



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO.: IEBC/PROC/OT/FC/3/2019-2020

PROVISION OF MAINTENANCE & REPAIR SERVICES FOR IEBC MOTOR VEHICLES (GARAGES) – FRAMEWORK CONTRACT

**CLOSING DATE: THURSDAY, 19TH MARCH, 2020
AT 11.00 AM EAST AFRICAN TIME**

MARCH, 2020

**The Independent Electoral and Boundaries Commission (IEBC)
Anniversary Building,
Off University Way
P.O. Box 45371-00100
Nairobi
Website: www.iebc.or.ke**

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SECTION I – INVITATION TO TENDER

DATE: 6TH MARCH, 2020

TENDER NO: IEBC/OT/FC/3/2019-2020

PROVISION OF MAINTENANCE & REPAIR SERVICES FOR COMMISSION MOTOR VEHICLES (GARAGES)

- 1.1 Independent Electoral and Boundaries Commission invites sealed bids from eligible candidates for the Provision of maintenance & repair services for Commission Motor Vehicles (Garages) on “as and when required” basis Framework Contracting for three years (2020 – 2023).
- 1.2 Interested candidates may download the tender document from *the IEBC website*: www.iebc.or.ke or www.tenders.go.ke. Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke, before the closing date; to allow records and communication for any tender clarifications and addenda.
- 1.3 Prices quoted for the above tender shall be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tender. Tenders must be accompanied by a bid bond of **Kshs. 50,000/-** in the form of a BANK Guarantee from a reputable bank and payable to the **Independent Electoral & Boundaries Commission**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box situated on **5th Floor, Anniversary Towers, Off University Way, Nairobi** or be addressed and posted to:

Ag. Commission Secretary/CEO
Independent Electoral & Boundaries Commission
P.O Box 45371-00100, Nairobi, Kenya

To be received on or before **Thursday, 19th March, 2020 at 11.00 am East African Time**

- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the **Commission Headquarters, Anniversary Towers** or as may be advised by the client.

Ag. Commission Secretary/CEO

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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 IEBC 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 IEBC 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 COMMISSION, willing no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no fees charged for the tender document; the document is accessed through the website only.
- 2.2.3 The COMMISSION 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 6of 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 COMMISSION in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The COMMISSION 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 COMMISSION. 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 COMMISSION 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 COMMISSION, 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 COMMISSION, 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 COMMISSION, 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

- 2.8.1.1 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 COMMISSION 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 COMMISSION'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 COMMISSION 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 COMMISSION 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 COMMISSION.
- 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 COMMISSION 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 COMMISSION, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COMMISSION as non-responsive.
- 2.13.2 In exceptional circumstances, the COMMISSION 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 an amended 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 COMMISSION 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 Thursday, 19th March, 2020 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 COMMISSION 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 COMMISSION at the address specified under paragraph 1.4 no later than **Thursday, 19th March, 2020 at 11.00am.**
- 2.16.2 The COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION will open all tenders in the presence of Tenderers' Representatives who choose to attend, on **Thursday, 19th March, 2020 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.
- 2.18.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the COMMISSION at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The COMMISSION 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 COMMISSION 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 COMMISSION in the COMMISSION'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 COMMISSION 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 COMMISSION 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 2.3, the COMMISSION 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 COMMISSION'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 COMMISSION 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, COMMISSION 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 COMMISSION 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 COMMISSION's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- a) operational plan proposed in the tender;
 - b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) Operational Plan

The COMMISSION 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 COMMISSION'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 COMMISSION 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 Commission

2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the COMMISSION 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 the COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION' sanction. If the COMMISSION determines that none of the Tenderers is responsive; the COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION notifies the successful Tenderer that its tender has been accepted, the COMMISSION 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 COMMISSION.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the COMMISSION, 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 COMMISSION.
- 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 COMMISSION may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	Interested candidates may download the tender document from <i>the IEBC website: www.iebc.or.ke</i> or www.tenders.go.ke . Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date; to allow records and communication for any tender clarifications and addenda.
2.1.1	The 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.
2.2.2	There shall be no fees charged for the tender document; the document is accessed through the website only.
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:
2.10.1	Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.
2.12.4	Tenders must be accompanied by a bid bond of Kshs. 50,000/- payable to the Commission. 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.
2.13.1	Tenders shall remain valid for 120 days or as specified in the Invitation to tender after date of tender opening prescribed by the COMMISSION, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COMMISSION as non-responsive.
2.14.1	The Tenderer shall prepare two copies of the tender, clearly Marking each “ORIGINAL TENDER” and “COPYOF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.16.1	Tenders must be received by the COMMISSION at the address specified under paragraph 1.4 no later than Thursday, 19th March, 2020 at 11.00am. Place: Anniversary Towers Independent Electoral & Boundaries Commission P.O Box 45371-00100, Nairobi, Kenya
2.18.1	The COMMISSION will open all tenders in the presence of Tenderers' Representatives who choose to attend, on Thursday, 19th March, 2020 at 11.00 am. and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
2.22	The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award.
2.24	In the absence of pre-qualification, the COMMISSION 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. 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 COMMISSION deems necessary and appropriate.
2.25	Prior to the expiration of the period of tender validity, the COMMISSION will notify the successful Tenderer in writing that its tender has been accepted. The notification of award will signify the formation of the Contract subject to the signing of the contract between the Tenderer and the COMMISSION pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
2.27	Within thirty (30) days of the receipt of notification of award from the COMMISSION, 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 COMMISSION. The performance security required will be 10% of the Contract Value.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the COMMISSION 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 COMMISSION under the Contract.
- (d) “The COMMISSION” means Independent Electoral and Boundaries Commission, 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 COMMISSION’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the COMMISSION 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 COMMISSION’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 COMMISSION and shall be returned (all copies) to the COMMISSION on completion of the Tenderer’s performance under the Contract if so required by the COMMISSION.

3.5 Patent Rights

3.5.1 The Tenderer shall indemnify the COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION 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 COMMISSION or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The COMMISSION 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 COMMISSION.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the COMMISSION 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 COMMISSION.
- 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 COMMISSION'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 COMMISSION's prior written consent.

3.11 Termination for Default

3.11.1 The COMMISSION 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 oral of the services within the period(s) specified in the Contract, or within any extension thereof granted by the COMMISSION.
- (b) If the Tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the Tenderer, in the judgment of the COMMISSION has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

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

3.14 Resolution of Disputes

3.14.1 The COMMISSION'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

2.2 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.

2.3 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 COMMISSION Motor Vehicles (Garages) on “as and when required” basis under Framework Contract for a period of Three (3) 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 Commission’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 COMMISSION, Anniversary Towers, 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.
3.15	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The applicable law is the Kenyan Law.
3.18	<p>The address of the Commission is:</p> <p style="text-align: center;">Independent Electoral & Boundaries Commission P.O Box 45371-00100, Nairobi, Kenya</p>

4.3 Other Special Conditions

- 4.3.1 The Service provider will be required to provide quality services. Parts requiring replacement shall be new and genuine parts and of the make and model of the vehicle being serviced. Lubricants/oils used for service of motor vehicle will be of high quality (grade 1 or equivalent).
- 4.3.2 Security of the motor vehicle under repair or service within the service provider's garage or premises will be the responsibility of the service provider.
- 4.3.3 **Commencement Date** - The commencement date for the contract with the successful bidder(s) shall be the date to be agreed upon during execution of the contract.
- 4.3.4 **Contract Period** - The Contract with the successful bidder(s) shall be for a period of Three (3) years with a mid-term review after Twelve months.
- 4.3.5 **Penalty for non-performance** - In the event the repairs or services provided by the service provider fall below the agreed standards, the Commission will give the service provider a two weeks' notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to rectify the anomaly during the two weeks' notice period then the Commission will initiate the process of terminating the contract.

Evaluation criteria

The received tenders will be evaluated in four stages as detailed below:

Stage 1: Compliance with Mandatory Requirements;

Stage 2: The Technical Evaluation (Capacity to Deliver)

Stage 3: The Financial Evaluation (quoted prices)

Stage 1: Mandatory Requirements (MR)

No	Requirements	√ Responsive	× Non-Responsive
MR 1	Copy of Certificate of Incorporation or Business Registration Certificate.		
MR 2	Copy of Valid Tax Compliance Certificate issued by Kenya Revenue Authority (KRA).		
MR 3	Bid Bond of Kshs. 50,000.00 (Shillings Fifty thousand) with validity period of at least 120 days from the date of tender opening		
MR 4	Duly filled Confidential Business Questionnaire in the form provided in this tender document		
MR 5	Provide copies of audited accounts for the company for the last two accounting years.		
MR 6	Provide evidence of registration by the Chief Engineer (Mechanical) issued by Ministry of Transport, Infrastructure, Housing & Urban Development		
MR 7	Provide authority from Manufacturers / Distributor / Supplier to trade in Genuine quality motor vehicle parts (Provide valid documentary evidence)		

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Technical Evaluation on Capacity to deliver the Service).

Stage 2: Technical Evaluation on Capacity to Deliver the Service

Technical Evaluation on Capacity to Deliver the Service

No.	Evaluation Attributes	√ Responsive	× Non-Responsive
Operational Capacity (Provide Documentary evidence as proof); Subject to further due diligence.	Proof of ownership of workshop tools and equipment:		
	i. Minimum Ten (10) tool boxes		
	ii. Hoist		
	iii. Safety Jacks		
	iv. Welding Machines		
	Proof of ownership of diagnostics equipment		
	Proof of wheel balancing capacity (Either owned or outsourced)		
	Proof of wheel alignment capacity (Either owned or outsourced)		
	Secluded spray painting booth		
Operational Inspection/service facility			
Insurance	Proof of insurance policy covering theft, damage, injury etc., on third party vehicles under repairs.		
Human Resources Capabilities	C.Vs of Five (5) employees with Grade II Certification as Mechanics		
	C.Vs of Two (2) employees with Grade II Certification as Motor Electrician		
	C.Vs of Two (2) employees with training in panel beating and body works		
Financial Capacity	Liquidity Ratio must be 2:1		
References	Provide a list of at least 5 Major clients where the firm has provided similar services in the last 5 years. Evidenced by LPO/LSO/contract		

Stage 3: Financial Evaluation

This will include the following: -

- (a) Confirmation of and Considering Price Schedule Duly Completed and Signed;
- (b) Checking that the Tenderer has Quoted Prices Based on Vat Inclusive;
- (c) Correction of Arithmetical Errors; and
- (d) Conducting a Financial Comparison – for both service and replacement parts

SECTION V – PRICE SCHEDULE FOR SERVICE AND MAINTENANCE

No.	Model/Make	Approximate number of Motor vehicles	Service “A” (Minor)		Service “B”(Medium)		Service “C” (Major)	
			Unit Cost Kshs.	Duration (Hrs)	Unit Cost Kshs.	Duration (Hrs)	Unit Cost Kshs.	Duration (Hrs)
Make: MERCEDES / MITSUBISHI PAJERO VEHICLES								
1.	Mercedes Benz - Saloon	1						
2.	Mitsubishi Pajero - Saloon	6						
Make : FORD RANGER/ PASSAT VEHICLES								
1.	Ford Ranger D/Cabin	3						
2.	Volkswagen Passat - Saloon	9						
Make : TOYOTA VEHICLES								
1.	Toyota Corolla - Saloon	20						
2.	Toyota Prado - Station Wagon	48						
3.	Toyota Fortuner	1						
4.	Toyota Landcruiser	28						
5.	Toyota Hiace - Micro Bus	4						
6.	Toyota Hilux	9						

No.	Model/Make	Approximate number of Motor vehicles	Service “A” (Minor)		Service “B”(Medium)		Service “C” (Major)	
			Unit Cost Kshs.	Duration (Hrs)	Unit Cost Kshs.	Duration (Hrs)	Unit Cost Kshs.	Duration (Hrs)
Make : NISSAN VEHICLES								
1.	Nissan Urvan - Mini Bus	2						
2.	Nissan Navara D/Cabin	2						
3.	Nissan Patrol - Station Wagon	1						
4.	Nissan Hardbody - Pickup	21						
Make: LANDROVER / DAIHATSU TERIOS VEHICLES								
1.	Land Rovers	77						
2.	Daihatsu Terios	6						
Make: ISUZU VEHICLES								
1.	Isuzu Lorry	4						
2.	Isuzu Mini Bus	1						
Make: OTHERS								
1.	Hyster Forklift	2						
2.	Motor Boat	3						
3.	Generators	47						
CUMMULATIVE PRICES (KSHS)								
<p><i>All prices include labour, parts, consumables, lubricants and VAT.</i></p> <p><i>NB: - Mention the duration of attending to the motor vehicle or lead time (use of genuine parts only)</i></p>								

SECTION VI - SCHEDULE OF REQUIREMENTS/PRICES FOR REPLACEMENT PARTS

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1
Price quoted must be per unit(Kshs)																		
COMPLETE BODY RESPRAY PAINTING, DENT REMOVAL																		
Seats and upholstery repairs(quote per one seat)																		
Floor body repairs :Front cabin floor repairs																		
:Rear floor repairs																		
Interior side body repairs (quote per one side)																		
Door covers replacement (quote per one door)																		
Interior roof repairs : Front cabin roof repairs																		
: Rear roof repairs																		

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus	
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1	
Price quoted must be per unit(Kshs)																			
Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)																			
Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)																			
Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)																			
Cylinder head Replacement (Complete with accessories)																			
Gearbox Assembly Replacement																			
Replace Timing belt/Chain /gears complete with accessories																			
Fitting and replacement of glasses and wind screen: window glass(per one window)																			
:Rear wind/window shield glass																			
:Front wind screen																			

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1
Price quoted must be per unit(Kshs)																		
REPAIR ITEMS; All prices include VAT Applicable in Ksh. (use genuine parts only)																		
Brake pads front (set)																		
Brake shoes																		
Steering dumper																		
Shock mounting(set)																		
Alternator belt 1pc																		
Stabilizer bushes(set)																		
Headlamp assembly(set)																		
Rear tail lamp assembly(set)																		
Headlight bulbs 1pc																		
Spring bushes Rear (set)																		
Indicator bulbs 1pc																		
Reverse light bulbs 1pc																		
Tie rod ends (set)																		
Gearbox mounting 1pc																		
Wiper blade (set)																		
Brake discs 1pc																		
Brake pads rear(set)																		

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus	
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1	
Price quoted must be per unit(Kshs)																			
Clutch plate 1pc																			
Pressure plate 1pc																			
Release bearing 1pc																			
Shock absorbers front(set)																			
Shock absorbers rear(set)																			
Ball joints (upper)																			
Ball joints (lower)																			
Timing chain																			
Tensioner 1pc																			
Lower control arm assembly																			
Front wheel bearings(set)																			
Rear wheel bearings(set)																			
Alloy wheel rims 1pc																			
Clutch master cylinder 1pc																			
Brake master cylinder 1pc																			
Brake booster 1pc																			
Clutch slave cylinder 1pc																			
Cap, tank reserve 1pc																			
Crankshaft oil seal 1pc																			

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus	
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1	
Price quoted must be per unit(Kshs)																			
Gearbox seal 1pc																			
Exhaust mounting 1pc																			
Exhaust pipe assembly 1pc																			
Fuse box 1pc																			
Alternator assembly 1pc																			
Starter motor assembly 1pc																			
Steering rack assembly (set)																			
Suspension coil springs (set)																			
Radiator assembly 1pc																			
Radiator cap 1pc																			
Radiator hose upper 1pc																			
Differential assembly 1pc																			
Suspension arms(set)																			
u-joints rear 1pc																			
Wheel alignment and balancing																			
Drive shafts(set)																			
Heater plugs(set)																			
Spark plugs(set)																			
Fog lights (set)																			

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1
Price quoted must be per unit(Kshs)																		
Temperature gauge 1pc																		
Speedometer clock assembly 1pc																		
Pedal sensor 1pc																		
Throttle sensor assembly 1pc																		
Turbo charger assembly 1pc																		
Ignition switch 1pc																		
Door handles(set)																		
Front bumper assembly 1pc																		
Rear bumper assembly 1pc																		
Air conditioner gas Refilling																		
Brake drum 1pc																		
Brake disc skimming																		
Water pump assembly 1pc																		
Wheel stud and nut 1pc																		
Oil pump assembly 1pc																		
Stabilizer link assembly																		
Steering shaft assembly																		
Battery 1pc																		
Thermostat 1pc																		

Item Description	Mercedes Benz - Saloon	Mitsubishi Pajero - Saloon	Ford Ranger D/Cabin	Volkswagen Passat - Saloon	Toyota Corolla - Saloon	Toyota Prado - Station Wagon	Toyota Fortuner	Toyota Landcruiser	Toyota Hiace - Micro Bus	Toyota Hilux	Nissan Urvan - Mini Bus	Nissan Navara D/Cabin	Nissan Patrol - Station Wagon	Nissan Hardbody - Pickup	Land Rovers	Daihatsu Terios	Isuzu Lorry	Isuzu Mini Bus	
Number of Units	1	6	3	9	20	48	1	28	4	9	2	2	1	21	77	6	4	1	
Price quoted must be per unit(Kshs)																			
Fender(wing, mudguard)																			
Central locking 1pc																			
Side mirror 1pc																			
Cooling fan motor																			
Cv joint (set)																			
Inner and outer drive shaft boots (set)																			
Chevrons (set)																			
Speedometer cable 1pc																			
Electrical wiring																			
Power steering pump assembly 1pc																			
Alternator belt 1pc																			
Wheel hub bearing assembly 1pc																			
CUMMULATIVE PRICES (KSHS)																			

SUMMARY OF PRICES (Kshs)

SERVICE AND MAINTENANCE	CUMMULATIVE PRICE FOR SERVICE A	CUMMULATIVE PRICE FOR SERVICE B	CUMMULATIVE PRICE FOR SERVICE C	TOTAL
PRICES QUOTED				
CUMMULATIVE PRICES FOR PARTS IN Kshs				
GRAND TOTAL				

Note:

1. The cost of service quoted should be for comprehensive service that includes replacement of parts and consumables as detailed in Section 4.2 below. Bidders are free to quote for one or more than one model of vehicle.
2. Repairs over and above the two categories described will be subjected to further competition.

SECTION VII - DESCRIPTION OF SERVICES

PARTICULARS

These specifications cover the procurement of services for Provision of Maintenance & Repair Services for IEBC

4.1.1 GENERAL TECHNICAL REQUIREMENTS

The repair and or maintenance service of the motor vehicles shall involve **INSPECTION AND REPLACEMENT OF GENUINE PARTS AND CONSUMABLES**. All replaced parts shall be new and of the type and make of the vehicle being serviced/repared. For this matter, the bidder shall confirm availability of spare parts for the motor vehicles he/she offers to provide maintenance service under this tender. Failure to obtain spare parts after the award of the contract shall lead to termination of the contract with penalties.

4.2 SPECIFIC TECHNICAL REQUIREMENTS

The maintenance service for the motor vehicles shall be as detailed below:

4.2.1 MINOR SERVICE – SERVICE A

This service will be carried out to the motor vehicle after every **5,000 km** covered and will involve:

1. Drain and refill engine oil
2. Replace oil filter
3. Check and clean air cleaner element
4. Check and clean pollen filter
5. Check gearbox oil - top-up if necessary
6. Check differential oil - top-up if necessary
7. Check battery electrolyte level and top-up if necessary
8. Check brake and clutch fluid levels and top up if necessary
9. Clean and lubricate battery terminals
10. Check condition of Tyres including spare tyre and adjust pressures
11. Check operation of all lights

12. Check operation of all windows, view mirrors and central locking
13. Check operation of electrical switches, blower fan, air conditioning and audio
14. Check operation of instrument cluster and cigarette lighter
15. Check operation and lubricate all door locks and hinges
16. Check operation of all wipers, windscreen washer and horn
17. Fill windscreen washer bottle
18. Check condition of radiator hoses and V belts
19. Check operation of all seat slides and adjusters.
20. Remove wheels and check condition of brakes
21. Check suspension for damage and leaks.
22. Check and drain water from the fuel filter sedimenter
23. Defect report

4.2.2 MEDIUM SERVICE - SERVICE B

This service will be carried out to the motor vehicle after every **20,000 km** covered and will involve:

1. Drain and refill engine oil
2. Replace oil filter
3. Replace fuel filter
4. Replace spark plugs/ Check Heater Plugs
5. Replace air cleaner element
6. Drain and refill gearbox and differential oils.
7. Check battery level and top-up if necessary
8. Check and top-up steering fluid if necessary
9. Check brake and clutch fluid levels
10. Clean battery terminals
11. Check condition of tyres including spare tyre and adjust pressures
12. Check operation of headlights, parking lights, indicators, hazards and all lights
13. Check operation of all windows, view mirrors and central locking
14. Check operation of blower fan, air conditioning, audio
15. Check operation of instrument cluster and cigarette lighter
16. Check operation and lubricate all door locks and hinges

17. Check operation of all wipers, windscreen washer and horn
18. Fill windscreen washer bottle
19. Check operation of all seat slides and adjusters.
20. Check condition of all hoses and V belts
21. Inspect for oils and brake fluid leaks
22. Check steering and CV dust covers for damage or leaks
23. Check, clean and adjust all brakes including removal of drums and disc pads
24. Inspect Wheel bearings, grease and adjust if necessary
25. Adjust brake and clutch pedals free-play and pedal gap
26. Check suspension for damage and leaks.
27. Check and top-up steering fluid if necessary
28. Inspect wheel bearing, grease and adjust if necessary
29. Check and drain water from the fuel filter sedimenter
30. Check fuel system for leaks
31. Check exhaust system
32. Road test vehicle
33. Steam clean engine
34. Defect report

4.2.3 MAJOR SERVICE - SERVICE C

This will be carried out to the motor vehicle after every **40,000 km** and will involve all procedure in the 20,000km service plus the following:

1. Supply injector nozzle cleaner (gasoline engines)/ Check Diesel nozzles
2. Drain and refill brake fluid if necessary
3. Drain and refill power steering fluid if necessary
4. Replace wheel bearing grease
5. Check condition of tyres including spare tyre, adjust pressures and rotate tyres
6. Check diagnostic trouble code
7. Check and adjust wheel alignment
8. check and focus headlights
9. Road test vehicle
10. Defect report

4.3 WEARING PARTS REPAIRS PROCESS

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

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

4.4 ACCIDENT AND INCIDENTAL REPAIRS

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

The Service provider shall be liable for any accident repairs undertaken by unauthorized contractors including repairs to chassis, pillars or panels necessary to restore the Vehicles to safe operating status.

A committee shall be appointed by commission secretary to undertake a Pre-Inspection and Post-Inspection of the vehicle before and after the repairs. The same committee shall certify and approve the invoice and all supporting documents.

4.5 DELIVERABLES:

1. Submit a quotation for approval before commencement of work.
2. Perform the task as per the quotation and approved LPO/LSO.
3. Issue a monthly statement together with supporting invoices for all the works done during the respective month.
4. Provide a defect report for the motor vehicle before and after service

4.6 SUPERVISION OF WORK

The firm will be contracted under the Commission terms and supervised by the Transport Department under the instruction of the Director, Human Resource & Administration Management solely for the purpose of delivering the above outputs, within the agreed time frame.

IEBC as the Client shall provide necessary support to the firm in order to execute the assignment during the duration of the work.

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: Independent Electoral & Boundaries Commission

P.O Box 45371-00100, Nairobi, Kenya

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

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_____

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 applies to your type of business; and Part3. *You are advised that it is a serious offence to give false information on this form.*

	Part 1 –General
1.1	Business Name
1.2	Location of Business Premises.
1.3	Plot No.....Street/Road
	Postal Address Tel No.Fax E mail.....
1.4	Nature of Business
1.5	Registration Certificate No.
1.6	Maximum Value of Business which you can handle at any one time –Kshs.....
1.7	Name of your BankersBranch.....
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full.....Age
2a.2	Nationality Country of Origin
	<input type="checkbox"/> Citizenship Details
	Part 2 (b)Partnership
2b.1	Given details of Partners as follows:
2b.2	Name Nationality Citizenship Details Shares
	1.....

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

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes No
3.2	If answer in ‘3.1’ is YES give the relationship.

3.3	Does an Employee, Committee Member, and Board Member of IEBC 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 it's affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES___ No
3.8	If answer in '3.7' above is YES give details:

3.9	Have you offered or given anything of value to influence the procurement process? Yes No

3.10	If answer in '18' above is YES give details

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

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

8.3 TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tenderer>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between..... [name of COMMISSION] of[country of COMMISSION](hereinafter called “the Procuring entity”) of the one part and[name of Tenderer] of[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.

Viz.....[brief description of materials and spares] and has accepted a tender by the Tenderer for the supply of those materials and spares in the sum of[contract price in words and figures] NOW THIS

AGREEMENT WITNESSETH ASFOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the Tenderer as 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 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 PERFORMANCE SECURITY FORM

To IEBC

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]

8.7 LETTER OF NOTIFICATION OF AWARD

Independent Electoral & Boundaries Commission
P.O Box 45371-00100, Nairobi, Kenya

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.

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

ANTI-CORRUPTION DECLARATION FORM

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....
.....

Of Street, Building, P O
Box.....

Contact/Phone/E
mail.....

Declare that Public Procurement is based on a free and fair competitive
Tendering process which should not be open to abuse.

I/We.....
.....

Declare that I/We will not offer or facilitate, directly or indirectly, any
inducement or reward to any public officer, their relations or business
associates, in connection with

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are
successful.

Authorized
Signature.....

Name of Signatory.....

Title of
Signatory.....
.....

Official
Stamp.....
.....

INTEGRITY DECLARATION FORM

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....

Of..... Street/avenue, Building, P. O. BoxCode, of.....

(Town), (Nationality), Phone..... E-mail declare that

Public Procurement is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with,

Tender Name

Tender No..... For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....