



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO.: IEBC/OT/04/2020-2021 -

PROVISION OF MAINTENANCE & REPAIR SERVICES FOR IEBC MOTOR VEHICLES (GARAGES) _ FRAMEWORK AGREEMENTS

**CLOSING DATE: , TUESDAY ,29TH SEPTEMBER, 2020
AT 11.00 AM EAST AFRICAN TIME**

SEPTEMBER,2021

**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

16th SEPTEMBER, 2020

TENDER NO: IEBC/OT/04/2020-2021

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

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for the provision of maintenance & repair services for commission motor vehicles (garages) for a period of three (3) years framework agreements.
- 1.2 Interested Eligible candidates may obtain further information from and inspect the tender document at the IEBC Procurement Anniversary Towers Fifth Floor Room No. 525 during normal working hours, Monday to Friday, 8.00a.m. - 1:00 p.m. and 2.00p.m. - 4.30p.m.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at 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.
- 1.4 Tenders must be accompanied by a tender security of Ksh. 50,000 in the form of a BANK Guarantee from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA, payable to the Independent Electoral and Boundaries Commission.
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:
**The Ag. Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC)
Anniversary Towers, University Way, Fifth Floor P O Box
45371-00100 Nairobi.
Website: www.iebc.or.ke**
and be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before Tuesday, 29th September, 2020 11:00 am East African Time
- 1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders hence tenderers' are encouraged to register with the procuring entity once they download the tender document and provide their email address so as to share the link with them.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all eligible service providers 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 Commission employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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 procuring entity, 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 tender document shall be issued free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- (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
- (x) Performance security form
- (xi) Principal's or manufacturers authorization form
- (xii) 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity. 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 procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, 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 Procuring entity, 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 Procuring entity, 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

The tender prepared by the tenderer shall comprise the following components:

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

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 The total price quoted by the tenderers shall remain to be the absolute and final price for each year for a period of three (3) years.

2.9.4 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 2.22.

2.9.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

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

2.9.7 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 Clause 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 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 in the form specified in the Invitation to tender.

2.12.2 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

2.12.3 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 from a reputable Bank
- b) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Commission as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's 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 prescribed by the Commission.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.1.

2.12.7 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 2.26 or
 - (ii) To furnish performance security in accordance with paragraph 2.27.1.
- (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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE, Tuesday, 29th September, 2020 11:00 am East African Time.**"

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 Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.1 no later than, Tuesday, 29th September, 2020 11:00 am East African Time

2.16.2 The procuring entity 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 procuring entity 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 procuring entity 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 procuring entity 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 not 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 procuring entity 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 procuring entity 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Tuesday, 29th September, 2020 11:00 am East African Time and in the location specified in the invitation to tender. The tenderers' representatives may access the opening exercise through electronic means through a link that will be provided to bidders.
- 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity 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 procuring entity 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 procuring entity in the Commission 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 Procuring entity 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 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 The Procuring entity 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, the Procuring entity 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 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 Procuring entity 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, the procuring entity 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 procuring entity 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 evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22. the following evaluation methods will be applied:

(a) **Operational Plan.**

The Procuring entity 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 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity 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 procuring entity 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 Procuring entity 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, as well as such other information as the Procuring entity 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 Procuring entity 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 2.24 the Procuring entity 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 procuring entity 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 action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity 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 Procuring entity 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 procuring entity pursuant to clause 2.24. 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 2.27.1 the Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

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 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, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity 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 procuring entity 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;

2.28.3 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 regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

| Instructions to tenderers | Particulars of appendix to instructions to Tenderers |
|---------------------------|--|
| 2.1 | The tender is for authorized Service Providers |
| 2.2.2 | The Bid Document is obtained free of charge at www.iebc.or.ke or www.tenders.go.ke |
| 2.10 | Prices shall be quoted in Kenya Shillings. |
| 2.11 | Particulars of eligibility and qualifications documents of evidence required. |
| 2.12.1 | The tender security to be provided is Kshs. 50,000 valid for 120 days from date of opening the tender and shall be in any of the following forms only; a). A Bank guarantee (From a reputable Bank of Insurance Company)/or b). Such insurance Company guarantee as may be approved by PPRA; |
| 2.13.1 | Tenderers shall remain valid for 120 days from the deadline date of submission of tender. |
| 2.15.1 | The bidders must submit one (1) ORIGINAL TENDER ” and one (1) COPY of the Tender |
| 2.16.3 | Bulky tenders which will not fit in the tender box shall be received at the Procurement Office 5 th Floor ,Anniversary Towers Room 525 |
| 2.18.1 | Tender will be opened on the same day, Tuesday, 29 th September, 2020 11:00 am East African Time. Tenderers’ representatives who choose to attend in the location specified in the invitation to tender. The tenderers’ representatives may access the opening exercise through electronic means through a link that will be provided to bidders. |
| 2.20.2 | Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. |

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity 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 Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services 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

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 7 standards mentioned in the Schedule of requirement

3.4 Patent Right's

The tenderer shall indemnify the Procuring entity 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.

3.5 Performance Security

Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity with the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.1 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- b) A bank guarantee.
- c) Such insurance guarantee approved by PPRA.

3.5.3 The performance security will be discharged by the procuring entity 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.

3.6 Inspections and Tests

3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 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 Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

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 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.

3.9 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Commission prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

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

In the event the Procuring entity 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 Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

The procuring entity 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 procuring entity.

3.12 Termination for convenience

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

The Commission 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.

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.

3.14 Governing Language

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.

3.15 Force Majeure

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

3.16 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.17 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 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 IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special Conditions of contract with reference to the General Conditions of Contract.

| General Conditions of Contract Reference | Special Conditions of Contract |
|--|---|
| 3.1 | Provision of Maintenance & Repair Services for COMMISSION Motor Vehicles (Garages) on “as and when required” basis under Framework Agreement 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 | The address of the Commission is: Independent Electoral & Boundaries Commission P.O Box 45371-00100, Nairobi, Kenya |

4.3 Other Special Conditions

4.3.1 Quality Services

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

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 midterm review after Twelve months.

4.3.5 Mini- competition and call offs

In the case of garages, the Commission will from time to time invite mini-competition amongst the garages under the framework agreement and shall award the contract to the tenderer that has submitted the lowest evaluated price.

The Commission will engage dealers through call-off orders where the price has been determined in the contract by applying the terms specified without reopening competition.

4.3.6 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.

4.4 Evaluation and Comparison of Tenders

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 | Must submit a Duly filled, signed and stamped Anti –Corruption Declaration Form | |

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Mandatory Technical Evaluation)

Stage 2: Mandatory Technical Evaluation

| NO. | ITEM | DESCRIPTION | Compliant/Not Compliant |
|-----|--|--|----------------------------|
| 1. | Registration by the Chief Engineer (Mechanical) issued by Ministry of Transport, Infrastructure, Housing & Urban Development | Provide evidence of registration by the Chief Engineer (Mechanical) issued by Ministry of Transport, Infrastructure, Housing & Urban Development | |
| 2. | Authority from Manufacturers /Distributor / Supplier to trade in Genuine quality motor vehicle parts | Provide authority from Manufacturers / Distributor / Supplier to trade in Genuine quality motor vehicle parts (Provide valid documentary evidence) | |
| 3. | Insurance Policy covering theft, damage, injury etc., on third party vehicles under repairs. | Provide Insurance Policy covering theft, damage, injury etc., on third party vehicles under repairs. | |

NB: At this stage, the tenderer's submission will either be Compliant or non-Compliant. The non-compliant submission in any of the above mandatory technical requirements will be eliminated and will not be considered for further evaluation.

Stage 3: Technical Scoring Evaluation on Capacity to Deliver the Service

| No. | Criteria | Requirements | Max Scores |
|---------------------------------------|--|---|--|
| | Financial Capacity | Submit Audited accounts for the latest two years (2018 and 2019) - <i>4 Marks for each year</i> | 8 |
| | Operational Capacity Documentary evidence required | b). Proof of ownership of diagnostics equipment <i>Provide LPO's/or lease agreement/Purchase Contract for the listed Equipment - 2Marks for each</i> | |
| I. Proof of wheel balancing capacity | | 2 | |
| II. Proof of wheel alignment capacity | | 2 | |
| III. Secluded spray painting booth | | 2 | |
| | | IV. Operational Inspection/service facility | 2 |
| | Human Resources Capabilities (Technical staff and qualifications) | a). Motor Mechanics Provide at least four (4) Cv;s and certificates for technical staff with certification in motor vehicle mechanics- 2 Marks for each Number of years in undertaking of similar jobs 10 and above years - 4 Marks 5-10 and above years - 2 Marks 1-5 and above years - 1 Marks | 8 4 |
| | | b). Motor Electrician Provide at least four (2) Cv's and certificates for technical staff with certification in Motor Electrical 1 Marks for each Number of years in undertaking of similar jobs 10 and above years - 4 Marks 5-10 and above years - 2 Marks 1-5 and above years - 1 Marks c). Panel beating and body works Provide at least four (3) Cv's and certificates for technical staff with certification in Panel beating and body works- 2 Marks for each Number of years in undertaking of similar jobs 10 and above years - 8 Marks 5-10 and above years - 4 Marks 1-5 and above years - 2 Marks | 2 8 6 8 |
| | References | Provide a list of at least 4 Major clients where the firm has provided similar services in the last 5 years. - 2 Marks for each Provide copies LSO's /or Contract | 8 |

| | | | |
|--|-------------------------|--|----|
| | Service Timeline | Provide commitment letter clearly indicating in company's letterhead duly signed and stamped that commit to the following timelines; a) Spare parts for minor service must be locally available within 24hrs upon receipt of LSO. - 4 Marks b) Spare parts for breakdown service must be available within 14 working days upon receipt of LSO -4 Marks c) Repairs involving replacement of parts shall not exceed two (2) days. 4 Marks d) Repairs involving Engine works shall not exceed seven (7) days 4 Marks e) Repairs involving body works shall not exceed five (5) days. 4 Marks | 20 |
| | Past performance | Provide at least five (5) LPO/or award letter/or contract Completion certificates for the organization where similar assignment has been successfully undertaken -4 marks for each | 20 |

The pass mark required to proceed to the financial evaluation is 75 marks. Bidders who attain 75% and above marks will proceed to the financial evaluation stage. Those who score below 75% will be eliminated at this stage and will not be considered for financial evaluation.

Stage 3: Financial Evaluation

| | |
|-------------------------------|---|
| Financial Evaluation Criteria | Financial Evaluation Criteria This will be based on the compliance to the following criteria by tenderers. I. The lowest evaluated unit price summation per full lot schedule for the three service categories. II. Incomplete Price Schedule for each lot shall be rejected. III. No correction of arithmetic errors - The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity |
| 2.24 | The Commission may conduct due diligence on the tenderers to establish their ability to perform the contract. |

| | |
|------|---|
| 2.27 | Performance Bond of 10% of the total contract ceiling amount is required for this tender. The Performance bond shall be issued by a reputable bank operating in Kenya and shall be valid for thirty (30) days after completion of service delivery. |
|------|---|

SECTION V SCHEDULE OF REQUIREMENTS

PART 1 -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) |
| LOT 1 Make: MERCEDES / MITSUBISHI PAJERO VEHICLES | | | | | | | | |
| 1. | Mercedes Benz - Saloon | 1 | | | | | | |
| 2. | Mitsubishi Pajero - Saloon | 6 | | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | | |
| LOT 2 Make : FORD RANGER/ PASSAT VEHICLES | | | | | | | | |
| 1. | Ford Ranger D/Cabin | 3 | | | | | | |
| 2. | Volkswagen Passat - Saloon | 9 | | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | | |
| LOT 3 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 | | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | | |
| 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) |
| LOT 4 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 | | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | | |
| LOT 5 Make: LANDROVER / DAIHATSU TERIOS VEHICLES | | | | | | | | |
| 1. | Land Rovers | 77 | | | | | | |
| 2. | Daihatsu Terios | 6 | | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | | |
| LOT 6 Make: ISUZU VEHICLES | | | | | | | | |

| | | | | | | | |
|--|----------------|---|--|--|--|--|--|
| 1. | Isuzu Lorry | 4 | | | | | |
| 2. | Isuzu Mini Bus | 1 | | | | | |
| TOTAL UNIT PRICE FOR SERVICE A, B & C | | | | | | | |
| <i>NB. All prices shall be inclusive of labour, parts, consumables, lubricants and VAT. The Commission shall only accept the use of genuine parts only</i> | | | | | | | |

PART 2 - PRICE SCHEDULE SUMMARY.

| No. | LOTS | TOTAL UNIT PRICE FOR SERVICE A | TOTAL UNIT PRICE FOR SERVICE B | TOTAL UNIT PRICE FOR SERVICE C | GRAND TOTAL UNIT PRICE FOR SERVICE A, B C |
|-----|-------|--------------------------------|--------------------------------|--------------------------------|---|
| 1. | LOT 1 | | | | |
| 2. | LOT 2 | | | | |
| 3. | LOT 3 | | | | |
| 4. | LOT 4 | | | | |
| 5. | LOT 5 | | | | |
| 6. | LOT 6 | | | | |

Note:

1. The cost of service quoted should be for comprehensive service that includes replacement of parts and consumables. Bidders are free to quote for one or more than one lot.
2. Prices comparison shall be done based on the unit prices hence bidders are advised to quote in unit prices.
3. Incomplete price schedule shall be rejected

SECTION VI - DESCRIPTION OF SERVICES

PARTICULARS

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

6.1 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.

6.2 SPECIFIC TECHNICAL REQUIREMENTS

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

6.2.1 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

6.2.2 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

6.2.3 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

6.3 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.

SCHEDULE OF PARTS REPLACEMENT.

| LOTS | | LOT 1 | | LOT 2 | | LOT 3 | | | | | LOT 4 | | | LOT 5 | | LOT 6 | | | |
|--------------------|--|------------------------|----------------------------|-------------|----------------------------|-------------------------|------------------------------|-----------------|--------------------|--------------------------|--------------|-------------------------|-----------------------|-------------------------------|--------------------------|-------------|-----------------|-------------|----------------|
| Item Description | | Mercedes Benz - Saloon | Mitsubishi Pajero - Saloon | Ford Ranger | 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 Vehicles | | 1 | 6 | 3 | 9 | 20 | 48 | 1 | 28 | 4 | 9 | 2 | 2 | 1 | 21 | 77 | 6 | 4 | 1 |
| 1. | COMPLETE BODY RESPRAY PAINTING, DENT REMOVAL | | | | | | | | | | | | | | | | | | |
| 2. | Seats and upholstery repairs(quote per one seat) | | | | | | | | | | | | | | | | | | |
| 3. | Floor body repairs :Front cabin floor repairs | | | | | | | | | | | | | | | | | | |
| 4. | :Rear floor repairs | | | | | | | | | | | | | | | | | | |
| 5. | Interior side body repairs (quote per one side) | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|-----|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 6. | Door covers replacement (quote per one door) | | | | | | | | | | | | | | | | | | |
| 7. | Interior roof repairs : Front cabin roof repairs | | | | | | | | | | | | | | | | | | |
| 8. | : Rear roof repairs | | | | | | | | | | | | | | | | | | |
| 9. | Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head) | | | | | | | | | | | | | | | | | | |
| 10. | Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement) | | | | | | | | | | | | | | | | | | |
| 11. | Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement) | | | | | | | | | | | | | | | | | | |
| 12. | Cylinder head Replacement (Complete with accessories) | | | | | | | | | | | | | | | | | | |
| 13. | Gearbox Assembly Replacement | | | | | | | | | | | | | | | | | | |
| 14. | Replace Timing belt/Chain /gears complete with accessories | | | | | | | | | | | | | | | | | | |
| 15. | Fitting and replacement of glasses and wind screen: window glass(per one | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|-----|--------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | window) | | | | | | | | | | | | | | | | | | |
| 16. | :Rear wind/window shield glass | | | | | | | | | | | | | | | | | | |
| 17. | :Front wind screen | | | | | | | | | | | | | | | | | | |
| 18. | Brake pads front (set) | | | | | | | | | | | | | | | | | | |
| 19. | Brake shoes | | | | | | | | | | | | | | | | | | |
| 20. | Steering dumper | | | | | | | | | | | | | | | | | | |
| 21. | Shock mounting(set) | | | | | | | | | | | | | | | | | | |
| 22. | Alternator belt 1pc | | | | | | | | | | | | | | | | | | |
| 23. | Stabilizer bushes(set) | | | | | | | | | | | | | | | | | | |
| 24. | Headlamp assembly(set) | | | | | | | | | | | | | | | | | | |
| 25. | Rear tail lamp assembly(set) | | | | | | | | | | | | | | | | | | |
| 26. | Headlight bulbs 1pc | | | | | | | | | | | | | | | | | | |
| 27. | Spring bushes Rear (set) | | | | | | | | | | | | | | | | | | |
| 28. | Indicator bulbs 1pc | | | | | | | | | | | | | | | | | | |
| 29. | Reverse light bulbs 1pc | | | | | | | | | | | | | | | | | | |
| 30. | Tie rod ends (set) | | | | | | | | | | | | | | | | | | |
| 31. | Gearbox mounting 1pc | | | | | | | | | | | | | | | | | | |
| 32. | Wiper blade (set) | | | | | | | | | | | | | | | | | | |
| 33. | Brake discs 1pc | | | | | | | | | | | | | | | | | | |
| 34. | Brake pads rear(set) | | | | | | | | | | | | | | | | | | |
| 35. | Clutch plate 1pc | | | | | | | | | | | | | | | | | | |
| 36. | Pressure plate 1pc | | | | | | | | | | | | | | | | | | |
| 37. | Release bearing 1pc | | | | | | | | | | | | | | | | | | |
| 38. | Shock absorbers front(set) | | | | | | | | | | | | | | | | | | |
| 39. | Shock absorbers rear(set) | | | | | | | | | | | | | | | | | | |
| 40. | Ball joints (upper) | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|-----|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 41. | Ball joints (lower) | | | | | | | | | | | | | | | | | | |
| 42. | Timing chain | | | | | | | | | | | | | | | | | | |
| 43. | Tensioner 1pc | | | | | | | | | | | | | | | | | | |
| 44. | Lower control arm assembly | | | | | | | | | | | | | | | | | | |
| 45. | Front wheel bearings(set) | | | | | | | | | | | | | | | | | | |
| 46. | Rear wheel bearings(set) | | | | | | | | | | | | | | | | | | |
| 47. | Alloy wheel rims 1pc | | | | | | | | | | | | | | | | | | |
| 48. | Clutch master cylinder 1pc | | | | | | | | | | | | | | | | | | |
| 49. | Brake master cylinder 1pc | | | | | | | | | | | | | | | | | | |
| 50. | Brake booster 1pc | | | | | | | | | | | | | | | | | | |
| 51. | Clutch slave cylinder 1pc | | | | | | | | | | | | | | | | | | |
| 52. | Cap, tank reserve 1pc | | | | | | | | | | | | | | | | | | |
| 53. | Crankshaft oil seal 1pc | | | | | | | | | | | | | | | | | | |
| 54. | Gearbox seal 1pc | | | | | | | | | | | | | | | | | | |
| 55. | Exhaust mounting 1pc | | | | | | | | | | | | | | | | | | |
| 56. | Exhaust pipe assembly 1pc | | | | | | | | | | | | | | | | | | |
| 57. | Fuse box 1pc | | | | | | | | | | | | | | | | | | |
| 58. | Alternator assembly 1pc | | | | | | | | | | | | | | | | | | |
| 59. | Starter motor assembly 1pc | | | | | | | | | | | | | | | | | | |
| 60. | Steering rack assembly (set) | | | | | | | | | | | | | | | | | | |
| 61. | Suspension coil springs (set) | | | | | | | | | | | | | | | | | | |
| 62. | Radiator assembly 1pc | | | | | | | | | | | | | | | | | | |
| 63. | Radiator cap 1pc | | | | | | | | | | | | | | | | | | |
| 64. | Radiator hose upper 1pc | | | | | | | | | | | | | | | | | | |
| 65. | Differential assembly 1pc | | | | | | | | | | | | | | | | | | |
| 66. | Suspension arms(set) | | | | | | | | | | | | | | | | | | |
| 67. | u-joints rear 1pc | | | | | | | | | | | | | | | | | | |
| 68. | Wheel alignment and balancing | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|-----|-----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 69. | Drive shafts(set) | | | | | | | | | | | | | | | | | | |
| 70. | Heater plugs(set) | | | | | | | | | | | | | | | | | | |
| 71. | Spark plugs(set) | | | | | | | | | | | | | | | | | | |
| 72. | Fog lights (set) | | | | | | | | | | | | | | | | | | |
| 73. | Temperature gauge 1pc | | | | | | | | | | | | | | | | | | |
| 74. | Speedometer clock assembly 1pc | | | | | | | | | | | | | | | | | | |
| 75. | Pedal sensor 1pc | | | | | | | | | | | | | | | | | | |
| 76. | Throttle sensor assembly 1pc | | | | | | | | | | | | | | | | | | |
| 77. | Turbo charger assembly 1pc | | | | | | | | | | | | | | | | | | |
| 78. | Ignition switch 1pc | | | | | | | | | | | | | | | | | | |
| 79. | Door handles(set) | | | | | | | | | | | | | | | | | | |
| 80. | Front bumper assembly 1pc | | | | | | | | | | | | | | | | | | |
| 81. | Rear bumper assembly 1pc | | | | | | | | | | | | | | | | | | |
| 82. | Air conditioner gas Refilling | | | | | | | | | | | | | | | | | | |
| 83. | Brake drum 1pc | | | | | | | | | | | | | | | | | | |
| 84. | Brake disc skimming | | | | | | | | | | | | | | | | | | |
| 85. | Water pump assembly 1pc | | | | | | | | | | | | | | | | | | |
| 86. | Wheel stud and nut 1pc | | | | | | | | | | | | | | | | | | |
| 87. | Oil pump assembly 1pc | | | | | | | | | | | | | | | | | | |
| 88. | Stabilizer link assembly | | | | | | | | | | | | | | | | | | |
| 89. | Steering shaft assembly | | | | | | | | | | | | | | | | | | |
| 90. | Battery 1pc | | | | | | | | | | | | | | | | | | |
| 91. | Thermostat 1pc | | | | | | | | | | | | | | | | | | |
| 92. | Fender(wing, mudguard) | | | | | | | | | | | | | | | | | | |
| 93. | Central locking 1pc | | | | | | | | | | | | | | | | | | |
| 94. | Side mirror 1pc | | | | | | | | | | | | | | | | | | |
| 95. | Cooling fan motor | | | | | | | | | | | | | | | | | | |
| 96. | Cv joint (set) | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | |
|------|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 97. | Inner and outer drive shaft boots (set) | | | | | | | | | | | | | | | | | | |
| 98. | Chevrons (set) | | | | | | | | | | | | | | | | | | |
| 99. | Speedometer cable 1pc | | | | | | | | | | | | | | | | | | |
| 100. | Electrical wiring | | | | | | | | | | | | | | | | | | |
| 101. | Power steering pump assembly 1pc | | | | | | | | | | | | | | | | | | |
| 102. | Alternator belt 1pc | | | | | | | | | | | | | | | | | | |
| 103. | Wheel hub bearing assembly 1pc | | | | | | | | | | | | | | | | | | |

6.4 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.

6.5 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

6.6 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 VII- 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..... |
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| | 3..... |
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| | 4..... |
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| | |
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| | 5..... |
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| | |
|------------------------------------|--|
| 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 tender>

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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To IEBC

Gentlemen and/or Ladies:

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

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

We, the

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

We further agree that no change or addition to or other modification of the terms of the Contract to be performed 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 and in full effect from the date of the advance payment received by the Tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 LETTER OF NOTIFICATION OF AWARD

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.

8.8 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

8.9 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.....
.....

8.10 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.....