"Maji Safi Maisha Bora"
"Quality Water Healthy Livelihood"

KAKAMEGA COUNTY WATER AND SANITATION COMPANY LIMITED
P.O. BOX 1189 – 50100KAKAMEGA
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OPEN TENDER

STANDARD TENDER DOCUMENT

FRAMEWORK AGREEMENT FOR PROVISION OF REPAIR, MAINTENANCE AND SERVICE OF MOTOR VEHICLES AND MOTORCYCLES

TENDER NO: KACWASCO/FRAME/13/2026

CLOSING DATE

Friday, 25TH SEPTEMBER 2026 AT 10:00 am

TABLE OF CONTENTS

		Page
	INTRODUCTION …….	**3**
SECTION I	**INVITATION TO TENDER……..**	**3**
SECTION II	**INSTRUCTIONS TO TENDERERS……..**	**5**
	APPENDIX TO INSTITUTIONS TO TENDER ……	**18**
SECTION III	**GENERAL CONDITIONS OF CONTRACT……**	**26**
SECTION IV	**SPECIAL COND1TIONS OF CONTRACT……..**	**32**
SECTION V	**DESCRIPTION OF SERVICES……**	**34**
SECTION VI	**SCHEDULE OF REQUIREMENTS/PRICES……**	**38**
SECTION VII	**PRICE SCHEDULE OF OTHER PARTS……..**	**39**
SECTION VIII	**STANDARD FORMS…….**	**45**

SECTION I – INVITATION TO TENDER

Date___11TH SEPTEMBER 2026_____

TENDER REF NO: KACWASCO/FRAME/13/2026

TENDER NAME: FRAMEWORK AGREEMENT FOR PROVISION OF REPAIR, MAINTENANCE AND SERVICE OF MOTOR VEHICLES AND MOTORCYCLES

1.1 Kakamega County Water and Sanitation Company limited invites sealed tenders from eligible candidates for Framework agreement for provision of repair, maintenance and service of motor vehicles and motorcycle for a period of for three (3) years.

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office of Kakamega County Water and Sanitation Company limited P.O. Box 1189-50100 Kakamega Kefinco House off Kakamega-Kisumu Road Behind Barclays Bank during normal working

1.3 A complete set of tender documents may be viewed and downloaded / obtained by interested tenderers for free from the website www.kakamegawater.co.ke and www.tenders.go.ke**.** Tenderers who download the tender document must forward their particulars immediately to **kacwasco@gmail.com** to facilitate any further clarification or addendum if need.

1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of (120) days from the closing date of the tender.

1.5 Completed tender documents in hard copies are to be enclosed in plain sealed envelopes marked with tender reference and be deposited in the Tender Box Marked "Tender Box" at the Company Offices in Kakamega off Kakamega Kisumu road or be addressed to**: The Managing Director, Kakamega County Water and Sanitation Company Limited P.O Box 1189-50100 KAKAMEGA. Tel. 056-2030355 so as to be received on or before Friday 25th September 2026 at 10:00am EAT**

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at KACWASCO headquarter's boardroom on **Friday 25th September 2026 at 10:00am EAT.**

1.7 Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances

For (**C.E.O, Kakamega County Water and Sanitation Company Limited** *)*

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS. **Page**

2.1 Eligible Tenderers ……5
2.2 Cost of tendering ……5
2.3 Contents of tender documents ……...5
2.4 Clarification of Tender documents ……6
2.5 Amendement of tender documents ……6
2.6 Language of tenders ……..7
2.7 Documents comprising the tender ……7
2.8 Form of tender ……...7
2.9 Tender prices ……7
2.10 Tender currencies ……..8
2.11 Tenderers eligibility and qualifications ……8
2.12 Tender security ……8
2.13 Validity of tenders ……9
2.14 Format and signing of tenders ……...10
2.15 Sealing and marking of tenders ……10
2.16 Deadline for submission of tenders ……...10
2.17 Modification and withdrawal of tenders ……....11
2.18 Opening of tenders ……11
2.19 Clarification of tenders ……..12
2.20 Preliminary Examination ……...12
2.21 Conversion to other currencies ……..13
2.22 Evaluation and comparison of tenders ……...13
2.23 Contacting the procuring entity ……14
2.24 Post-qualification ……..14
2.25 Award criteria ……...15
2.26 Procuring entities right to vary quantities ……15
2.27 Procuring entities right to accept or reject any or all tenders ……15
2.28 Notification of award ……....15
2.29 Signing of Contract ……...16
2.30 Performance security ……16
2.31 Corrupt or fraudulent practices ……16

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 procuring entity's 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 price to be charged for the tender document shall not exceed Kshs.5,000/=

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 Condtions 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 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 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.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

2.9.6 Price variation requests shall be processed by the procuring entity 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 in 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 Procuring entity'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.

2.12.2 The tender security is required to protect the Procuring entity 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.

b) Cash.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity 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 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 ," **Friday 25th September 2026 at 10:00 am**

2.15.3 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". —

2.15.4 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 2.15.2 no later than **Friday 25th September 2026 at 10:00 am**.

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, at the Corporations headquarter's boardroom on **Friday 25th September 2026 at 10:00 am.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 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 procuring entity's tender evaluation, tender comparision or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The 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 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 Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the 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 Procuring entity'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 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 Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
(a) ***Operational Plan.***

The 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 procuring entity'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 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, pursuant to paragraph 2.1.2, 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**

2.24.3 Subject to paragraph 2.29 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.

2.24.4 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 procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 2.29. 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 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 the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
Particulars of eligible tendrers	The tender is open to Eligible dealers and garages dealing in repair and service of motor vehicles. The framework agreement shall be for three (3) year subject with an annual review after one year.
Particulars of other currencies allowed	All Prices to be quoted in Kenya Shillings
Particulars of eligibility and qualifications documents of evidence required	Tender document shall be issued for free to the shortlisted bidders
Particulars of tender security if applicable.	Shall not be applicable
Particulars of post – qualification if applicable	Due diligence will be conducted to the most responsive bidders.
Particulars of performance security if applicable	**No Performance security shall be required. However, the successful bidder(s) shall be required to adhere to the Service Level Agreement forming part of the contract document**
Tender validity period	Tender shall remain valid for **120 days** after the date of tender opening prescribed in the tender notice
Sealing and Marking of tenders	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words "**DO NOT OPEN BEFORE Friday 25th September 2026 at 10:00 am**
Deadline for submission	Tenders to be received not later than **Friday 6th September 2026 at 10:00 am**
Prices quoted	The cost of service quoted for each category shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
	The prices quoted shall be fixed for a period of **three (3 No.)years**
Number of documents to be submitted	Only one "**ORIGINAL TENDER DOCUMENT"** will be submitted.
Opening of tenders	The place of opening is as indicated in the letter of invitation to Tender

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 4: Recommendation of award

Stage 1: Mandatory Requirements (MR)

No	Requirements	Tenderer's Response
MR 1	Provide copy of Certificate of Incorporation or Business Registration Certificate.	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender closing date or Tax exemption certificate issued by the same authority.	
MR 3	Provide a duly filled Confidential Business Questionnaire in the form provided in this tender document	
MR4	Provide copies of audited accounts for the company for the last two accounting years.	
MR 5	Provide evidence of registration by the Chief Engineer (Mechanical) issued by Ministry of Transport, Infrastructure, Housing & Urban Development	
MR 6	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 Services

No.	Evaluation Attributes	Weighted Score	Max Score (%)	Bidders Response	Remarks
1.0	**Security**		**12**		
1.1	Please describe; *Whether organization premises are covered by security CCTV Cameras; *The extent of their coverage (describe all areas covered by CCTV) *Whether arrangements exists for Off site monitoring of CCTV camera and who indicate who monitors?	*1 Mark if available *1 Mark if w/shop, perimeter wall, corridors covered. *1Mark if arrangements exist.			**Provide evidence through pictorials/other documents and statements**
1.2	Is (are) the organization premises boundary walls fitted with a security Razor Wire to deter intruders?	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			
1.3	Are all entrances to the premises fitted with security locks on doors? In case of other type of lock, please specify	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			
1.4	Are the organization premises fitted with an Intruder alarm(s)? And is the alarm monitored by an external security company? What back-up security measures exists (if any?) Provide documentary evidence from service provider	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			
2.0	**Insurance**		**15**		
2.1	Provide a copy of a valid insurance policy held for				

	premises for: 1) Theft 2) Fire 3) Workman'scompensation 4) Damage to Equipment or Vehicles	4marks; 4marks 4marks 3marks;			**Provide documentary evidence**
3.0	**Tools & Equipment**		**17**		
3.1	Provide list of tools/equipment with proof of ownership				
3.2	Is your workshop equipped with a Hoist, Ramp(s) or inspection pit? Provide documentary evidence with proof of ownership	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			**Provide documentary evidence**
3.3	Is your workshop equipped with an automotive technical trouble	With evidence -3 Marks			
	shooting tools? i.e diagnostic machine(s)? Provide documentary evidence with proof of ownership	Without documentary evidence but indicates – 1mark No details-0marks			
3.4	Doesyourworkshophavesafetyjacks forusewhileworkingundervehicles? Provide documentary evidence with proof ofownership	With evidence -2 Marks Without documentary evidence but indicates – 1mark No details-0marks			
3.5	Does your workshop have a spray painting booth(s) which is/are certifiedandwithauditableinspection records. Provide documentary evidence with proof of ownershipand inspection records	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			
3.6	Is your workshop equipped with an electronic wheel alignment gauge(s)? Provide documentary evidence with proof of ownership	With evidence -3 Marks Without documentary evidence but indicates – 1mark			

		No details-0marks			
3.7	Is your workshop equipped with a wheel balancing machine(s) Provide documentary evidence with proof of ownership	With evidence -3 Marks Without documentary evidence but indicates – 1mark No details-0marks			
4.0	**Experience**		**20**		
4.1	Years of active business	• 5 or more years: 5marks • Others prorated at:Number of years x5 / 5			
4.2	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	• 5 or more clients: 15marks • Others prorated at: Number of client's x 15 / 5			
5.0	**Location of Premises/garage**		**10**		
5.1	Radius Distance (Km) of the garage/premises from any of the Branches and Currency centres (Nairobi Head Office, Kenya School of Monetary Studies, Kisumu, Eldoret, Mombasa Nakuru, Nyeri, Meru and Kisii)	0.5<10km – 10 marks 11<20km-7 mark Above 21km- 2marks			
6.0	**Personnel**		**16**		
6.1	At least 5 Qualified personnel particularly mechanics with minimum qualifications of Grade II Certificate in mechanics from a recognised Training Institution. (Attach relevant certificates & CVs to support)	• 5 or more qualified technicians:16% • Others prorated at: No. of technicians x 16 / 5			
7.0	**Financial Stability**		**10**		

7.1	a) ProfitabilityMargin	A margin above 30% will score -5 mks; 10-29 % - 4 Mks; <10% but >1 -3 Mks; < 1%- 0 Marks			
7.2	b) Liquidity	2:1 – 5Marks 1:1 – 3Marks < than 1:1 –No Marks			
Total			**100%**		

NOTE

- Profitability Margin = $\frac{\text{EBIT}}{\text{Gross Revenue/ Sales}}$
- Current Ratio = $\frac{\text{CurrentAssets}}{\text{CurrentLiabilities}}$
- **EBIT** =Earnings before Interest and Taxes

Tenderers should note that only tenders that **score 70% and above** on the Technical Evaluation will qualify to have their financial bids evaluated. Those scoring below 70% will not be evaluated further and will be disqualified.

Stage 3: Financial Evaluation (Price)
Price comparison will be done at this stage

Stage 4: Recommendation of award

a) For every **Make/Model** of the vehicle lowest evaluated garages will be recommended for award of a Three (3) year framework contract for the Provision of repair and maintenance service of motor vehicles KACWASCO. Normal service/ spares will be procured from contracted garages through **call –offs** when necessary.
b) A **mini competition** may be carried out among the garages that will qualify for the Framework Contract on spares not captured in the tender document.

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS **Page**

3.1	Definitions	27
3.2	Application	27
3.3	Standards	27
3.4	Use of contract documents and information	27
3.5	Patent Rights	27
3.6	Performance security	28
3.7	Inspections and tests	28
3.8	Payment	29
3.9	Prices	29
3.10	Assignment	29
3.11	Termination for default	29
3.12	Termination for insolvency	30
3.13	Termination for convenience	30
3.14	Resolution of disputes	30
3.15	Governing language	30
3.16	Force majeure	30
3.17	Applicable law	31
3.18	Notices	31

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 superceded 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 requirements

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design tights arising from use of the services under the contract or any part thereof .

3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 Procuring entity 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 Procuring entity 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 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.

3.7 Inspections and Tests

3.7.1 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.

3.7.2 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 Procuring entity.

3.7.3 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.

3.7.4 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**

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

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's 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.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 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.

3.13.2 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.

3.14 Resolution of disputes

The procuring entity'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.

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 refered for resolution to the formal mechanisms specified in the SCC.

3.15 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.

3.16 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.

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or 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 & repairs services for KACWASCO Motor vehicles (Garages) under Framework Agreement for a period of Three (3) years
3.6	No Performance security shall be required
3.8	Payment to the successful bidder shall be on the basis of an invoice, LSO and requisition for the executed service. LSO and Requisitions shall contain details of services offered while invoices shall be for the value of services provided in accordance with the contract signed with the successful bidder. LSO and Requisitions shall be approved by KACWASCO before a service is offered. KACWASCO will mutually negotiate and agree with the tenderer on the terms of payment.
3.9	No variations will be payable on grounds of exchange rate fluctuations as the mandatory currency of the Tender is the Kenya Shilling.
3.11	Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.
3.14	Disputes will be referred to Arbitration in line with Arbitration Act. Parties will appoint an Arbitrator.
3.19	The language of all correspondence and documents related to the bid is: **English** unless explicitly specified in the technical Requirement section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The contract shall be interpreted in accordance with the Laws of Kenya

Procuring entity address	Procuring entity address – **Chief Executive Officer, Kakamega County Water and Sanitation Company,** **P. O. Box 1189 -50100,** **Kakamega, Kenya** **Tel 056-2030355** **Email: kacwasco@gmail.com** **Website: kakamegawater.co.ke**

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 The service provider should allow progressive checks of repairs on the motor vehicles by assigned staff from the company.

4.4. 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.

4.5 Contract Period

The Contract with the successful bidder(s) shall be for a period of **Three (3) years** with an annual review after one year.

4.6 Penalty for non-performance

In the event the repairs or services provided by the service provider fall below the agreed standards, KACWASCO 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 KACWASCO will initiate the process of terminating the contract.

SECTION V DESCRIPTION OF SERVICES

5.0.Particulars

This tender covers the procurement of services for Provision of Maintenance & Repair Services for KACWASCO Motor vehicles. KACWASCO currently has a fleet of 9 motor vehicles and 20 motorcycles distributed across Head Office, Areas and Schemes. The table overleaf gives the minimum clause-by-clause technical specification. Bidders are required to duly fill the table under the "Bidder's Response" column to respond, irrespective of any attachments included. Failure to conform to this condition will render the bid being treated as non-responsive.

5.1 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/repaired. 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.

5.2 Specific Technical Requirements

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

5.2.1 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
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

6.1.1 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 freeplay 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

6.1.1 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

SECTION VI – SCHEDULE OF REQUIREMENTS/PRICES

No.	Model/Make	Approximate number of Motor vehicles	Service "A" (**Minor**)		Service "B"(**Medium**)		Service "C" (**Major**)	
			Cost Kshs .	Duration (Hrs)	Cost Kshs.	Duration (Hrs)	Cost Kshs.	Duration (Hrs)
Lot A : TOYOTA VEHICLES								
1.	Toyota Prado - Station Wagon	1						
2.	Toyota – Hilux Double cab	5						
3.	Toyota –Pick up	1						
Lot B : ISUZU VEHICLES								
1.	Isuzu FVZ- Exhauster	1						
2.	Isuzu- Water bowser	1						
MOTOR CYCLES								
1	KIBO MOTOR BIKES	10						
2.	BOXER	4						

All prices include labour, parts, consumables, lubricants and VAT.
NB: - Mention the duration of attending to the motor vehicle or lead time (use of genuine parts only)

SECTION VII: PRICE SCHEDULE OF OTHER PARTS.

Tenderers are required to provide quotation of genuine parts for each vehicle that are commonly required from time to time. The prices will only be used to guide the procuring entity make an informed decision whenever the parts are required for replacement during the service or outside the scheduled service. Some of the commonly required parts are provided below. Bidders are encouraged to provide quotations for the parts.

3. WIPER BLADES						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Frame-Style Wipers			Each		
2	Winter wiper blades					
3	Beam-Style Wipers					
4	Rear wipers for the 4X4					

4. SUSPENSION SYSTEM						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Replace Front shock absorbers			Each		
2	Replace Rear shock absorbers					
3	Replace Arm Bush					
4	Replace Rack end					
5	Replace Tire Rod end					
6	Replace Steering Rack Assy					

5. PAINT JOB						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks

1	Whole vehicle respray			Each		
2	Dent repair and respray					

6. WHEEL ALIGHNMENT / BALANCING						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Basic wheel alignment			Each		
2	Camber adjustment/alignment					
3	Computerized wheel balancing					

7. MIRRORS						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Windscreen			Each		
2	Replace Side mirror (LHS)					
3	Replace Side mirror (RHS)					
4	Replace Rear View Mirror,					
5	Replace Side Mirror Housing with Mirror					
6	Replace Door Window Glass					

8. SEAT BELTS						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Fit new seat belts			Each		
2	Repair Seat Belts					
3	Repair Seat Belt Bracelet					
4	Replace Seatbelt.					

9. SPEED LIMITER						
No.	Items description	Vehicle Type/ Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Fit speed limiter			Each		
2	Replace Speed Limiter					
3	Repair Speed Limiter					

10. PUNCTURE REPAIR						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Repair puncture on the tube			Each		
2	Repair of puncture on tubeless tyre					
3	Replace Nozzles					

11. BRAKE SYSTEM						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Replace brake Disc			Each		
2	Replace brake Drum					
3	Replace brake Pads (Rear)					
4	Replace brake Pads (Front)					
5	Replace Brake Lining (Rear)					
6	Skimming: Rear Brake disc					
7	Skimming: Front Brake Lining					

12. ENGINE COMPONENTS						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Replace Fan belt			Each		
2	Replace Timing Belt					
3	Replace V-Belt					
4	Replace Spark Plugs					
5	Replace tensioner Assy					

13. FILTERS						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Replace air conditioner Filter			Each		
2	Replace Pollen Filter					

14. LIGHTING SYSTEM						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Replace Head Lamp (LHS)			Each		
2	Replace Head Lamp (RHS)					
3	Replace Tail light (LHS)					
4	Replace Tail light (RHS)					
5	Replace Corner Light (LHS)					
6	Replace Corner Light (RHS)					
7	Replace Bulb (interior)					
8	Replace Bulb (external)					

15.OTHERS						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks

1	Replace wheel Cap			Each		
2	Replace Back Door Lock Assy					
3	Clean Foggy Headlights					

CAR BODY WASH						
No.	Items description	Vehicle Type / Model	Item Specification	Unit of Issue	Unit Cost	Remarks
1	Executive Car wash			Each		
2	Standard Car Wash					

Detailed Interior Cleaning						
1	Toyota Prado			Each		
2	Double cab					
3	Pick Up					
4	Water bowser					
5	Exhauster					

CAR ENGINE WASH						
1	Toyota Prado			Each		
2	Double cab					
3	Pick Up					
4	Water bowser					
5	Exhauster					

CAR IDENTITY						
1	Insert car identity on single mirror			Each		
2	Insert car Identity on all mirrors					

ROAD RESCUE SERVICE

1	Towing and recovery services			Each		

Note:
1. The cost of service quoted should be for comprehensive service that includes replacement of parts and consumables as detailed in Section VI above. 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.

Our tender will remain valid for 120 days from the date of Tender opening.

Signedby:_____Authorized signatory on behalf of the bidder**.STAMP**_____

SECTION VIII- STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Bank guarantee for advance payment
7. Declaration form

FORM OF TENDER

Date_____
Tender No._____

To……..

……..

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20
[signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of_____

CONTRACT FORM

THIS AGREEMENT made the ___day of _____20____between……[name of procurement entity] of …….[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and ……[name of tenderer] of …….[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain 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 spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical Specifications;
    (d) the General Conditions of Contract;
    (e) the Special Conditions of Contract; and
    (f) the Procuring entity's Notification of Award.

3. In consideration of the 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_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....
Location of Business Premises .....
Plot No, ...Street/Road.....
Postal address .....Tel No. .....Fax Email.....
Nature of Business .....
Registration Certificate No. .....
Maximum value of business which you can handle at any one time – Kshs.....
Name of your bankers.....
Branch.....

	Part 2 (a) – Sole Proprietor Your name in full…….Age……. Nationality……Country of Origin…….. Citizenship details ……..
	Part 2 (b) – Partnership Given details of partners as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name Nationality Citizenship details Shares 1. …… 2. …… 3. …… 4. ……
	Date…….Signature of Candidate……..

TENDER SECURITY FORM

Whereas ……..[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated……..[date of submission of tender] for the provision of ……..

[name and/or description of the services]

(hereinafter called "the Tenderer")……..

KNOW ALL PEOPLE by these presents that WE……

Of……having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto……

[name of procuring entity](hereinafter called "the procuring entity") in the sum of ……..

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the arnouut claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: ……..

[name of the Procuring entity]

WHEREAS…….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to

supply……..

[Description services](Hereinafter called "the contract")

AND WHEREAS it bas 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]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[name of tender]……

Gentlemen and/or Ladies:

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

……

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of …… *[amount of guarantee in figures and words]*. We,the ……

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

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 of ……..20…….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 of ……....20….……

SIGNED
Board Secretary