discharged by the KRA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by KRA in the schedule of requirements and the special conditions of contract.

#### **3.7.2 Indemnity**

The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an "indemnitee"), and defend them from and against any and all claims ( whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or willful misconduct of such indemnitee

### **3.8 Payment**

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

3.8.2 Payment shall be made promptly by KRA, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

### **3.9 Prices**

3.9.1 Price 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one (1 year).

3.9.3 Where contract variation is allowed the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation requests shall be processed by KRA 30 days of receiving the request.

### **3.10 Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KRA's prior written consent.

### **3.11. Termination for Default**

3.11.1 KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KRA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract.
- (c) If the Contractor in the judgment of KRA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event 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 un-delivered, and the Contractor shall be liable to KRA for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

3.12.1 KRA may at any time terminate the contract by giving written notice of 30 days 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

### **3.13. Termination for any other reason**

3.13.1 KRA 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 KRA's 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 KRA 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 Any dispute, controversy or claim between the parties arising out of this contract or the breach, termination or invalidity thereof, unless settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be settled by arbitration.

3.14.2 Such arbitration shall be conducted in Nairobi in accordance with the provisions of the Nairobi Centre for International Arbitration Act, No 26 of 2013 and the Nairobi centre for International Arbitration (Arbitration) Rules,2015 as they may be amended from time to time.

3.14.3 To the extent permissible by law, the determination of the Arbitrator shall be final conclusive and binding upon the parties hereto.



3.14.4 The Arbitrator shall have no authority to award punitive damages or interest.

**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. Applicable Law**

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya .

**3.17 Force Majeure**

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

**3.18 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 Email 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 lat

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.6	<p><b>Performance Security</b></p> <p>The performance bond of 10% must be issued in the form of a bank guarantee.</p>
3.7	<p><b>Delivery</b></p> <p>Conditions of delivery for the procurement of a Contract for Maintenance of KRA Motor vehicles and Motor cycles countrywide for a period of three (3) years will be in the local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local service order (LSO). Requirements may be adjusted by giving a short notice.</p>
3.8	<p><b>Payment Terms</b></p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.9	<p><b>Prices</b></p> <p>Prices charged by the tenderer for 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.</p>
3.14	<p><b>Resolutions of Disputes</b></p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. <i>The place of arbitration shall be Nairobi.</i> The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. 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.</p>

3.15

**Language**

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.

3.16

**Law**

The contract shall be interpreted in accordance with the laws of Kenya.

3.18

**Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

This tender covers the **Contract for Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years**

#### MINIMUM TECHNICAL REQUIREMENTS

##### 5.1.0 EVALUATION CRITERIA

###### A). Tender Responsiveness

Your tenders shall be examined for the following which you must provide in addition to other requirements specified in the tender documents.

S/N	ITEM DESCRIPTION	Mandatory
1.	Copy of valid Tax compliance Certificate	
2.	Certificate of Registration or Incorporation	
3.	Power of Attorney (Sole Proprietors Exempted)	
4.	Duly filled, signed and stamped Confidential Business Questionnaire	
5.	Letter from the bank indicating that the firm is currently operating an account (valid for the last 6 months)	
6.	Tender security ( <b>Kshs 50,000.00</b> ) valid <b>for 365 days</b> from the date of tender closure.	
7.	Dully filled, signed and stamped Form of tender	

This shall include the following:

S/N	ITEM DESCRIPTION	REQUIREMENT
1.	The Management of the firm should have a Diploma or Certificate in Automotive /mechanical engineering or any related field from a recognized organization. Give evidence by Attaching copies of Curriculum Vitae and Academic/ Professional Certificates for the management.i.e. Managers, Supervisors etc.	Mandatory
2.	The Firm should have at <b>least 2 years' experience</b> in provision of repairs and maintenance of Motor Vehicle Services. In addition, they should have evidence of having provided such services to two or more organizations. Attach reference letters/copy of contracts/LSO)	Mandatory

#### OVERALL TENDER EVALUATION CRITERIA

Criteria	Maximum Score/ Requirement	Cut-off Score
Tender Responsiveness	Mandatory	Met
Vendor Evaluation	50	25
Technical Specifications	Meet minimum requirements	Met
Financial Evaluation	Award shall be to the bid with the lowest evaluated bidder price	

## TECHNICAL SPECIFICATION

### Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** fill both the minimum technical specifications document.
3. Bidders **MUST** provide substantive responses **FOR ALL FEATURES** irrespective of any attached technical documents. Use of **YES, NO, TICK, BLANK/ EMPTY SPACES, COMPLIANT ETC** will be considered non-responsive.
4. Bidders **MUST** append official company stamp and authorized signature on all attached technical data sheets.

### **PART I – GENERAL**

**Table 1A**

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
<b>1.</b>	<b>Equipment</b>	
	State the Equipment available in your premises.	

	<u>REQUIREMENT</u>	<u>BIDDER'S RESPONSE</u>
<b>2.</b>	<b>Tools</b>	
	State the Workshop Tool-Kits available in your premises.	
<b>3.</b>	<b>Workshop Procedures</b>	
3.1	State the Workshop procedures in place (Handing/taking over forms, job cards, delivery notes and invoicing etc)	
<b>4.</b>	<b>House Keeping</b>	
4.1	State the method of disposal of used parts, oils, filters, cleansing rags, masking papers used paint tins etc.	
4.2	State the Garage's water supply and Sanitation Practice	

### **VENDOR EVALUATION CRITERIA**

	<u>REQUIREMENT</u>	<b>MAX SCORE</b>	<b>CUT OFF SCORE</b>	<b>BIDDERS RESPONSE</b>
<b>1.</b>	<b>Personnel</b>			
1.1	Number and Positions of the following (2) two key workshop managerial Staff. 1. Top management 2. Account management <b>Attach C.Vs and certificates</b> a) Academic Qualifications <b>Diploma and above (3marks each staff)....6 marks</b> Scoring criteria –Attach certificate 3marks	<b>14</b>		

	<p><b>Certificate/Craft (2 marks each staff).....4marks</b> Scoring criteria-Attach certificate 2marks</p> <p>b)Experience(<b>evidence-attach cv for above managerial staffs</b>) 3 years and above.....4marks each staff 1-2 years.....2 marks each staff Below 1year..... 0marks each staff</p>			
1.2	<p><b>Two (2) Technical staff/Mechanics.</b></p> <p><b>Attach C.Vs and certificates</b> indicating the experience of the Technical staff/Mechanics.</p> <p>a) Academic Qualifications</p> <p><b>Diploma and above.....3 marks each staff</b> Scoring criteria –Attach certificate</p> <p><b>Certificate/craft.....2 marks each staff</b> Scoring Criteria attach certificate</p> <p>b)Experience(<b>evidence-attach cv for mechanics</b>) 3 years and above.....1 mark 1-2 years..... 0.5 mark Below 1year..... 0 mark</p>	8		
1.3	<p>No. of Skilled Workers (indicate) <b>(mechanics, panel beaters, welders, apprentice)</b> (more than 6)..... 8 marks (3-5workers).....5 marks (1-3 workers).....3 marks Below 1..... 0 mark</p>	8		
<b>2.</b>	<b>Insurance</b>			
2.1	State Details of Insurance held for premises (i.e. Type of Cover, Insurer and Date of Expiry) <b>attach evidence</b>	5		
<b>3.</b>	<b>Experience</b>			
3.1	State the number of years of the Garage has been in active operation. Over 5 years..... 5 marks 3-5years.....3 marks Less than 3years.....1 mark	5		
3.2	<p><b>Reputation</b> The Firm should have at <b>least 2 years’ experience</b> in provision of repairs and maintenance of Motor Vehicle Services. In addition, they should have evidence of having provided such services to <b>three or more</b> organizations. Attach reference letters/copy of contracts/LSO)</p> <p>List details of three (3) <b>current</b> clients (comparable to indented works), summary of services rendered, value of contracts and contact person, address and telephone</p>	6		

	numbers. Evidence Contract/LSO/Reference letter- 2 Marks per client			
<b>3.3</b>	<b>Security</b> Securing of the business premises. <b>Specify</b> <i>Permanent/electric fence.....1mark</i> <i>Cctv cameras.....1mark</i> <i>Alarm system.....1 mark</i> <i>Watchman.....1 mark</i>	<b>4</b>		
		<b>50</b>	<b>25</b>	

**DISTRIBUTION OF SERVICE CENTRES WITHIN THE COUNTRY**

**Table 1E**

NO	KRA REGIONS	TOWN	BIDDER'S RESPONSE (INDICATE TOWNS )
1.	Southern-Mombasa	Malindi, Mombasa, Voi/Taveta	
2.	Western-Kisumu	Kisumu, Bungoma, Kisii/Migori	
3.	North Rift valley-Eldoret	Lodwar, Eldoret, Kitale	
4.	South Rift valley-Nakuru	Kericho, Nakuru, Nyahururu	
5.	Central Region-Nyeri	Nyeri, Thika	
6.	Northern-Embu	Embu, Garissa, Marsabit/Moyale, Meru, Wajir, mandera	

**Note**

1. Due diligence shall be conducted to bidders before award.
2. Award shall be given as per listed towns above.
3. A Partnership agreement is allowed for towns with no distribution of service centres.

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

## SECTION VI: DESCRIPTION OF SERVICES /PRICE SCHEDULE

### PART II - PRICE SCHEDULE FOR PROVISION OF SCHEDULED MAINTENANCE & REPAIRS.

#### 1. MOTOR VEHICLE MAINTENANCE SERVICE CHECKLIST

No.	Service Type	Distance Covered (Kms)	Engine Compartment
1	Minor	5,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tightness and condition of drive belts
			Replace fuel Filter and Filter Element
			Inspect coolant level – Top up if necessary
			Inspect windscreen wash fluid – top up if necessary
			Inspect brake fluid level –top up if necessary
			Inspect clutch fluid level –top up if necessary
			Inspect power steering fluid level –top up if necessary
			Inspect clean air cleaner elements & pollen filter
			Inspect tightness of nuts and bolts on engine
			<b>Inspect vehicle and issue defect report</b>
2	Medium	20,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tension and condition of drive belts
			Replace spark plugs where applicable
			Replace air cleaner element
			Replace fuel Filter and Filter Element
			Inspect windscreen wash fluid – top up if necessary
			Inspect clutch fluid level –top up if necessary
			Inspect brake fluid level –top up if necessary
			Inspect power steering fluid level –top up if necessary
			Inspect cooling and heater system ,hoses and clamps
			Pressure test of cooling system and radiator cap
Inspect ignition timing, idle speed and C/O (where applicable)			
<b>Inspect vehicle and issue defect report</b>			
3	Major	40,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tension and condition of drive belts
			Replace spark plugs contact points
			Clean distributor cap and rotor arm (petrol cars)
			Replace fuel Filter and Filter Element
			Inspect windscreen wash fluid – top up if necessary
			Inspect clutch fluid level –top up if necessary, (replace every 80,000km)
			Replace brake fluid
			Inspect power steering fluid level –top up if necessary (replace every 80,000km)
			Replace air cleaner element & pollen filter if necessary
			Inspect cooling and heater system, hoses and clamps
Pressure test of cooling system and radiator cap			
Replace engine coolant			
Inspect ignition timing idle speed and C/O where applicable			
<b>Inspect vehicle and issue defect report</b>			



## 2. SERVICE PRICE LIST (All Motor Vehicle/Cycle Brands & Models)

TABLE 2: ALL MODELS

NO	MODEL	APPROXIMATE NO. OF MOTOR VEHICLE	SERVICE "A" (MINOR)		SERVICE "B" (MEDIUM)		SERVICE "C" MAJOR	
			COST PER VEHICLE	DURATION (HOURS)	COST PER VEHICLE	DURATION (HOURS)	COST PER VEHICLE	DURATION (HOURS)
<b>TOYOTA MODELS</b>								
1	TOYOTA PRADO (1KZ)	5						
2	TOYOTA PRADO (1KD)	2						
3	TOYOTA PRADO (3RZ) PETROL	1						
4	TOYOTA PRADO (5L) DIESEL	1						
5	TOYOTA COROLLA (2ZR: ZRE- 152R, ZRE-182R)	9						
6	TOYOTA COROLLA (1ZZ)	29						
7	TOYOTA LAND CRUISER (HZJ 79)	49						
8	TOYOTA HIACE (2L LH 114) DIESEL	7						
9	TOYOTA HIACE (2KD) DIESEL	16						
10	TOYOTA HIACE (RZH 114) PETROL	10						
11	TOYOTA D/CAB (5L-LAN 25 )	17						
12	TOYOTA D/CAB (2KD: KUN25R, KUN125R)	35						
13	TOYOTA D/CAB 2GD GUN 125R	55						
14	TOYOTA D/CAB (LAN 166: 3L)	15						
<b>All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only</b>								
<b>NISSAN MODELS</b>								
15	NISSAN URVAN E26 (YD25 )	29						
16	NISSAN URVAN (TD27)	8						
17	NISSAN D/CABNP300 (YD25)	15						

18	NISSAN D/CAB ( ZD30 PATROL)	2						
<b>All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only</b>								
<b>ISUZU MODELS</b>								
19	ISUZU LORRY( FRR)	1						
20	ISUZU LORRY (FSR)	1						
21	ISUZU BUS (MV 123)	2						
22	ISUZU BUS (NPR)	1						
23	ISUZU BUS NQR	2						
<b>All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only</b>								
<b>YAMAHA MODELS</b>								
24	YAMAHA MOTOR CYCLES ( DT 175)	48						
	PROVIDE SERVICE MENU(CHECK LIST) FOR;	MINOR SERVICE		MEDIUM SERVICE		MAJOR SERVICE		
<b>All prices include labor, parts, consumable, lubricants and VAT(Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only</b>								

### 3. PRICING SCHEDULE FOR REPAIRS OF DIFFERENT VEHICLES MODELS

Note: The number of units (Vehicles) is as indicated in Table 2 are applicable for Table 3A1 to 3c.

**TABLE 3A1: TOYOTA MODEL**

	PART DESCRIPTION	TOYOTA PRADO (1KZ)	TOYOTA COROLLA (2ZR: ZRE- 152R, ZRE-182R)	TOYOTA COROLLA (1ZZ)	TOYOTA LAND CRUISER (HZJ 79)
<b>All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)</b>					
1	COMPLETE BODY RESPRAY PAINTING,DENT REMOVAL,CHASSIS REPAIR,REBRANDING AND DEBRANDING				
2	CARRY OUT INTERIOR BODY REPAIRS				
2.1	Seats and upholstery repairs <b>(quote per one seat)</b>				
2.2	Floor body repairs <b>:Front cabin floor repairs</b>				
	<b>:Rear floor repairs</b>				
2.3	Interior side body repairs <b>(quote per one side)</b>				
	Door covers replacement <b>(quote per one door)</b>				
2.4	Interior roof repairs <b>: Front cabin roof repairs</b>				
	<b>: Rear roof repairs</b>				

3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)				
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)				
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)				
6	Cylinder head Replacement (Complete with accessories)				
7	Gearbox Assembly Replacement				
8	Replace Timing belt/Chain /gears complete with accessories				
9	Fitting and replacement of glasses and wind screen: <b>window glass(per one window)</b>				
	<b>:Rear wind/window shield glass</b>				
	<b>:Front wind screen</b>				

<b>All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)</b>					
10	Brake pads front (set)				
11	Brake shoes and Linings				
12	Steering dumper				
13	Shock mounting(set)				
14	Alternator belt 1pc				
15	Stabilizer bushes(set)				
16.	Headlamp assembly(set)				
17	Rear tail lamp assembly(set)				
18	Headlight bulbs 1pc				
19	Spring bushes Rear (set)				
20	Indicator bulbs 1pc				
21	Reverse light bulbs 1pc				
22	Tie rod ends (set)				
23	Gearbox mounting 1pc				
24	Wiper blade (set)				
25	Brake discs 1pc				
26	Brake pads rear( set)				
27	Clutch plate 1pc				
28	Pressure plate 1pc				
29	Release bearing 1pc				
30	Shock absorbers front(set)				
31	Shock absorbers rear(set)				
32	Ball joints (upper)				
33	Ball joints (lower)				

34	Timing chain				
35	Tensioner 1pc				
36	Lower control arm assembly				
37	Front wheel bearings(set)				
38	Rear wheel bearings(set)				
39	Alloy wheel rims 1pc				
40	Clutch master cylinder 1pc				
42	Brake master cylinder 1pc				
43	Brake booster 1pc				
44	Clutch slave cylinder 1pc				
45	Cap, tank reserve 1pc				
46	Crankshaft oil seal 1pc				
47	Gearbox seal 1pc				
48	Exhaust mounting 1pc				
49	Exhaust pipe assembly 1pc				
50	Fuse box 1pc				
51	Alternator assembly 1pc				
52	Starter motor assembly 1pc				
53	Steering rack assembly (1pc)				
54	Suspension coil springs (set)				
55	Radiator assembly 1pc				
56	Radiator cap 1pc				
57	Radiator hose upper 1pc				
58	Differential assembly 1pc				
56	Suspension/control arms (set)				
57	u-joints rear 1pc				
58	Wheel alignment and balancing				
59	Drive shafts(set)				
60.	Heater plugs(set)				
61	Spark plugs(set)				
62	Fog lights (set)				
63	Temperature gauge 1pc				
64	Speedometer clock assembly 1pc				
65	Pedal sensor 1pc				
66	Throttle sensor assembly 1pc				
67	Turbo charger assembly 1pc				
68	Ignition switch 1pc				
69	Door handles(set)				
70	Front bumper assembly 1pc				
71	Rear bumper assembly 1pc				
72	Air conditioner gas Refilling				
73	Brake drum 1pc				
74	Brake disc/drum skimming				

75	Water pump assembly 1pc				
76	Wheel stud and nut 1pc				
77	Oil pump assembly 1pc				
78	Stabilizer link assembly				
79	Steering shaft assembly				
80	Battery 1pc				
81	Thermostat 1pc				
82	Fender(wing, mudguard)				
83	Central locking 1pc				
84	Side mirror 1pc				
85	Cooling fan motor				
86	Cv joint ( set)				
87	Inner and outer drive shaft boots (set)				
88	Chevrons (set)				
89	Speedometer cable 1pc				
90	Electrical wiring				
91	Power steering pump assembly 1pc				
92	Alternator belt 1pc				
93	Wheel hub bearing assembly 1pc				
94	Brake callipers 1pc				
95	Coolant reservoir 1pc				
96	Air cooling fan 1pc				
97	Ignition coils (1pc)				
98	Coolant reservoir				
99	Leaf spring assembly( 1pc)				
100	Flywheel 1pc				
101	Starter solenoid 1pc				
102	Universal joint/cross bearing 1pc				
103	Fuel pump assembly 1pc				
104	Electric Horn 1pc				
105	Injector nozzles(set)				
106	Digital speed governor assembly 1pc				
107	Battery terminals (set)				
108	Door hinges assembly				
109	Radiator hoses lower (set)				
110	Round reflectors 1 Set				
111	Door lock assembly 1pc				
112	Temperature clock assembly 1pc				
113	Front crankshaft pulley 1pc				
114	Engine mounting 1pc				
115	Boot lock				
	ALL	Indicate discount % on spare parts extended not listed based on the market rate at the time			%

	ALL	Indicate discount % on Labor extended based on the market rate at the time.	%
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**TABLE 3AII: TOYOTA MODEL**

	PART DESCRIPTION	TOYOTA HIACE (2L LH 114) DIESEL	TOYOTA HIACE (2KD) DIESEL	TOYOTA HIACE (RZH 114) PETROL	TOYOTA D/CAB (5L-LAN 25 )	TOYOTA D/CAB (2KD: KUN25R, KUN125R)	TOYOTA D/CAB 2GD GUN 125R	TOYOTA D/CAB (LAN 166: 3L)	YAMAHA MOTOR CYCLE(DT175)
<b>All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)</b>									
1	COMPLETE BODY RESPRAY PAINTING,DENT REMOVAL,REBRANDING AND DEBRANDING								
2	CARRY OUT INTERIOR BODY REPAIRS:								
2.1	Seats and upholstery repairs <b>(quote per one seat)</b>								
2.2	Floor body repairs :Front cabin floor repairs								
	:Rear floor repairs								
	Interior side body repairs								
2.3	Door covers replacement <b>(quote per one door)</b>								
2.4	Interior body roof repairs : Front cabin roof repairs								
	: Rear roof repairs								
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)								
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)								
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)								
6	Cylinder head Replacement (Complete with accessories)								
7	Gearbox Assembly Replacement								
8	Replace Timing belt/Chain complete with accessories								
9	Fitting and replacement of glasses and Wind screen								
	:window glass(per one window								
	:Rear wind/window shield glass								
	:Front Windscreen 1pc								
<b>REPAIR ITEMS;</b>									
<b>All prices include labor, parts, consumable, lubricants and VAT(Ksh.).(use genuine parts only)</b>									
10	Brake pads front (set)								
11	Brake shoe and lining (set)								
12	Steering dumper 1pc								
13	Shock mounting(set)								
14	alternator belt 1pc								
15	Stabilizer bushes ( set)								
16.	Headlamp assembly(1pc)								
17	Rear tail lamp assembly(1pc)								
18	Headlight bulbs 1pc								

19	Spring bushes Rear (set)								
20	Indicator bulbs 1pc								
21	Reverse light bulbs 1pc								
22	Tie rod ends (set)								
23	Gearbox mounting 1pc								
24	Wiper blade (set)								
25	Brake discs 1pc								
26	Brake pads rear( set)								
27	Clutch plate 1pc								
28	Pressure plate 1pc								
29	Release bearing 1pc								
30	Shock absorbers front (set)								
31	Shock absorbers rear (set)								
32	Ball joints (upper) set								
33	Ball joints (lower) set								
34	Timing chain								
35	Tensioner 1pc								
36	Lower control arm 1pc								
37	Front wheel bearings (set)								
38	Rear wheel hub bearings (set)								
39	Alloy wheel rims 1pc								
40	Clutch master cylinder 1pc								
42	Brake master cylinder 1pc								
43	Brake booster 1pc								
44	Clutch slave cylinder 1pc								
45	Cap, tank reserve								
46	Crankshaft oil seal 1pc								
47	Gearbox seal 1pc								
48	Exhaust mounting 1pc								
49	Exhaust pipe assembly 1pc								
50	Fuse box 1pc								
51	Alternator assembly1pc								
52	Starter motor assembly 1pc								
53	Steering rack assembly (set)								
54	Suspension coil springs (1pc)								
55	Radiator assembly 1pc								
56	Radiator cap 1pc								
57	Radiator hose pipe (set)								
58	Differential assembly 1pc								
56	Suspension arms (set)								
57	u-bolt 1pc								
58	Wheel alignment and balancing								
59	Drive shafts (set)								
60.	Heater plugs (set)								
61	Spark plugs (set)								
62	Fog lights (1pc)								
63	Temperature gauge								
64	Speedometer clock assembly 1pc								
65	Pedal sensor 1pc								
66	Throttle sensor 1pc								
67	Turbo charger assembly 1pc								
68	Ignition switch 1pc								
69	Door handles (set)								
70	Front bumper assembly								

71	Rear bumper assembly								
72	Air conditioner gas Refilling								
73	Brake drum 1pc								
74	Brake disc skimming								
75	Water pump assembly 1pc								
76	Wheel stud and nut 1pc								
77	Oil pump assembly 1pc								
78	Stabilizer links								
79	Steering shaft assembly								
80	Battery								
81	Thermostat 1pc								
82	Fender(wing, mudguard) 1pc								
83	Central locking 1pc								
84	Side mirror 1pc								
85	Cooling fan motor								
86	Cv joint ( set)								
87	Inner and outer drive shaft boots (set)								
88	Chevrons (set)								
89	Speedometer cable 1pc								
90	Electrical wiring								
91	Power steering pump assembly								
92	Alternator belt 1pc								
93	Wheel hub bearing assembly 1pc								
94	Brake calipers 1pc								
95	Coolant reservoir 1pc								
96	Air cooling fan 1pc								
97	Ignition coils (1pc)								
98	Coolant reservoir								
99	Leaf spring( set)								
100	Flywheel 1pc								
101	Starter solenoid 1pc								
102	Universal joint/cross bearing 1pc								
103	Fuel pump assembly 1pc								
104	Electric horn 1pc								
105	Injector nozzles(set)								
106	Digital speed governor 1pc								
107	Battery terminals (set)								
108	power steering belt 1pc								
109	Door hinges assembly								
110	Radiator hoses lower (set)								
110	Round reflectors 1 Set								
111	Door lock assembly 1pc								
112	Round reflectors 1 Set								
113	Temperature clock assembly 1pc								
114	Front crankshaft pulley 1pc								
115	Engine mounting 1pc								
116	Boot lock								
	ALL	Indicate discount % on spare parts extended not listed based on the market rate at the time							%
	ALL	Indicate discount % on Labor extended based on the market rate at the time.							%



**TABLE 3B: NISSAN MODEL**

	<b>PART DESCRIPTION</b>	NISSAN URVAN E26 (YD25)	NISSAN URVAN (TD27)	NISSAN D/CABNP300 (YD25 )	NISSAN D/CAB PATROL ZD30
<b>All prices include labour, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)</b>					
1	COMPLETE BODY RESPRAY PAINTING,DENT REMOVAL,REBRANDING AND DEBRANDING				
2	CARRY OUT INTERIOR BODY REPAIRS:				
2.1	Seats and upholstery repairs <b>(quote per one seat)</b>				
2.2	Floor body repairs <b>:Front cabin floor repairs</b>				
	<b>:Rear floor repairs</b>				
	Interior side body repairs				
2.3	Door covers replacement <b>(quote per one door)</b>				
2.4	Interior body roof repairs: <b>Front cabin roof repairs</b>				
	<b>: Rear roof repairs</b>				
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)				
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)				
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)				
6	Cylinder head Replacement (Complete with accessories)				
7	Gearbox Assembly Replacement				
8	Replace Timing belt/Chain /timing gears				
9	Fitting and replacement of glasses and Wind screen				
	<b>:window glass(per one window</b>				
	<b>:Rear wind/window shield glass</b>				
	<b>:Front Windscreen</b>				
<b>REPAIR ITEMS;</b>					
<b>REPAIR ITEMS; All prices include labor, parts, consumable, lubricants and VAT(Ksh.) (use genuine parts only)</b>					
10	Brake pads front (set)				
11	Brake shoes and linings				
12	Steering dumper				
13	Shock mounting(set)				

14	alternator belt 1pc				
15	Stabilizer bushes (set)				
16.	Headlamp assembly(1pc)				
17	Rear tail lamp assembly(1pc)				
18	Headlight bulbs 1pc				
19	Spring bushes Rear (set)				
20	Indicator bulbs 1pc				
21	Reverse light bulbs 1pc				
22	Tie rod ends (set)				
23	Gearbox mounting 1pc				
24	Wiper blade (set)				
25	Brake discs (set)				
26	Brake pads rear( set)				
27	Clutch plate 1pc				
28	Pressure plate 1pc				
29	Release bearing 1pc				
30	Shock absorbers front (set)				
31	Shock absorbers rear (set)				
32	Ball joints (upper)				
33	Ball joints (lower)				
34	Timing chain				
35	Tensioner 1pc				
36	Lower control arm 1pc				
37	Front wheel bearings(set)				
38	Rear wheel hub bearings(set)				
39	Alloy wheel rims 1pc				
40	Clutch master cylinder 1pc				
42	Brake master cylinder 1pc				
43	Brake booster 1pc				
44	Clutch slave cylinder 1pc				
45	Cap, tank reserve				
46	Crankshaft oil seal				

47	Gearbox seal				
48	Exhaust mounting 1pc				
49	Exhaust pipe 1pc				
50	Fuse box 1pc				
51	Alternator assembly 1pc				
52	Starter motor assembly 1pc				
53	Steering rack assembly				
54	Suspension coil springs (set)				
55	Radiator assembly 1pc				
56	Radiator cap 1pc				
57	Radiator hoses upper (set)				
58	Differential assembly 1pc				
56	Suspension arms (set)				
57	u-bolts 1pc				
58	Wheel alignment and balancing				
59	Drive shafts (set)				
60.	Heater plugs(set)				
61	Spark plugs (set)				
62	Fog lights (set)				
63	Temperature gauge				
64	Speedometer clock assembly 1pc				
65	Pedal sensor 1pc				
66	Throttle sensor 1pc				
67	Turbo charger assembly 1pc				
68	Ignition switch 1pc				
69	Door handles(set)				
70	Front bumper assembly				
71	Rear bumper assembly				
72	Air conditioner gas Refilling				
73	Brake drum				
74	Brake disc skimming				
75	Water pump assembly 1pc				

76	Wheel studs and nut 1pc				
77	Oil pump assembly 1pc				
78	Stabilizer links set				
79	Steering shaft assembly 1pc				
80	Battery 1pc				
81	Thermostat 1pc				
82	Fender(wing, mudguard) 1pc				
83	Central locking assembly				
84	Side mirror 1pc				
85	Cooling air fan motor 1pc				
86	C v joint ( set)				
87	Inner and outer drive shaft boots (set)				
88	Chevrons (set)				
89	Speedometer cable				
90	Electrical wiring				
91	Power steering pump 1pc				
92	Alternator belt				
93	Wheel hub				
94	Brake calipers				
95	Coolant reservoir 1pc				
96	Air cooling fan 1pc				
97	Ignition coils (1pc)				
98	Coolant reservoir 1pc				
99	Leaf spring assembly				
100	Flywheel 1pc				
101	Starter solenoid 1pc				
102	Universal joint/cross bearing 1pc				
103	Fuel pump assembly 1pc				
104	Electric horn 1pc				
105	Injector nozzles (set)				
106	Digital speed governor assembly 1pc				
107	Battery terminals (set)				

108	Door hinges assembly				
109	Shoe return springs 1pc				
110	power steering belt 1pc				
111	Radiator hoses lower (set)				
112	Round reflectors 1 Set				
113	Door lock assembly 1pc				
114	Temperature clock assembly 1pc				
115	Front crankshaft pulley 1pc				
116	Engine mounting 1pc				
117	Boot lock				
	ALL	Indicate discount % on spare parts extended not listed based on the market rate at the time			%
	ALL	Indicate discount % on Labor extended based on the market rate at the time.			%

**TABLE 3C: ISUZU MODEL**

	PART DESCRIPTION	ISUZU LORRY(FRR)	ISUZU LORRY (FSR)	ISUZU BUS (MV 123)	ISUZU BUS (NPR)	ISUZU BUS (NQR)
<b>All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)</b>						
1	COMPLETE BODY RESPRAY PAINTING,DENT REMOVAL,REBRANDING AND DEBRANDING					
2	CARRY OUT INTERIOR BODY REPAIRS:					
2.1	Seats and upholstery repairs ( <b>quote per one seat</b> )					
2.2	Floor body repairs : <b>Front cabin floor repairs</b>					
	: <b>Rear floor repairs</b>					
	Interior side body repairs					
2.3	Door covers replacement ( <b>quote per one door</b> )					
2.4	Interior roof repairs : <b>Front cabin roof repairs</b>					
	: <b>Rear roof repairs</b>					
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)					
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)					
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)					
6	Cylinder head Replacement (Complete with accessories)					

7	Gearbox Assembly Replacement					
8	Replace Timing belt/Chain /timing gears					
9	Fitting and replacement of glasses and Wind screen: <b>:window glass(per one window</b>					
	<b>:Rear wind/window shield glass</b>					
	<b>:Front Windscreen</b>					
<b>REPAIR ITEMS; All prices include labor, parts, consumable, lubricants and VAT(Ksh.) (use genuine parts only)</b>						
10	Brake pads front (set)					
11	Brake shoes & linings (set)					
12	Steering dumper					
13	Shock mounting(set)					
14	Fan and alternator belt					
15	Stabilizer bushes					
16.	Headlamp assembly(1pc)					
17	Rear tail lamp assembly(1pc)					
18	Headlight bulbs (1pc)					
19	Spring bushes Rear (set)					
20	Indicator bulbs (1pc)					
21	Reverse light bulbs (1pc)					
22	Tie rod ends (set)					
23	Gearbox mounting (1pc)					
24	Wiper blade (set)					
25	Brake discs (set)					
26	Brake pads rear( set)					
27	Clutch plate (1pc)					
28	Pressure plate (1pc)					
29	Release bearing (1pc)					
30	Shock absorbers front(set)					
31	Shock absorbers rear(set)					
32	Ball joints (upper) set					
33	Ball joints (lower) set					
34	Steering box (1pc)					
35	Tensioner ( 1pc)					
36	Lower control arm (1pc)					
37	Front wheel bearings(set)					
38	Rear wheel hub bearings(set)					
39	Alloy wheel rims ( 1pc)					
40	Clutch master cylinder (1pc)					
42	Brake master cylinder (1pc)					
43	Brake booster (1pc)					
44	Clutch slave cylinder (1pc)					
45	Cap, tank reserve					
46	Crankshaft oil seal					
47	Gearbox seal					
48	Exhaust mounting(1pc)					
49	Exhaust pipe (1pc)					
50	Fuse box					
51	Alternator assembly (1pc)					
52	Starter motor assembly(1pc)					
53	Steering rack assembly(1pc)					
54	Suspension coil springs (set)					
55	Radiator assembly (1pc)					
56	Radiator cap (1pc)					

57	Radiator hoses upper (1pc)					
58	Differential assembly (1pc)					
56	Suspension arms upper (set)					
57	u-bolt (1pc)					
58	Wheel alignment and balancing					
59	Drive shafts (set)					
60.	Heater plugs (set)					
61	Spark plugs (set)					
62	Fog lights (1pc)					
63	Temperature gauge(1pc)					
64	Speedometer clock					
65	Pedal sensor (1pc)					
66	Throttle sensor (1pc)					
67	Turbo charger assembly(1PC)					
68	Ignition switch(1pc)					
69	Door handles (set)					
70	Front bumper assembly (1pc)					
71	Rear bumper assembly (1pc)					
72	Air conditioner gas Refilling					
73	Brake drum front (1pc)					
74	Brake disc skimming					
75	Water pump assembly (1pc)					
76	Wheel studs and nut (front) 1pc					
77	Oil pump assembly					
78	Stabilizer links					
79	Steering shaft (1set)					
80	Battery (1pc)					
81	Thermostat (1pc)					
82	Fender(wing, mudguard) 1pc					
83	Central locking assembly					
84	Side mirror (1pc)					
85	Cooling air fan motor 1pc					
86	C v joint ( set)					
87	Inner and outer drive shaft boots (set)					
88	Chevrons (set)					
89	Speedometer cable 1pc					
90	Electrical wiring					
91	Power steering pump 1pc					
92	Alternator belt 1pc					
93	Wheel hub rear (set)					
94	Brake calipers (set)					
95	Coolant reservoir 1pc					
96	Air cooling fan 1pc					
97	Ignition coils (1pc)					
98	Coolant reservoir 1pc					
99	Leaf spring assembly (rear)					
100	Flywheel (1pc)					
101	Starter solenoid 1pc					
102	Universal joint/cross bearing 1pc					
103	Fuel pump assembly 1pc					
104	Electric horn 1pc					
105	Injector nozzles(set)					
106	Digital speed governor assembly					
107	Battery terminals (set)					
108	King pin kit set					
109	Drag link assembly					

110	Brake wheel cylinders					
111	Shackle pin 1pc					
112	Centre bolt 1pc					
113	Shoe return springs 1pc					
114	Door hinges assembly					
115	Door lock assembly 1pc					
116	power steering belt 1pc					
117	Round reflectors 1 Set					
118	Wheel hub front (set)					
119	Temperature clock assembly 1pc					
120	Front crankshaft pulley assembly 1pc					
121	Engine mounting 1pc					
122	Boot lock 1pc					
	ALL	Indicate discount % on spare parts extended not listed based on the market rate at the time				%
	ALL	Indicate discount % on Labor extended based on the market rate at the time.				%

**PART 111. PROVISION OF SERVICES FOR REPAIRS AND REPLACEMENT OF PARTS NOT LISTED ABOVE**

- The vendor to undertake replacement of original and genuine spare parts for all models.
- All quotations to include labor, parts, consumables, lubricants and applicable VAT.
- In case of purchase of a new model /motor vehicle not captured above during the contract period, the vendor shall quote as per the market price at a discounted rate.

**Indicate the discount rates applicable for Parts & Labor**



## SECTION VII :            STANDARD FORMS

### Notes on the standard 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.    **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3.    **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.
4.    **Confidential Business Questionnaire Form** -    This form must be completed by the tenderer and submitted with the tender documents.
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**

To:  
Name and address of procuring entity

Date \_\_\_\_\_

Tender No.  
Tender Name

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to **Contract For Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years** under this tender in conformity with the said Tender document 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, to provide the Services in accordance with the conditions of the tender.

3. 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

8.2

**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 applied to your type of business; and Part 3.

*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 .....	
Citizenship Details.....	
<b>Part 2 (b) Partnership</b>	
2b.1	Given details of Partners as follows:
2b.2	<u>NameNationalityCitizenshipDetailsShares</u> 1..... ..... .....

2.....  
.....

3.....  
.....

**Part 2 (c) – Registered Company**

2c.1 Private or Public  
.....  
.....  
.....

2c.2 State the Nominal and Issued Capital of Company-  
Nominal Kshs. ....  
Issued Kshs.  
.....

2c.3 Given details of all Directors as follows  
Name Nationality Citizenship Details Shares  
1.....  
.....  
2.  
.....  
.....  
3.  
.....  
.....

4.  
.....  
.....  
.....

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member  
of Kenya Revenue Authority? Yes \_\_\_\_\_ No \_\_\_\_\_  
3.2 If answer in '3.1' is **YES** give the relationship.  
.....  
.....  
.....  
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue  
Authority sit in the Board of Directors or Management of your Organization,  
Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.

.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes\_\_\_\_\_ No\_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES\_\_\_\_\_ No\_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....

3.9 (a) Have you offered or given anything of value to influence the procurement process?  
Yes \_\_\_\_\_ No\_\_\_\_\_

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity?  
Yes \_\_\_\_\_ No\_\_\_\_\_

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.  
Yes \_\_\_\_\_ No\_\_\_\_\_

3.10 If answer in '3.9' a, b or c above is **YES** give details:  
.....  
.....

Date ..... Signature of Candidate  
.....

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

**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 **Contract For Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years** (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)

8.4

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 **Contract For Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years** and has accepted a tender by the tenderer for **Contract For Maintenance of KRA Motor Vehicles and Motor Cycles Countrywide for a period of three (3) years**

[contract price in words in figures] (hereinafter called “the Contract Price.”

NOW THIS AGREEMENT WITNESSTH 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 General Conditions of Contract
(d) the Special Conditions of Contract; and
(e) 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 services 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 services 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 \_\_\_\_\_

**8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To Kenya Revenue Authority  
*[name of tender]* .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of .....

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

We, the ..... *[bank or financial 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]*



8.6

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 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 a 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 of money 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 of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To Kenya Revenue Authority

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 a person competent.

**8.8 – NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT**

**Kenya Revenue Authority  
P.O Box 48240 – 00100,  
Nairobi.**

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.

Deputy Commissioner,  
Supply Chain Management,  
Haile Selassie Avenue, Times Tower, **25th Floor**  
Telephone: +254-020-2817022  
Facsimile: +254-020-215809

**FOR: Commissioner-General**