



**REPUBLIC OF KENYA
COUNTY GOVERNMENT OF MANDERA
MANDERA MUNICIPALITY**

TENDER DOCUMENT

FOR

**FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF
SPAREPARTS, REPAIR AND SERVICING OF MOTOR VEHICLES AND
MOTORCYCLE**

IN

**MANDERA
MUNICIPALITY**

MCG/MM/OT/FA/08/2025-2028

JUNE, 2026

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INVITATION TO TENDER

PROCURING ENTITY: MANDERA MUNICIPALITY, P.O. BOX 88 – 70300 MANDERA

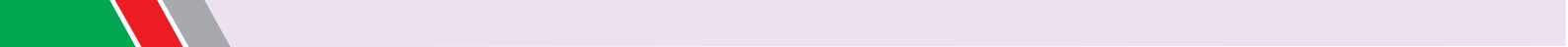
CONTRACT NAME AND DESCRIPTION: FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF SPAREPARTS, REPAIR AND SERVICING OF MOTOR VEHICLES AND MOTORCYCLE

MANDERA MUNICIPALITY

1. 1.1 The MANDERA MUNICIPALITY invites sealed tenders FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF SPAREPARTS, REPAIR AND SERVICING OF MOTOR VEHICLES AND MOTORCYCLE
2. 1.2 Eligible prospective candidates may obtain further information from the office of the Director supply chain management services at the county headquarters building in green county during normal working hours and/or via email on procurement@mandera.go.ke.
3. 1.3 Invitation to tender containing detailed information, tender numbers and the tender documents can also be downloaded free of charge at the county's website www.mandera.go.ke.
4. 1.4 Completed set of tender documents (in original and copy) enclosed in a sealed envelope clearly marked with the tender name and tender number must be delivered to the address below so as to be received on or before **FRIDAY, 19TH JUNE 2026 at 10.00 Am.**
5. 1.5 Tenders to be opened immediately after the deadline date and time specified above or any deadline date or time specified later. Tenders will be publicly opened in the presence of the tenderers' designated representatives who choose to attend at the address below
6. 1.6 Late tenders submitted after deadline will be rejected

**MANDERA MUNICIPALITY
P.O BOX 88-70300
MANDERA
COUNTY MUNICIPAL OFFICE**

HEAD OF SUPPLY CHAIN MANAGEMENT SERVICE -MANDERA MUNICIPALITY



PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender

- 11 The Procuring Entity as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.
- 12 Throughout this tendering document:
- a) the term —in writing^l means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, —singular^l means —plural^l and vice versa;
 - c) —Day^l means calendar day, unless otherwise specified as —Business Day^l. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2. Fraud and Corruption

- 21 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 —Declaration not to engage in corruption^l. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 22 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the —Certificate of Independent Tender Determination^l annexed to the Form of Tender.
- 23 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3. Eligible Tenderers

- 31 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITT3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same - representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 37 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.
- 310 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 goods under this Invitation for tenders.

- 311 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 312 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 313 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 41 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 42 For purposes of this ITT, the term —goods| includes commodities, raw material, machinery, equipment, and industrial plants; and —related services| include services such as insurance, installation, training, and initial maintenance.
- 43 The term —origin| means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 44 A procuring entity shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5 Sections of Tendering Document

- 51 The tendering document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT8.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tendering Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Supply Requirements

- v) Section V - Schedule of Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

- 52 The notice of Invitation to Tender or the notice to the prequalified Tenderers issued by the Procuring Entity is not part of the tendering document.

- 53 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT7.
- 54 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6 Clarification of Tendering Document

- 61 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 7.
- 62 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 63 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 65 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7 Amendment of Tendering Document

- 71 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 72 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 7.1.
- 73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

- 81 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9. Language of Tender

- 91 The Tender, 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. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10. Documents Comprising the Tender

- 101 The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT11;
 - b) Price Schedules: completed in accordance with ITT 11 and ITT 88;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
 - d) Alternative Tender: if permissible, in accordance with ITT12;
 - e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT19.3;
 - f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
 - g) Tenderer Eligibility: documentary evidence in accordance with ITT16.1 establishing the Tenderer eligibility to tender;
 - h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
 - i) Conformity: documentary evidence in accordance with ITT15.2 that the Goods and Related Services conform to the tender document; and
 - j) any other document required in the **TDS**.
- 102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 103 The Tenderer shall furnish in the Form of Tender information on commissions gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

- 111 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialise pages of all tender documents submitted.

12. Alternative Tenders

- 121 Unless otherwise specified **in the TDS**, alternative Tenders shall not be considered.

13. Tender Prices and discounts

- 131 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.
- 132 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 133 The price to be quoted in the Form of Tender in accordance with ITT10.1 shall be the total price of the Tender, including any discounts offered.
- 134 The Tenderer shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

- 135 Prices quoted by the Tenderer shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 28. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 136 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 88.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 137 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.
- 138 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:
- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the- shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified **in the TDS**.
 - b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified **in the TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified **in the TDS**;
 - c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the TDS**.
 - d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

141 The currency (ies) of the Tender, the currency (ies) of award and the currency (ies) of contract payments shall be the same.

142 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

143 The rates of exchange to be used by the Tenderer shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15 Documents Establishing the Eligibility and Conformity of the Goods and Related Services

151 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

154 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the Procuring Entity.

155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16 Documents Establishing the Eligibility and Qualifications of the Tenderer

161 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

162 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:

- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
- b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

171 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

172 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 17.3.

173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS**

days beyond the expiry of the initial tender validity period, the Contract price shall be determined as follows:

- a) in the case of **fixed price** contracts, the Contract price shall be the tender price adjusted by the factor specified **in the TDS**;
- b) in the case of **adjustable price** contracts, no adjustment shall be made; or in any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

- 181** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 182** A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 183** If a Tender Security is specified pursuant to ITT 18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a letter of credit; or
 - v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
- 184** If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 17.2.
- 185** If a Tender Security is specified pursuant to ITT 18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 186** If a Tender Security is specified pursuant to ITT 18.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 187** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 188** The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a Performance Security in accordance with ITT 46.
- 189** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 1810** The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT3.1 and ITT 10.2.
- 1811** A tenderer shall not issue a tender security to guarantee itself.

19. Format and Signing of Tender

- 191 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it —ORIGINAL. Alternative Tenders, if permitted in accordance with ITT 12, shall be clearly marked —ALTERNATIVE. In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them —COPY. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 192 Tenderers shall mark as —CONFIDENTIAL information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 193 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 194 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by each members' legally authorized representatives.
- 195 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 201 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked —ORIGINAL, all documents comprising the Tender, as described in ITT 11; and
 - b) in an envelope or package or container marked —COPIES, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 12, and if relevant:
 - i) in an envelope or package or container marked —ORIGINAL —ALTERNATIVE TENDER, the alternative Tender; and
 - ii) in the envelope or package or container marked —COPIES- ALTERNATIVE TENDER, all required copies of the alternative Tender.
- 202 The inner envelopes or packages or containers shall:
- a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 203 Where a tender package or container cannot fit in the tender box, the procuring entity shall:
- a) Specify in the **TDS where** such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 204 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 211 Tenders must be received by the Procuring Entity at the address and no later than the date and

time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.

- 212 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

- 221 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

- 231 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked —WITHDRAWAL,|| —SUBSTITUTION,|| or —MODIFICATION;|| and
 - b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

- 233 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

- 234 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

24 Tender Opening

- 241 Except as in the cases specified in ITT 23, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified **in the TDS**.

- 242 First, envelopes marked —WITHDRAWAL|| shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the —power of attorney|| confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 243 Next, envelopes marked —SUBSTITUTION|| shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

- 244 Next, envelopes marked —MODIFICATION|| shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

- 245 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.

- 246 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bills of Quantities are to be initialed by the members of the tender opening committee attending the opening. The number of representatives of the Procuring Entity to sign shall be specified in the **TDS**.
- 247 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 248 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required;
 - e) number of pages of each tender document submitted.
- 249 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 251 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 252 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 253 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26. Clarification of Tenders

- 261 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 30.

If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

- 271 During the evaluation of Tenders, the following definitions apply:
- a) —Deviation¹ is a departure from the requirements specified in the Tendering document;
 - b) —Reservation¹ is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) —Omission¹ is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

- 281 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of

the Tender itself, as defined in ITT28.2.

28 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

282 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

283 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

291 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

292 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**. The adjustment shall be based on the **average** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

30. Arithmetical Errors

301 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.

302 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive .
- b) 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. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

303 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in a

32 Margin of Preference and Reservations

- 321 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.
- 322 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a procuring entity shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 323 A margin of preference shall not be allowed unless it is specified so in the **TDS**.
- 324 Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups as provided in ITT 32.5.
- 325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33 Evaluation of Tenders

- 331 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
 - b) the lowest evaluated price.
- 332 Price evaluation will be done for Items or Lots (contracts), as specified **in the TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 88.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 333 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 334 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 335 The Procuring Entity's evaluation of a Tender will include and consider:

- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

336 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34 Comparison of Tenders

341 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders

351 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price.

352 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

353 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

36 Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before

37. Post-Qualification of the Tenderer

371 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

372 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

373 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

381 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

39. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

391 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 notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

401 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Procuring Entity's Right to Vary Quantities at Time of Award

411 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated in the TDS.

42. Notice of Intention to enter into a Contract

Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and

- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

- 431 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 432 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

- 441 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 442 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

46. Signing of Contract

- 461 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 462 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 463 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

- 471 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 472 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next lowest Evaluated Tender.
- 473 Performance security shall not be required for a contract, if so specified in the **TDS**.

48. Publication of Procurement Contract

- 481 Within fourteen days after signing the contract, the Procuring Entity shall publish and publicize the awarded contract at its notice boards, entity website; and on the Website of the Authority in manner and format prescribed by the Authority. At the minimum, the notice shall contain the following information:
 - a) name and address of the Procuring Entity;
 - b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;

- c) the name of the successful Tenderer, the final total contract price, the contract duration.
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: MCG/OT/FA/019/2025-2026 The Procuring Entity is: MANDERA MUNICIPALITY The name of the Contract is: FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY OF SPAREPARTS, REPAIR AND SERVICING OF MOTOR VEHICLES AND MOTORCYCLE The number and identification of lots (contracts) comprising this Invitation for Tenders is: NOT APPLICABLE
ITT 1.2(a)	Electronic –Procurement System – NOT APPLICABLE The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: The electronic-procurement system shall be used to manage the following aspects of the Tendering process:
ITT 2.3	The Information made available on competing firms is as follows: Not Applicable
	The firms that provided consulting services for the contract being tendered for are: Not Applicable
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: five (5) (max. 3) for this NOT APPLICABLE
ITT 3.7	A list of debarred firms and individuals is available on the PPRA's website: www.ppra.go.ke
ITT 3.11	Tenderers shall be required to be to be registered with ----- ----- NOT APPLICABLE
B. Contents of Tendering Document	
ITT 6.1	(a) Address where to send enquiries is P.O. BOX 88-70300, NAIROBI, mandera.go.ke to reach the Procuring Entity not later than 2ND MARCH 2026 AT 17HOURS.
ITT 6.2	A pre-tender conference will not be CONDUCTED
ITT 6.3	The questions to reach the Procuring Entity not later than N/A
ITT 6.5	The Minutes of the Pre-Tender meeting shall be published on the at the website N/A
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: AS PER EVALUATION CRETERIA
ITT 12.1	Alternative Tenders SHALL NOT BE CONSIDERED
ITT 88.5	The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
ITT 88.6	Prices quoted for each lot (contract) shall correspond at least to NOT APPLICABLE percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to NOT APPLICABLE percent of the quantities specified for this item of a lot.
ITT 88.8 (a) (i)	Place of final destination: MANDERA COUNTY HEADQUARTERS BUILDING

ITT Reference	Particulars Of Appendix To Instructions To Tenders
and (iii)	GROUND FLR
ITT 88.8 (a) (iii)	Final Destination (Project Site): NOT APPLICABLE
ITT 88.8 (b) (i)	Named place of destination, in Kenya is NAIROBI CITY
ITT 88.8 (b) (ii)	Price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is MANDERA TOWN
88.8 (c) (iv)	Place of final destination (Project Site) is NOT APPLICABLE
ITT 14.2	Foreign currency requirements not allowed .
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
ITT 16.2 (a)	Manufacturer's authorization is: REQUIRED
ITT 16.2 (b)	After sales service is: N/A
ITT 17.1	The Tender validity period shall be 126 days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be MAXIMUM OF 30days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By <u> 0 </u>% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By <u> 0 </u>% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 18.1	A Tender Security shall NOT be required. A Tender-Securing Declaration shall not be required.
ITT 19.1	In addition to the original of the Tender, the number of copies is: NONE
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: LETTER OF POWER OF ATTORNEY FROM THE COMMISSIONER OF OATHS AUTHORISING A STAFF OF A BIDDER TO TRANSACT ON BEHALF OF THE COMPANY.
	D. Submission and Opening of Tenders
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: _____
ITT 21.1	For Tender submission purposes only, the Procuring Entity's address is: MANDERA COUTNY HEADQAURTERS BUILDING GROUND FLR Attention: DIRECTOR SUPPLY CHAIN Postal Address: 88-70300 Physical Address: City, Street, Building name, Floor Number and Room number. MANDERA COUTNY HEADQAURTERS BUILDING GROUND FLR The deadline for Tender submission is: Date: WEDNESDAY, 11TH MARCH 2026 Time: 10:00 a.m. Tenderers shall not have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: NOT APPLICABLE
ITT 24.1	The Tender opening shall take place at: Attention: DIRECTOR SUPPLY CHAIN MANAGEMENT Postal Address: 88-70300 MANDERA Physical Address: MANDERA COUNTY HEADQAURTERS BUILDING GROUND FLR

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Date: WEDNESDAY, 11TH MARCH 2026 Time: 10:00 AM The electronic Tender opening procedures shall be: NOT APPLICABLE
ITT 24.6	The number of representatives of the Procuring Entity to sign is TENDER OPENING COMMITTEE.
E. Evaluation and Comparison of Tenders	
ITT 29.3	The manner of rectify quantifiable nonmaterial nonconformities described below: NOT ALLOWED
ITT 31.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS The source of exchange rate shall be: NOT APPLICABLE The date for the exchange rate shall be: NOT APPLICABLE
ITT 32.3	A margin of preference and/or reservation shall not apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.
ITT 32.5	The invitation to tender is extended to the following group that qualify for Reservations NOT APPLICABLES who shall be duly registered with NOT APPLICABLE
ITT 33.2	Price evaluation will be done for NOT APPLICABLE
ITT 33.2 (d)	Additional evaluation factors are AS PER THE EVALUATION CRETERIA
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: Deviation in Delivery schedule: No. (a) Deviation in payment schedule: No. (b) The cost of major replacement component, mandatory spare parts, and service: NO (c) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender YES- SPARE PARTS MUST BE AVAILABLE IN KENYA. (d) Life cycle costs: the costs during the life of the goods or equipment YES- ONE YEAR (e) the performance and productivity of the equipment offered; YES- ONE YEAR.
F. Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased is: 0% The maximum percentage by which quantities may be decreased is: 0%
ITT 41.1	The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed <u> 0 </u> % and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security if so required shall be in the sum of MAX. 10% OF THE TOTAL CONTRACT SUM.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the —Notice of Intention to Award the Contract herein and are also available from the PPRA Website www.ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Title/position: DIRECTOR SUPPLY CHAIN MANAEGMENT Procuring Entity: MANDERA MUNICIPALITY Email address: PROCUREMENT@MANDERA.GO.KE In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity’s decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

- 11** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 12** This section contains the criteria that the Procuring Entity Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

21 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined,

as the case may be, in accordance with the ITT 88.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

q) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

22 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

		POINTS
1.	PRELIMINARY EVALUATION	MUST MEET
2.	MANDATORY REQUIREMENTS FOR ELIGABLE COMPANIES	MUST MEET
a)	The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.	YES/NO
b)	Dully filled tender documents must be serialized chronologically and sequentially in the format of 1,2,3,4,5.....	YES/NO
c)	Duly filled, signed and stamped certificate of independent tender determination	YES/NO
d)	Duly filled, signed and stamped form of tender	YES/NO
e) f)	Duly filled, signed and stamped form of power of attorney	YES/NO
g)	Must submit a dully filled up self-declaration that the tenderer is not debarred in the format provided	YES/NO
h)	Must submit a dully filled up self-declaration that the tenderer will not engage in any corrupt or fraudulent practice in the format provided	YES/NO
i)	Duly filled, signed and stamp form of declaration and commitment to the code of ethics	YES/NO
j)	Submit a Certified Copy of Current Single Business permit	YES/NO
k)	Submit a Certified Copy of Certificate of Incorporation under the company Act AND the current CR12	YES/NO
l)	Submit Certified Copy of PIN/VAT	YES/NO
m)	Submit Valid certified copy of Tax Compliance Certificate from KRA	YES/NO
n)	Completed proposal must be returned in one (1) original and 1 (1) copy clearly marked and bound.	YES/NO

NOTE:

- The firms that fulfill all the mandatory requirements will proceed to stage two of the evaluation which is technical in nature.

- Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation Criteria and marks assigned as indicated below:

STAGE TWO: TECHNICAL EVALUATION

- ☐ All eligible companies will be required to submit evidence for the following Technical evaluation:

A. TECHNICAL MANDATORY

No.	REQUIREMENTS	Scorecard (100 Marks)	B1	B2	B3	B4	B5	B6	B7
1	Previous experience (attach 5 letter of recommendation/LSO /award)	20Marks							
2	Mechanical tool-proof of ownership	4 Marks							
3	Hydraulic jacks and hydraulic press-proof of ownership	4 Marks							
4	Welding equipment-proof of ownership	4 Marks							
5	Spray painting equipment-proof of ownership	4 Marks							
6	Panel beating equipment's-proof of ownership	4 Marks							
7	Motor vehicle mechanics-atleast craft certifiacate in mechanical engineering(auotmative option)	5Marks							
8	Diesel engine mechanics (atleast craft certifiacate in mechanical engineering(auotmative option)	5Marks							
9	Motor vehicle electrician (at least craft certificate)	5Marks							
10	Welders/fabricators/panel beaters -(at least craft certificate)	5Marks							
11	Letter of credit facility from financial institutions	4Marks							
12	Copy of bank statements of the last months	6 Marks							
88	Last three years audited financial reports 2023,2024 and 2025	30 Marks							
	Total	100 marks							

a) Technical evaluations scores

This sections (technical evaluation) will be marked out of 100 and will be determined the technical scorers (TS). Note: at this stage any firm that failed to score 70% shall NOT be evaluated further **(pass mark is 70)**

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

221 Evaluation of Technical aspects of the Tender

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The Procuring Entity shall determine whether the Tenders are substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

The Procuring Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 88.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the —Earliest Delivery Date specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

b) Deviation in payment schedule. [insert one of the following]

- i. tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall 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 and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.

or

- ii. The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the followings]

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The Procuring Entity will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

or

Tenderer shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operation specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tender evaluation. The Procuring Entity may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities against each as the Procuring Entity may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ----% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to the Procuring Entity of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

- e) Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

[Note to Procuring Entity: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.]

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- i) number of years for life cycle cost determination *[insert the number of years of economic life of Goods];*
- ii) the discount rate to be applied to determine the net present value of the life-cycle-cost is *[insert the discount rate];*
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology E.G. This should include factors that will be used for determination of life-cycle- cost such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usage such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];*
- iv) and the following information is required from tenderers *[insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].*

f) Performance and productivity of the equipment: [insert one of the followings]

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

[Insert the methodology and criteria if applicable e.g. The Following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; ii) Price of spare parts required for AAA years of operations, iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; iv) Capitalized cost savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY % (percent) above the minimum ZZZ % (percent) efficiency; v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and vi) Applicable discount rate of BBB%.]

or

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total life cycle cost for XXX years, per unit of output. The life cycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at unit cost of AAA (specify currency and amount) per kwh, discounted to net present value at YYY percent.]

g) Specific additional criteria

[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6][If specific **sustainable procurement technical requirements** have been specified in Section VII-Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]

224. Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and

Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

225 Alternative Tenders

(ITT 88.1) *An alternative if permitted under*

ITT 88.1, will be evaluated as follows: [insert one of the following]

—A Tenderer may submit an alternative Tender only with a Tender for the base case. The Procuring Entity shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest Evaluated Tender.¶

or

—A Tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 33.¶

3 MARGIN OF PREFERENCE

- 31** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi-processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.
- 32** The margin of preference will be applied in accordance with, and subject to, the following provisions:
- a)** Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.
 - b)** After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
 - i)** **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and (b) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender Submission date;
 - ii)** **Group B:** All other Tenders offering Goods manufactured in Kenya;
 - iii)** **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
 - c)** To facilitate this classification by the Procuring Entity, the Tenderer shall

complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.¶

4 Post-Qualification of Tenderers (ITT 37)

[Note for Procuring Entity to be deleted before issuing the tender documents.]

This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub- Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]

41 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NO GO basis). The Procuring Entity shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

[Note for Procuring Entity to be deleted before issuing the tender documents.]

Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].

42 If the Tenderer is a manufacturer

a) Financial Capability

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means

- (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings_____ [or
- ii) Minimum average annual supply turnover of Kenya Shillings_____ *[insert amount, specify a figure about 2.5 times the total Tender price)]* or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied within the last _____ *[insert number of years]*. In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words —Similar Goods have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:

- i) The Tenderer shall be manufacturing similar Goods for the last _____ *(specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Goods to be procured).*
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____ *(Insert number)* of contracts of similar Goods in the last _____ *(specify number)* each contract costing at least Kenya shillings _____ equivalent and involving a supply of at least _____ percentage of required quantity *(usually the percentage is about 70-80%) in some cases where Procuring Entity requires deliveries in a scheduled manner over a specified time, include item (iii) below.*
- iii) **(Optional)** The installed capacity to manufacture _____ number of items *(specify the relevant item number)* shall not be less than _____ units per _____ *(specify week or month).*

c) (Optional) Documentary Evidence of Usage of Goods (When appropriate)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last _____ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

43 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goods on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings
-
- ii) Minimum average annual supply turnover of Kenya Shillings *[insert amount]* or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last *[insert of year]* years, divided by *[insert number of years]* years.
- iii) Has satisfactorily and substantially completed at least _____ (*specify number*) contract(s) of a similar nature either within Kenya, the East African Community or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya shillings _____ equivalent.
-

44 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last _____ (*specify years*). The required information shall be furnished as per form CON-2].

45 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (*specify years*). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form

Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods

Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya

Price and Completion Schedule – Related Services Form of Tender Security – Demand

Guarantee Form of Tender Security (Tender Bond)

Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission]

Tender Name and Identification:.....[insert identification] **Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

To..... [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration.
or
Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- f) **Discounts:** The discounts offered and the methodology for their application are:

- i) The discounts offered are: *[Specify in detail each discount offered.]*
- ii) The exact method of calculations to determine the net price after application of

discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate —none.!!)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.
- (q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this

effect we have signed the —Certificate of Independent tender Determination attached below.

- (i) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: *[insert complete name of the tenderer]

Name of the person duly authorized to sign the Tender on behalf of the tenderer:
**[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender] **Signature of the person named above:** [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

**: Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the_MANDERA MUNICIPALITY for:_____

_____[Name
and number of tender] in response to the request for tenders made by:_____

_____[Name of
Tenderer] do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of _____[Name of
Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word —competitor shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name_____

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I of Post Office Box being
a resident of in the Republic of.....do hereby
make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*insert tender title/description*) for MANDERA MUNICIPALITY and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box.....being a resident of..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for MANDERA MUNICIPALITY and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MANDERA MUNICIPALITY which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of MANDERA MUNICIPALITY
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (***Name of the Business/ Company/Firm***).....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 11 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 21 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 22 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
 - 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

23 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) —corrupt practice¹ is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) —fraudulent practice¹ is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) —collusive practice¹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) —coercive practice¹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) —obstructive practice¹ is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process,

selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a —Self-Declaration Form¹ as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification.....*[Insert identification*

Alternative No.: *[insert identification No if this is a Tender for an alternative]* Page_____of_____pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)
 Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in(Name of Procuring Entity has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest Relationship or with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture]].

Date:.....*[insert date (as day, month and year) of Tender submission]*.

Tender Name and Identification:.....*[insert identification Alternative No.:.....[insert identification No if this is a Tender for an alternative].*

Page _____ of _____ pages

1.	Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5.	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6.	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7.	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called "the Tender") for the execution of _____ under Request for Tenders No. _____ (—the ITT).
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (—the Tender Validity Period), or any extension thereto provided by the Applicant; or
 - b) *Name of tenderer [insert complete name of tenderer]* *Signature of tenderer [signature of person signing the Tender]* *Date [Insert date]* having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called —the tenderer!) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called —the Tender!) for the execution of__under Request for Tenders No._____(—the ITT!).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called —the Guarantor!), are bound unto [*Name of Procuring Entity*] (hereinafter called —the Procuring Entity!) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____day of _____20__.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (—the Tender Validity Period!), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (—ITT!) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:..... *[insert date (as day, month and year) of Tender Submission]*

Tender No.:..... *[Insert number of tendering process]*

To:..... *[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of*[insert number of months or years]* starting on*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)
.....

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*. Dated on day of..... *[Insert date of signing]*.

Seal or stamp.

[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of ITT*

process] Alternative No.:.....*[insert identification No if this is a*

Tender for an alternative]

To*[Insert complete name of Procuring*

Entity] WHEREAS

We..... *[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following Goods, manufactured by us..... *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:.....*[Insert signature(s) of authorized representative(s) of the Manufacturer]*

Name:.....*[Insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[Insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2: SUPPLY REQUIREMENTS

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the Tendering document by the Procuring Entity, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that —delivery takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. Technical Specifications

- 1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words —or substantially equivalent. When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words —or at least equivalent shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.
 - iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.
- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever

necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards *[insert whenever necessary]. [Insert detailed description of TS]*

2 Drawings

This Tendering document includes..... *[Insert “the following” or “no”]*
drawings. [If documents shall be included, insert the following List of Drawings].

List of Drawings		
Drawing No.	Drawing Name	Purpose

3 Inspections and Tests

The following inspections and tests shall be performed.....*[Insert list of inspections and tests]*

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (—these Conditions), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) —Contract means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) —Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto.
- c) —Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) —Day means calendar day.
- e) —Completion means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) —GCC means the General Conditions of Contract.
- g) —Goods means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) —Procuring Entity means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC**.
- i) —Related Services means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) —SCC means the Special Conditions of Contract.
- k) —Subcontractor means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) —Supplier means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) **“Base Date”** means a date 30 day prior to the submission of tenders.
- n) **“Laws”** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) **“Letter of Acceptance”** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) **“Procuring Entity”** means the Entity named in the Special Conditions of Contract.

2. Interpretation

- 2.1. If the context so requires it, singular means plural and vice versa.

22. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Sub- contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term —in writing‡ means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country ; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

102 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

102 Arbitration proceedings shall be conducted as follows:

1021 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

1022 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

1023 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

1024 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

1025 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

1026 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

1027 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

103 Arbitration Proceedings

1031 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

1042 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

88.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 88.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under

the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

- 152 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

- 161 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the Procuring Entity.
- 162 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.
- 163 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.
- 164 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 165 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

- 17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 181 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 182 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 183 As specified in **the** SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the** SCC, or in another format acceptable to the Procuring Entity.
- 184 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or,

if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with

which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC**:
- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, 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.
- 26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to,

all travelling and board and lodging expenses.

- 264 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 265 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 266 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.
- 267 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.
- 268 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**,

expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

- 286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

- 29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

- 29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the

supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.
- 32.2 For purposes of this Clause, —Force Majeure means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of

costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

- c) a description of any effect(s) of the change on performance/functionality.

335 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improves the quality, efficiency or sustainability of the Goods; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

336 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

337 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

341 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 88, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

342 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

352 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if

the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

- a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>MANDERA MUNICIPALITY</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>N/A</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity's address shall be: Postal address 88-70300 Physical Address - <i>MANDERA MUNICIPALITY</i>
GCC 10.4.2	The place of arbitration shall be <i>KENYA</i>
GCC 88.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>N/A</i> The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment <i>N/A</i>
GCC 16.1	<i>Sample provision</i> GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in <i>[insert currency of the Contract Price]</i> in the following manner: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.

	B. Payment of local currency portion of a foreign Supplier shall be made in <u>Kenya shillings</u> within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. C. Payment for Goods and Services supplied from within Kenya: Payment for Goods and Services supplied from within Kenya shall be made in _____ [currency], as follows: (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 88. The bank guarantee shall then be released. (iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>N/A</i> days. The interest rate that shall be applied is <i>N/A</i>
GCC 18.1	A Performance Security <i>SHALL be KSH 500,000</i>
GCC 18.3	If required, the Performance Security shall be in the form of <i>a Performance Bond</i> If required, the Performance security shall be denominated in <i>Kenya shillings</i>
GCC 18.4	Discharge of the Performance Security shall take place: <i>after the signing of contract agreement</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be:
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <u>N/A</u>
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, Mandera, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price
GCC 25.2	Incidental services to be provided are: <i>N/A</i>
GCC 26.1	The inspections and tests shall be: <i>Carried out by the departmental inspection committee</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>Mandera Municipality</i>
GCC 27.1	The liquidated damage shall be: <i>N/A</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>N/A</i>
GCC 28.3	The period of validity of the Warranty shall be: <i>[insert number]</i> days For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>[insert name(s) of location(s)]</i> Sample provision GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in

	addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, or (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____). <i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ____% (insert appropriate percentage). The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No. 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1 For the attention of Tenderer's Authorized Representative

I) Name:_____ *[insert Authorized Representative's name]*

ii) Address:_____ *[insert Authorized Representative's Address]*

iii) Telephone:_____ *[insert Authorized Representative's telephone/fax numbers]*

iv) Email Address:_____ *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2 Date of transmission:_____ *[email]* on *[date]*_____ (local time)

This Notification is sent by _____ *(Name and designation)*

3 Notification of Intention to Award

I) Employer:_____ *[insert the name of the Employer]*

ii) Project:_____ *[insert name of project]*

iii) Contract title:_____ *[insert the name of the contract]*

iv) Country:_____ *[insert country where ITT is issued]*

v) ITT No:_____ *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4 Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5 How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - ii) Agency: _____ *[insert name of Employer]*
 - iii) Email address: _____ *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6 How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: _____ *[insert full name of person, if applicable]*
 - ii) Title/position: _____ *[insert title/position]*
 - iii) Agency: _____ *[insert name of Employer]*
 - iv) Email address: _____ *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
- i) You must be an interested party. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract.
- iii) You must submit the complaint within the period stated above.
- iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature:_____

Name:_____ **Title/p**

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

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 ofdated the...day of20.....in the matter of Tender No.....of20..... for.....(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address..... P. O. Box 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.

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

- 1.
- 2.

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

FORM NO. 3 LETTER OF AWARD

[Use letter head paper of the Procuring Entity]

_____ *[Date]*

To: _____ *[name and address of the Supplier]*

Subject: _____ **Notification of Award Contract No.**

This is to notify you that your Tender dated _____ ***[insert date]*** for execution of the _____ ***[insert name of the contract and identification number, as given in the SCC]*** for the Accepted Contract Amount of _____ ***[insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____ Name a

Attachment: Contract Agreement

FORM NO. 4 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ *[insert: **number**]* day of _____ *[insert: **month**]*, *[insert: **year**]*. BETWEEN (1) _____ *[insert complete name of Procuring Entity]* and having its principal place of business at *[insert: address of Procuring Entity]* (hereinafter called —Procuring Entity), of the one part; and (2) _____ *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at _____ *[insert: address of Supplier]* (hereinafter called —the Supplier), of the other part.

1. WHEREAS the Procuring Entity invited Tenders for certain Goods and ancillary services, viz., _____ *[insert]*
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ *[insert signature]*

in the capacity of _____ *[insert title or other appropriate designation]* In the presence of _____

_____ *[insert identification of official witness]* **For and on behalf of the Supplier**

Signed: _____ *[insert signature of authorized representative(s) of the Supplier]* in the capacity of _____

_____ *[insert title or other appropriate designation]* in the presence of _____

_____ *[insert identification of official witness]*

FORM NO. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with *(name of Employer)* _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *(in words)*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of, 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.¶

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 6 - PERFORMANCE SECURITY [Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: _____ *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called —the Contractor¹) and _____ as Surety (hereinafter called —the Surety¹), are held and firmly bound unto _____ as Obligee (hereinafter called —the Employer¹) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Employer dated the _____ day of _____, 20____, for _____
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term —Balance of the Contract Price,¹ as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
 - 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount

of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary:

_____ *[Insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.:
reference number]

[Insert guarantee

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called —the Contractor¹) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (*in words* _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (*in words* _____) ¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at -----.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ____ day of _____, 2__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

_____[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or in directly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

Tender Reference No.: _____[insert identification no] Name of the Assignment: _____[insert name of the assignment] to: _____[insert complete name of Procuring Entity]

In response to your notification of award dated _____[insert date of notification of award] to furnish additional information on beneficial ownership:_[select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer] ”

Name of the Tenderer *[insert complete name of the Tenderer] _____

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender [insert complete title of the person signing the Tender]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [Insert month], [insert y

FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)

We _____(Name of Bidder)

Having our offices located in _____(Name of Town and Building) duly authorize

_____(Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated und

Duly signed and delivered:

Name of appointed attorney: _____

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____

Signature: _____

2. Name of Second Company Director: _____

Signature: _____

Company Seal:

PRICE SCHEDULE

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

1. MOTOR VEHICLE MAINTENANCE SERVICE CHECKLIST

No.	Service Type	Distance Covered (Kms)	Engine Compartment
1	Minor	5,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tightness and condition of drive belts
			Replace fuel Filter and Filter Element
			Inspect coolant level – Top up if necessary
			Inspect windscreen wash fluid – top up if necessary
			Inspect brake fluid level –top up if necessary
			Inspect clutch fluid level –top up if necessary
			Inspect power steering fluid level –top up if necessary
			Inspect clean air cleaner elements & pollen filter
			Inspect tightness of nuts and bolts on engine
			Inspect vehicle and issue defect report
2	Medium	20,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tension and condition of drive belts
			Replace spark plugs where applicable
			Replace air cleaner element
			Replace fuel Filter and Filter Element
			Inspect windscreen wash fluid – top up if necessary
			Inspect clutch fluid level –top up if necessary
			Inspect brake fluid level –top up if necessary

			Inspect power steering fluid level –top up if necessary
			Inspect cooling and heater system ,hoses and clamps
			Pressure test of cooling system and radiator cap
			Inspect ignition timing, idle speed and C/O (where applicable)
			Inspect vehicle and issue defect report
3	Major	40,000	Replace engine oil
			Replace oil filter
			Clean battery terminal and Inspect gravity
			Inspect tension and condition of drive belts
			Replace spark plugs contact points
			Clean distributor cap and rotor arm (petrol cars)
			Replace fuel Filter and Filter Element
			Inspect windscreen wash fluid – top up if necessary
			Inspect clutch fluid level –top up if necessary, (replace every 80,000km)
			Replace brake fluid
			Inspect power steering fluid level –top up if necessary (replace every 80,000km)
			Replace air cleaner element & pollen filter if necessary
			Inspect cooling and heater system, hoses and clamps
			Pressure test of cooling system and radiator cap
			Replace engine coolant
			Inspect ignition timing idle speed and C/O where applicable
			Inspect vehicle and issue defect report

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

TABLE 2: ALL MODELS

All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)								
NO	MODEL	APPROXIMATE NO. OF MOTOR VEHICLE	SERVICE “A” (MINOR)		SERVICE “B” (MEDIUM)		SERVICE “C” MAJOR)	
			COST	DURATION (HOURS)	COST	DURATION (HOURS)	COST	DURATION (HOURS)
TOYOTA MODELS								
1	TOYOTA PRADO (1KZ)	5						
2	TOYOTA PRADO (1KD)	1						
3	TOYOTA PRADO (3RZ) PETROL	1						
4	TOYOTA PRADO (5L) DIESEL	1						
5	TOYOTA COROLLA (2ZR: ZRE- 152R, ZRE- 182R)	9						
6	TOYOTA COROLLA (1ZZ)	29						
7	TOYOTA LAND CRUISER (HZJ 79)	47						
8	TOYOTA HIACE (2L LH 114) DIESEL	7						
9	TOYOTA HIACE (2KD) DIESEL	7						
10	TOYOTA HIACE (RZH 114) PETROL	10						
11	TOYOTA D/CAB (5L-LAN 25)	17						
12	TOYOTA D/CAB (2KD: KUN25R, KUN125R)	35						

88	TOYOTA D/CAB 2GD GUN 125R	25						
14	TOYOTA D/CAB (LAN 166: 3L)	15						
All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only								
NISSAN MODELS								
15	NISSAN URVAN E26 (YD25)	29						
16	NISSAN URVAN (TD27)	8						
17	NISSAN D/CABNP300 (YD25)	15						
18	NISSAN D/CAB (ZD30 PATROL)	2						
All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only								
ISUZU MODELS								
19	ISUZU LORRY(FRR)	1						
20	ISUZU LORRY (FSR)	1						
21	ISUZU BUS (MV 123)	2						
22	ISUZU BUS (NPR)	1						
All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only								
VW MODEL								
23	VW PASSAT (CDA)	2						
All prices include labor, parts, consumable, lubricants and VAT (Ksh.). NB;- Mention the duration of attending to the motor vehicle or lead time use genuine parts only								
YAMAHA MODELS								
24	YAMAHA MOTOR CYCLES (DT 175)	51						

	PROVIDE SERVICE MENU(CHECK LIST) FOR;	MINOR SERVICE		MEDIUM SERVICE		MAJOR SERVICE	
--	--	------------------	--	-------------------	--	------------------	--

3. PRICING SCHEDULE FOR REPAIRS OF DIFERENT VEHICLES MODELS

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

TABLE 3AI: TOYOTA MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)								
	PART DESCRIPTION	TOYOTA PRADO (1KZ)	TOYOTA PRADO (1KD)	TOYOTA PRADO (3RZ) PETROL	TOYOTA PRADO (5L) DIESEL	TOYOTA COROLLA (2ZR; ZRE- 152R, ZRE- 182R)	TOYOTA COROLLA (1ZZ)	TOYOTA LAND CRUISER (HZJ 79)
1	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)							
2	CARRY OUT INTERIOR BODY REPAIRS:							
2.1	Seats and upholstery repairs (quote per one seat)							
2.2	Floor body repairs :Front cabin floor repairs							
	:Rear floor repairs							
	Interior side body repairs (quote per one side)							
2.3	Door covers replacement (quote per one door)							
2.4	Interior roof repairs : Front cabin roof repairs							
	: Rear roof repairs							
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)							
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)							

5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)							
6	Cylinder head Replacement (Complete with accessories)							
7	Gearbox Assembly Replacement							
8	Replace Timing belt/Chain complete with accessories							
9	Fitting and replacement of glasses: Door glass(per one door) and Windscreen							
	:window glass(per one window)							
	:Rear wind/window shield glass							
	:Front wind screen							
10	All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)							

TABLE 3AII: TOYOTA MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)									
	PART DESCRIPTION	TOYOTA HIACE (2L LH 114) DIESEL	TOYOTA HIACE (2KD) DIESEL	TOYOTA HIACE (RZH 114) PETROL	TOYOTA D/CAB (5L-LAN 25)	TOYOTA D/CAB (2KD: KUN25R, KUN125 R)	TOYOTA D/CAB 2GD GUN 125R	TOYOTA D/CAB (LAN 166: 3L)	YAMAHA MOTOR CYCLE(D T175)
1	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)								
2	CARRY OUT INTERIOR BODY REPAIRS:								
2.1	Seats and upholstery repairs (quote per one seat)								
2.2	Floor body repairs :Front cabin floor repairs								
	:Rear floor repairs								
	Interior side body repairs								

	(quote per one side)								
2.3	Door covers replacement (quote per one door)								
2.4	Interior body roof repairs : Front cabin roof repairs								
	: Rear roof repairs								
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)								
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)								
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)								
6	Cylinder head Replacement (Complete with accessories)								
7	Gearbox Assembly Replacement								
8	Replace Timing belt/Chain complete with accessories								
9	Fitting and replacement of glasses: Door glass(per one door) and Wind screen								
	:window glass(per one window								
	:Rear wind/window shield glass								
	:Front Windscreen								

TABLE 3B: NISSAN MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)					
	PART DESCRIPTION	NISSAN URVAN E26 (YD25)	NISSAN URVAN (TD27)	NISSAN D/CABNP300 (YD25)	NISSAN D/CAB (ZD30 PATROL)
1	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)				
2	CARRY OUT INTERIOR BODY REPAIRS:				
2. 1	Seats and upholstery repairs (quote per one seat)				
2. 2	Floor body repairs :Front cabin floor repairs				
	:Rear floor repairs				
	Interior side body repairs (quote per one side)				
2. 3	Door covers replacement (quote per one door)				
2. 4	Interior body roof repairs : Front cabin roof repairs				
	: Rear roof repairs				
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)				
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)				
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)				
6	Cylinder head Replacement (Complete with accessories)				
7	Gearbox Assembly Replacement				
8	Replace Timing belt/Chain complete				

	with accessories				
9	Fitting and replacement of glasses: Door glass(per one door) and Wind screen				
	:window glass(per one window				
	:Rear wind/window shield glass				
	:Front Windscreen				

TABLE 3C: ISUZU MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh. (use genuine parts only)					
	PART DESCRIPTION	ISUZU LORRY(FRR)	ISUZU LORRY (FSR)	ISUZU BUS (MV 123)	ISUZU BUS (NPR)
1	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)				
2	CARRY OUT INTERIOR BODY REPAIRS:				
2.1	Seats and upholstery repairs(quote per one seat)				
2.2	Floor body repairs :Front cabin floor repairs				
	:Rear floor repairs				
	Interior side body repairs (quote per one side)				
2.3	Door covers replacement (quote per one door)				
2.4	Interior roof repairs : Front cabin roof repairs				
	: Rear roof repairs				
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)				
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)				
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)				
6	Cylinder head Replacement (Complete with accessories)				

7	Gearbox Assembly Replacement				
8	Replace Timing belt/Chain complete with accessories				
9	Fitting and replacement of glasses: Door glass(per one door) and Wind screen				
	:window glass(per one window				
	:Rear wind/window shield glass				
	:Front Windscreen				

TABLE 3D: PASSAT MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)		
	PART DESCRIPTION	VW PASSAT (CDA)
1	PROVIDE PRICES OF COMPLETE BODY RESPRAY FOR NORMAL TEAR & WEAR (WITHOUT DENTS)	
2	CARRY OUT INTERIOR BODY REPAIRS:	
2.1	Seats and upholstery repairs (quote per one seat)	
2.2	Floor body repairs : Front cabin floor repairs	
	:Rear floor repairs	
	Interior side body repairs (quote per one side)	
2.3	Door covers replacement(quote per one side)	
2.4	Interior roof repairs : Front cabin roof repairs	
	: Rear roof repairs	
3	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)	
4	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)	
5	Comprehensive Bottom Engine Overhaul (Excluding Engine block & Crank shaft Replacement)	
6	Cylinder head Replacement (Complete with accessories)	
7	Gearbox Assembly Replacement	
8	Replace Timing belt/Chain complete with accessories	
9	Fitting and replacement of glasses : Door glass(per one door) and Wind screen	
	:window glass(per one window	
	:Rear wind/window shield glass	

	:Front Windscreen	
10	All prices include labor, parts, sundries and VAT Applicable in Ksh.(use genuine parts only)	

Table 4A: COMMON MAINTENANCE ITEMS TOYOTA MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh for replacement of part/assembly. (use genuine parts only)								
	Item Description	TOYOTA PRADO (1KZ)	TOYOTA PRADO (1KD)	TOYOTA PRADO (3RZ) PETROL	TOYOTA PRADO (5L) DIESEL	TOYOTA COROLLA (2ZR: ZRE-152R, ZRE-182R)	TOYOTA COROLLA (1ZZ)	TOYOTA LAND CRUISER (HZJ 79)
1	Car body and main part							
	Bonnet/hood							
	Bumper							
	Fender (wing or mudguard)							
	Front fascia and header panel							
	Grille (also called grill)							
	Quarter panel							
	Radiator core support							
	Rocker							
	Roof rack							
	Front spoiler (<i>air dam</i>)							
	Rear spoiler (<i>wing</i>)							
	Rims							
	Hubcap							
	Trim package							
	Trunk/boot/hatch							
	Doors							
	Front Right Outer door handle							
	Front Left Side Outer door handle							
	Rear Right Side Outer door handle							
	Rear Left Side Outer door handle							
	Front Right Side Inner door handle							
	Front Left Side Inner door handle							
	Rear Right Side Inner door handle							
	Rear Left Side Inner door handle							
	Back Door Outer Door Handles							
	Front Right Side Window motor							
	Front Left Side Window motor							
	Rear Right Side Window motor							
	Rear Left Side Window motor							
	Door control module							

	Door seal							
	Door water-shield							
	Hinge							
	Door latch							
	Door lock and power door locks							
	Central-locking							
	Fuel tank (or fuel filler) door							
	Windows							
	Glass							
	Front Right Side Door Glass							
	Front Left Side Door Glass							
	Rear Right Side Door Glass							
	Rear Left Side Door Glass							
	Rear Right Quarter Glass							
	Rear Left Quarter Glass							
	Window motor							
	Window regulator							
	Windshield (also called windscreen)							
	Windshield washer motor							
	Window seal							
2	Electrical and electronics							
	Audio/video devices							
	Antenna assembly							
	Antenna cable							
	Radio and media player							
	Speaker							
	Tuner							
	Subwoofer							
	Video player							
	Electrical supply system;							
	Alternator							
	Battery Cable terminal							
	Voltage regulator							
	Gauges and meters;							
	Odometer							
	Speedometer							
	Tachometer							
	Fuel gauge							
	Temperature gauge							
	Voltmeter							
	Water temperature meter							

	Oil pressure gauge							
	Ignition electronic system;							
	Sparking cable							
	Ignition coil							
	Spark plug							
	Glow Plug							
	Engine bay lighting;							
	Fog light (also called foglamp)							
	Spotlight							
	Headlight (also called headlamp)							
	Headlight motor							
	Interior light and lamp							
	License plate lamp (also called number plate lamp or registration plate lamp)							
	Side lighting							
	Tail light							
	Tail light cover							
	Indicator light							
	turn signal control, also called the turn signal lever, also called the "turn signal stalk", typically mounted on the steering shaft behind the steering wheel							
	Sensors							
	Airbag sensors							
	Automatic transmission speed sensor							
	Camshaft position sensor							
	Crankshaft position sensor							
	Coolant temperature sensor							
	Fuel level sensor							
	Fuel pressure sensor							
	Knock sensor							
	Light sensor							
	MAP sensor							
	Mass airflow sensor							
	Oil level sensor							
	Oil pressure sensor							
	Oxygen sensor (o2)							
	Throttle position sensor							
	ABS Sensor							
	Starting system;							
	Starter							
	Starter drive							
	starter pinion gear							

	Starter motor						
	Starter solenoid						
	Glowplug						
	Electrical switches;						
	Battery						
	Door switch						
	Ignition switch						
	Power window switch						
	Steering column switch						
	Switch cover						
	Switch panel						
	Thermostat						
	Frame switch						
	Fan ditch						
	Parts and functions of starter system						
	Neutral Safety Switch						
	Wiring harnesses;						
	Air conditioning harness						
	Engine compartment harness						
	Interior harness						
	floor harness						
	Main harness						
	control harness						
	Air bag control module						
	Alarm and siren						
	Central locking system						
	Engine computer and management system						
	Engine control unit[ECU]						
3	Interior						
	Dash Panels						
	Dashboard						
	Center console						
	Glove compartment						
	Hood and trunk release cable						
	Floor components and parts						
	Carpet and other floor material						
	Center console (front and rear)						
	Roll cage						
	Car seat						
	Arm Rest						

	Bench seat							
	Bucket seat							
	Fastener							
	Headrest							
	Seat belt							
	Seat bracket							
	Seat cover							
	Seat track							
	Back seat							
4	Power-train and chassis							
	Braking system							
	Anti-lock braking system							
	Adjusting mechanism (<i>adjuster star wheel</i>)							
	Anchor							
	Bleed nipple							
	Brake backing plate							
	Brake backing pad							
	Brake cooling duct							
	Brake disc							
	Brake Fluid							
	Brake drum							
	Brake lining							
	Brake pad							
	Brake pedal							
	Brake piston							
	Brake pump							
	Brake roll							
	Brake rotor							
	Brake servo							
	Brake shoe							
	Brake lining							
	Shoe web							
	Brake warning light							
	Calibrated friction brake							
	Caliper							
	Combination valve							
	Dual circuit brake system							
	Hold-down springs (<i>retainer springs</i>)							
	Hose							

	Brake booster hose							
	Air brake nylon hose							
	Brake duct hose							
	Hydraulic booster unit							
	Load-sensing valve							
	Master cylinder							
	Metering valve							
	Other braking system parts							
	Park brake lever/handle (hand brake)							
	Pressure differential valve							
	Proportioning valve							
	Reservoir							
	Shoe return spring							
	Tyre							
	Vacuum brake booster							
	Wheel cylinder (<i>slave cylinder</i>)							
	Wheel stud							
	Engine components and parts							
	Diesel engine, petrol engine							
	Air duct							
	Air intake housing							
	Air intake manifold							
	Camshaft							
	Camshaft bearing							
	Camshaft fastener							
	Camshaft follower							
	Camshaft locking plate							
	Camshaft pushrod							
	Camshaft spacer ring							
	Camshaft phase variator							
	Connecting rod							
	Connecting rod bearing							
	Connecting rod bolt							
	Connecting rod washer							
	Crank case							
	Crank pulley							
	Crankshaft							
	Crankshaft oil seal							
	Cylinder head							
	Cylinder head cover							
	Other cylinder head cover parts							

	Cylinder head gasket							
	Distributor							
	Distributor cap							
	Drive belt							
	Engine block							
	Engine cradle							
	Engine shake damper and vibration absorber							
	Engine valve							
	Fan belt							
	Gudgeon pin (<i>wrist pin</i>)							
	Harmonic balancer							
	Heater							
	Mounting							
	Piston							
	Piston pin and crank pin							
	Piston pin bush							
	Piston ring and circlip							
	Poppet valve							
	PCV valve (positive crankcase ventilation valve)							
	Pulley part							
	Rocker arm							
	Rocker cover							
	Starter motor							
	Starter pinion							
	Starter ring							
	Turbocharger and supercharger							
	Tappet							
	Timing tape							
	Valve cover							
	Valve housing							
	Valve spring							
	Valve stem seal							
	Water pump pulley							
	Engine cooling system							
	Air blower							
	Coolant hose (clamp)							
	Cooling fan							
	Fan blade							
	Fan clutch							
	Radiator							
	Radiator bolt							

	Radiator (fan) shroud						
	Radiator gasket						
	Radiator pressure cap						
	Overflow tank						
	Thermostat						
	Water neck						
	Water neck o-ring						
	Water pipe						
	Water pump						
	Water pump gasket						
	Water tank						
	Engine oil systems						
	Oil filter						
	Oil gasket						
	Oil pan						
	Oil pipe						
	Oil pump						
	Oil strainer						
	Exhaust system						
	Catalytic converter						
	Exhaust clamp and bracket						
	Exhaust flange gasket						
	Exhaust gasket						
	Exhaust manifold						
	Exhaust manifold gasket						
	Exhaust pipe						
	Heat shield						
	Heat sleeving and tape						
	Resonator						
	Muffler (Silencer)						
	Spacer ring						
	Fuel supply system						
	Air filter						
	Carburetor						
	Carburetor parts						
	Choke cable						
	EGR valve						
	Fuel cap						
	Fuel cell						
	Fuel cell component						
	Fuel cooler						
	Fuel distributor						

	Fuel filter							
	Fuel filter seal							
	Fuel injector							
	Fuel injector nozzle							
	Fuel line							
	Fuel pump							
	Fuel pump gasket							
	Fuel pressure regulator							
	Fuel rail							
	Fuel tank							
	Fuel tank cover							
	Fuel water separator							
	Intake manifold							
	Intake manifold gasket							
	LPG (Liquefied petroleum gas) system assembly							
	Throttle body							
	Suspension and steering systems							
	Axle							
	Camber arm							
	Control arm							
	Beam axle							
	Idler arm							
	Kingpin							
	Lateral link							
	Pan-hard rod							
	Pit-man arm							
	Power steering assembly and component							
	Rack end							
	Shock absorber							
	Spindle							
	Spring							
	Air spring							
	Coil spring							
	Leaf and parabolic leaf spring							
	Ball joint							
	Rubber spring							
	Spiral spring							
	Stabilizer bars and link							
	Steering arm							
	Steering box							
	Steering column assembly							

	Steering rack (a form of steering gear; see also rack and pinion and recirculating ball)						
	Steering shaft						
	Steering wheel (driving wheel)						
	Strut						
	Stub axle						
	Suspension link and bolt						
	Sway bar link						
	Tie bar						
	Tie rod						
	Tie rod end						
	Track Bar						
	Toe link						
	Trailing arm						
	Transmission system						
	Adjustable pedal						
	Axle shaft						
	Bell housing						
	Universal joint						
	Other belts						
	Carrier assembly						
	Chain wheel and sprocket						
	Clutch assembly						
	Clutch cable						
	Clutch disk						
	Clutch fan						
	Clutch fork						
	Clutch hose						
	Clutch lever						
	Clutch lining						
	Clutch pedal						
	Clutch pressure plate						
	Clutch shoe						
	Clutch spring						
	Differential						
	Differential case						
	Pinion bearing						
	Differential clutch						
	Spider gears						
	Differential casing						
	Differential flange						

	Differential gear							
	Differential seal							
	Flywheel							
	Flywheel ring gear							
	Gear							
	Gear coupling							
	Gear pump							
	Gear ring							
	Gear stick (gear-stick, gear lever, selection lever, shift stick, gear shifter)							
	Gearbox							
	Idler gear							
	Knuckle							
	Master cylinder							
	Output shaft							
	Pinion							
	Planetary gear set							
	Prop shaft (drive shaft, propeller shaft)							
	Shift cable							
	Shift fork							
	Shift knob							
	Shift lever							
	Slave cylinder							
	Speed reducer							
	Speedometer gear							
	Steering gear							
	Torque converter							
	Trans-axle housing							
	Transfer case							
	Transmission gear							
	Transmission pan							
	Transmission seal and bonded piston							
	Transmission spring							
	Transmission yoke							
5	Miscellaneous auto parts							
	Universal joint (UJ, card-an joint)							
	Bearings							
	Grooved ball bearing							
	Needle bearing							
	Roller bearing							
	Sleeve bearing							

	wheel bearing							
	Mirror							
	Horn							
	Sun visor							

Table 4B: COMMON MAINTENANCE ITEMS TOYOTA MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh for replacement of part/assembly. (use genuine parts only)									
	Item Description	TOYOTA HIACE (2L LH 114) DIESEL	TOYOTA HIACE (2KD) DIESEL	TOYOTA HIACE (RZH 114) PETROL	TOYOTA D/CAB (5L-LAN 25)	TOYOTA D/CAB (2KD: KUN25R, KUN125R)	TOYOTA D/CAB 2GD GUN 125R	TOYOTA D/CAB (LAN 166: 3L)	YAMAHA MOTOR CYCLE(DT175)
1	Car body and main part								
	Bonnet/hood								
	Bumper								
	Fender (wing or mudguard)								
	Front fascia and header panel								
	Grille (also called grill)								
	Quarter panel								
	Radiator core support								
	Rocker								
	Roof rack								
	Front spoiler (<i>air dam</i>)								
	Rear spoiler (<i>wing</i>)								
	Rims								
	Hubcap								
	Trim package								
	Trunk/boot/hatch								
	Doors								
	Front Right Outer door handle								
	Front Left Side Outer door handle								
	Rear Right Side Outer door handle								
	Rear Left Side Outer door handle								
	Front Right Side Inner door handle								
	Front Left Side Inner door handle								
	Rear Right Side Inner door handle								
	Rear Left Side Inner door handle								
	Back Door Outer Door Handles								
	Front Right Side Window motor								
	Front Left Side Window motor								
	Rear Right Side Window motor								
	Rear Left Side Window motor		57						

	Door control module								
	Door seal								
	Door water-shield								
	Hinge								
	Door latch								
	Door lock and power door locks								
	Central-locking								
	Fuel tank (or fuel filler) door								
	Windows								
	Glass								
	Front Right Side Door Glass								
	Front Left Side Door Glass								
	Rear Right Side Door Glass								
	Rear Left Side Door Glass								
	Rear Right Quarter Glass								
	Rear Left Quarter Glass								
	Window motor								
	Window regulator								
	Windshield (also called windscreen)								
	Windshield washer motor								
	Window seal								
2	Electrical and electronics								
	Audio/video devices								
	Antenna assembly								
	Antenna cable								
	Radio and media player								
	Speaker								
	Tuner								
	Subwoofer								
	Video player								
	Electrical supply system;								
	Alternator								
	Battery Cable terminal								
	Voltage regulator								
	Gauges and meters;								
	Odometer								
	Speedometer								
	Tachometer								
	Fuel gauge								
	Temperature gauge								
	Voltmeter		58						

Water temperature meter								
Oil pressure gauge								
Ignition electronic system;								
Sparking cable								
Ignition coil								
Spark plug								
Glow Plug								
Engine bay lighting;								
Fog light (also called foglamp)								
Spotlight								
Headlight (also called headlamp)								
Headlight motor								
Interior light and lamp								
License plate lamp (also called number plate lamp or registration plate lamp)								
Side lighting								
Tail light								
Tail light cover								
Indicator light								
turn signal control, also called the turn signal lever, also called the "turn signal stalk", typically mounted on the steering shaft behind the steering wheel								
Sensors								
Airbag sensors								
Automatic transmission speed sensor								
Camshaft position sensor								
Crankshaft position sensor								
Coolant temperature sensor								
Fuel level sensor								
Fuel pressure sensor								
Knock sensor								
Light sensor								
MAP sensor								
Mass airflow sensor								
Oil level sensor								
Oil pressure sensor								
Oxygen sensor (o2)								
Throttle position sensor								
ABS Sensor								
Starting system;								

	Starter								
	Starter drive								
	starter pinion gear								
	Starter motor								
	Starter solenoid								
	Glowplug								
	Electrical switches;								
	Battery								
	Door switch								
	Ignition switch								
	Power window switch								
	Steering column switch								
	Switch cover								
	Switch panel								
	Thermostat								
	Frame switch								
	Fan ditch								
	Parts and functions of starter system								
	Neutral Safety Switch								
	Wiring harnesses;								
	Air conditioning harness								
	Engine compartment harness								
	Interior harness								
	floor harness								
	Main harness								
	control harness								
	Air bag control module								
	Alarm and siren								
	Central locking system								
	Engine computer and management system								
	Engine control unit[ECU]								
3	Interior								
	Dash Panels								
	Dashboard								
	Center console								
	Glove compartment								
	Hood and trunk release cable								
	Floor components and parts								
	Carpet and other floor material		60						

	Center console (front and rear)								
	Roll cage								
	Car seat								
	Arm Rest								
	Bench seat								
	Bucket seat								
	Fastener								
	Headrest								
	Seat belt								
	Seat bracket								
	Seat cover								
	Seat track								
	Back seat								
4	Power-train and chassis								
	Braking system								
	Anti-lock braking system								
	Adjusting mechanism (<i>adjuster star wheel</i>)								
	Anchor								
	Bleed nipple								
	Brake backing plate								
	Brake backing pad								
	Brake cooling duct								
	Brake disc								
	Brake Fluid								
	Brake drum								
	Brake lining								
	Brake pad								
	Brake pedal								
	Brake piston								
	Brake pump								
	Brake roll								
	Brake rotor								
	Brake servo								
	Brake shoe								
	Brake lining								
	Shoe web								
	Brake warning light								
	Calibrated friction brake								
	Caliper								

	Combination valve								
	Dual circuit brake system								
	Hold-down springs (<i>retainer springs</i>)								
	Hose								
	Brake booster hose								
	Air brake nylon hose								
	Brake duct hose								
	Hydraulic booster unit								
	Load-sensing valve								
	Master cylinder								
	Metering valve								
	Other braking system parts								
	Park brake lever/handle (hand brake)								
	Pressure differential valve								
	Proportioning valve								
	Reservoir								
	Shoe return spring								
	Tyre								
	Vacuum brake booster								
	Wheel cylinder (<i>slave cylinder</i>)								
	Wheel stud								
	Engine components and parts								
	Diesel engine, petrol engine								
	Air duct								
	Air intake housing								
	Air intake manifold								
	Camshaft								
	Camshaft bearing								
	Camshaft fastener								
	Camshaft follower								
	Camshaft locking plate								
	Camshaft pushrod								
	Camshaft spacer ring								
	Camshaft phase variator								
	Connecting rod								
	Connecting rod bearing								
	Connecting rod bolt								
	Connecting rod washer								
	Crank case								
	Crank pulley								

Crankshaft								
Crankshaft oil seal								
Cylinder head								
Cylinder head cover								
Other cylinder head cover parts								
Cylinder head gasket								
Distributor								
Distributor cap								
Drive belt								
Engine block								
Engine cradle								
Engine shake damper and vibration absorber								
Engine valve								
Fan belt								
Gudgeon pin (<i>wrist pin</i>)								
Harmonic balancer								
Heater								
Mounting								
Piston								
Piston pin and crank pin								
Piston pin bush								
Piston ring and circlip								
Poppet valve								
PCV valve (positive crankcase ventilation valve)								
Pulley part								
Rocker arm								
Rocker cover								
Starter motor								
Starter pinion								
Starter ring								
Turbocharger and supercharger								
Tappet								
Timing tape								
Valve cover								
Valve housing								
Valve spring								
Valve stem seal								
Water pump pulley								
Engine cooling system								
Air blower								
Coolant hose (clamp)		63						

	Cooling fan								
	Fan blade								
	Fan clutch								
	Radiator								
	Radiator bolt								
	Radiator (fan) shroud								
	Radiator gasket								
	Radiator pressure cap								
	Overflow tank								
	Thermostat								
	Water neck								
	Water neck o-ring								
	Water pipe								
	Water pump								
	Water pump gasket								
	Water tank								
	Engine oil systems								
	Oil filter								
	Oil gasket								
	Oil pan								
	Oil pipe								
	Oil pump								
	Oil strainer								
	Exhaust system								
	Catalytic converter								
	Exhaust clamp and bracket								
	Exhaust flange gasket								
	Exhaust gasket								
	Exhaust manifold								
	Exhaust manifold gasket								
	Exhaust pipe								
	Heat shield								
	Heat sleeving and tape								
	Resonator								
	Muffler (Silencer)								
	Spacer ring								
	Fuel supply system								
	Air filter								
	Carburetor								
	Carburetor parts								
	Choke cable								
	EGR valve								

	Fuel cap								
	Fuel cell								
	Fuel cell component								
	Fuel cooler								
	Fuel distributor								
	Fuel filter								
	Fuel filter seal								
	Fuel injector								
	Fuel injector nozzle								
	Fuel line								
	Fuel pump								
	Fuel pump gasket								
	Fuel pressure regulator								
	Fuel rail								
	Fuel tank								
	Fuel tank cover								
	Fuel water separator								
	Intake manifold								
	Intake manifold gasket								
	LPG (Liquefied petroleum gas) system assembly								
	Throttle body								
	Suspension and steering systems								
	Axle								
	Camber arm								
	Control arm								
	Beam axle								
	Idler arm								
	Kingpin								
	Lateral link								
	Pan-hard rod								
	Pit-man arm								
	Power steering assembly and component								
	Rack end								
	Shock absorber								
	Spindle								
	Spring								
	Air spring								
	Coil spring								
	Leaf and parabolic leaf spring								
	Ball joint								
	Rubber spring								

	Spiral spring								
	Stabilizer bars and link								
	Steering arm								
	Steering box								
	Steering column assembly								
	Steering rack (a form of steering gear; see also rack and pinion and recirculating ball)								
	Steering shaft								
	Steering wheel (driving wheel)								
	Strut								
	Stub axle								
	Suspension link and bolt								
	Sway bar link								
	Tie bar								
	Tie rod								
	Tie rod end								
	Track Bar								
	Toe link								
	Trailing arm								
	Transmission system								
	Adjustable pedal								
	Axle shaft								
	Bell housing								
	Universal joint								
	Other belts								
	Carrier assembly								
	Chain wheel and sprocket								
	Clutch assembly								
	Clutch cable								
	Clutch disk								
	Clutch fan								
	Clutch fork								
	Clutch hose								
	Clutch lever								
	Clutch lining								
	Clutch pedal								
	Clutch pressure plate								
	Clutch shoe								
	Clutch spring								
	Differential								
	Differential case								

	Pinion bearing								
	Differential clutch								
	Spider gears								
	Differential casing								
	Differential flange								
	Differential gear								
	Differential seal								
	Flywheel								
	Flywheel ring gear								
	Gear								
	Gear coupling								
	Gear pump								
	Gear ring								
	Gear stick (gear-stick, gear lever, selection lever, shift stick, gear shifter)								
	Gearbox								
	Idler gear								
	Knuckle								
	Master cylinder								
	Output shaft								
	Pinion								
	Planetary gear set								
	Prop shaft (drive shaft, propeller shaft)								
	Shift cable								
	Shift fork								
	Shift knob								
	Shift lever								
	Slave cylinder								
	Speed reducer								
	Speedometer gear								
	Steering gear								
	Torque converter								
	Trans-axle housing								
	Transfer case								
	Transmission gear								
	Transmission pan								
	Transmission seal and bonded piston								
	Transmission spring								
	Transmission yoke								
5	Miscellaneous auto parts								

	Universal joint (UJ, card-an joint)								
	Bearings								
	Grooved ball bearing								
	Needle bearing								
	Roller bearing								
	Sleeve bearing								
	wheel bearing								
	Mirror								
	Horn								
	Sun visor								

Table 4C: NISSAN MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh for replacement of part/assembly. (use genuine parts only)					
	Item Description	NISSAN URVAN E26 (YD25)	NISSAN URVAN (TD27)	NISSAN D/CABNP300 (YD25)	NISSAN D/CAB (ZD30 PATROL)
1	Car body and main part				
	Bonnet/hood				
	Bumper				
	Fender (wing or mudguard)				
	Front fascia and header panel				
	Grille (also called grill)				
	Quarter panel				
	Radiator core support				
	Rocker				
	Roof rack				
	Front spoiler (<i>air dam</i>)				
	Rear spoiler (<i>wing</i>)				
	Rims				
	Hubcap				
	Trim package				
	Trunk/boot/hatch				
	Doors				
	Front Right Outer door handle				
	Front Left Side Outer door handle				
	Rear Right Side Outer door handle				
	Rear Left Side Outer door handle				
	Front Right Side Inner door handle				
	Front Left Side Inner door handle				
	Rear Right Side Inner door handle				

	Rear Left Side Inner door handle				
	Back Door Outer Door Handles				
	Front Right Side Window motor				
	Front Left Side Window motor				
	Rear Right Side Window motor				
	Rear Left Side Window motor				
	Door control module				
	Door seal				
	Door water-shield				
	Hinge				
	Door latch				
	Door lock and power door locks				
	Central-locking				
	Fuel tank (or fuel filler) door				
	Windows				
	Glass				
	Front Right Side Door Glass				
	Front Left Side Door Glass				
	Rear Right Side Door Glass				
	Rear Left Side Door Glass				
	Rear Right Quarter Glass				
	Rear Left Quarter Glass				
	Window motor				
	Window regulator				
	Windshield (also called windscreen)				
	Windshield washer motor				
	Window seal				
2	Electrical and electronics				
	Audio/video devices				
	Antenna assembly				
	Antenna cable				
	Radio and media player				
	Speaker				
	Tuner				
	Subwoofer				
	Video player				
	Electrical supply system;				
	Alternator				
	Battery Cable terminal				
	Voltage regulator				
	Gauges and meters;	69			

	Odometer				
	Speedometer				
	Tachometer				
	Fuel gauge				
	Temperature gauge				
	Voltmeter				
	Water temperature meter				
	Oil pressure gauge				
	Ignition electronic system;				
	Sparking cable				
	Ignition coil				
	Spark plug				
	Glow Plug				
	Engine bay lighting;				
	Fog light (also called foglamp)				
	Spotlight				
	Headlight (also called headlamp)				
	Headlight motor				
	Interior light and lamp				
	License plate lamp (also called number plate lamp or registration plate lamp)				
	Side lighting				
	Tail light				
	Tail light cover				
	Indicator light				
	turn signal control, also called the turn signal lever, also called the "turn signal stalk", typically mounted on the steering shaft behind the steering wheel				
	Sensors				
	Airbag sensors				
	Automatic transmission speed sensor				
	Camshaft position sensor				
	Crankshaft position sensor				
	Coolant temperature sensor				
	Fuel level sensor				
	Fuel pressure sensor				
	Knock sensor				
	Light sensor				
	MAP sensor				
	Mass airflow sensor				
	Oil level sensor		70		

	Oil pressure sensor				
	Oxygen sensor (o2)				
	Throttle position sensor				
	ABS Sensor				
	Starting system;				
	Starter				
	Starter drive				
	starter pinion gear				
	Starter motor				
	Starter solenoid				
	Glowplug				
	Electrical switches;				
	Battery				
	Door switch				
	Ignition switch				
	Power window switch				
	Steering column switch				
	Switch cover				
	Switch panel				
	Thermostat				
	Frame switch				
	Fan ditch				
	Parts and functions of starter system				
	Neutral Safety Switch				
	Wiring harnesses;				
	Air conditioning harness				
	Engine compartment harness				
	Interior harness				
	floor harness				
	Main harness				
	control harness				
	Air bag control module				
	Alarm and siren				
	Central locking system				
	Engine computer and management system				
	Engine control unit[ECU]				
3	Interior				
	Dash Panels				
	Dashboard				
	Center console	71			

	Glove compartment				
	Hood and trunk release cable				
	Floor components and parts				
	Carpet and other floor material				
	Center console (front and rear)				
	Roll cage				
	Car seat				
	Arm Rest				
	Bench seat				
	Bucket seat				
	Fastener				
	Headrest				
	Seat belt				
	Seat bracket				
	Seat cover				
	Seat track				
	Back seat				
4	Power-train and chassis				
	Braking system				
	Anti-lock braking system				
	Adjusting mechanism (<i>adjuster star wheel</i>)				
	Anchor				
	Bleed nipple				
	Brake backing plate				
	Brake backing pad				
	Brake cooling duct				
	Brake disc				
	Brake Fluid				
	Brake drum				
	Brake lining				
	Brake pad				
	Brake pedal				
	Brake piston				
	Brake pump				
	Brake roll				
	Brake rotor				
	Brake servo				
	Brake shoe				

	Brake lining				
	Shoe web				
	Brake warning light				
	Calibrated friction brake				
	Caliper				
	Combination valve				
	Dual circuit brake system				
	Hold-down springs (<i>retainer springs</i>)				
	Hose				
	Brake booster hose				
	Air brake nylon hose				
	Brake duct hose				
	Hydraulic booster unit				
	Load-sensing valve				
	Master cylinder				
	Metering valve				
	Other braking system parts				
	Park brake lever/handle (hand brake)				
	Pressure differential valve				
	Proportioning valve				
	Reservoir				
	Shoe return spring				
	Tyre				
	Vacuum brake booster				
	Wheel cylinder (<i>slave cylinder</i>)				
	Wheel stud				
	Engine components and parts				
	Diesel engine, petrol engine				
	Air duct				
	Air intake housing				
	Air intake manifold				
	Camshaft				
	Camshaft bearing				
	Camshaft fastener				
	Camshaft follower				
	Camshaft locking plate				
	Camshaft pushrod				
	Camshaft spacer ring				
	Camshaft phase variator				
	Connecting rod				

	Connecting rod bearing				
	Connecting rod bolt				
	Connecting rod washer				
	Crank case				
	Crank pulley				
	Crankshaft				
	Crankshaft oil seal				
	Cylinder head				
	Cylinder head cover				
	Other cylinder head cover parts				
	Cylinder head gasket				
	Distributor				
	Distributor cap				
	Drive belt				
	Engine block				
	Engine cradle				
	Engine shake damper and vibration absorber				
	Engine valve				
	Fan belt				
	Gudgeon pin (<i>wrist pin</i>)				
	Harmonic balancer				
	Heater				
	Mounting				
	Piston				
	Piston pin and crank pin				
	Piston pin bush				
	Piston ring and circlip				
	Poppet valve				
	PCV valve (positive crankcase ventilation valve)				
	Pulley part				
	Rocker arm				
	Rocker cover				
	Starter motor				
	Starter pinion				
	Starter ring				
	Turbocharger and supercharger				
	Tappet				
	Timing tape				
	Valve cover				
	Valve housing				
	Valve spring	74			

	Valve stem seal				
	Water pump pulley				
	Engine cooling system				
	Air blower				
	Coolant hose (clamp)				
	Cooling fan				
	Fan blade				
	Fan clutch				
	Radiator				
	Radiator bolt				
	Radiator (fan) shroud				
	Radiator gasket				
	Radiator pressure cap				
	Overflow tank				
	Thermostat				
	Water neck				
	Water neck o-ring				
	Water pipe				
	Water pump				
	Water pump gasket				
	Water tank				
	Engine oil systems				
	Oil filter				
	Oil gasket				
	Oil pan				
	Oil pipe				
	Oil pump				
	Oil strainer				
	Exhaust system				
	Catalytic converter				
	Exhaust clamp and bracket				
	Exhaust flange gasket				
	Exhaust gasket				
	Exhaust manifold				
	Exhaust manifold gasket				
	Exhaust pipe				
	Heat shield				
	Heat sleeving and tape				
	Resonator				
	Muffler (Silencer)				
	Spacer ring				
	Fuel supply system				

	Air filter				
	Carburetor				
	Carburetor parts				
	Choke cable				
	EGR valve				
	Fuel cap				
	Fuel cell				
	Fuel cell component				
	Fuel cooler				
	Fuel distributor				
	Fuel filter				
	Fuel filter seal				
	Fuel injector				
	Fuel injector nozzle				
	Fuel line				
	Fuel pump				
	Fuel pump gasket				
	Fuel pressure regulator				
	Fuel rail				
	Fuel tank				
	Fuel tank cover				
	Fuel water separator				
	Intake manifold				
	Intake manifold gasket				
	LPG (Liquefied petroleum gas) system assembly				
	Throttle body				
	Suspension and steering systems				
	Axle				
	Camber arm				
	Control arm				
	Beam axle				
	Idler arm				
	Kingpin				
	Lateral link				
	Pan-hard rod				
	Pit-man arm				
	Power steering assembly and component				
	Rack end				
	Shock absorber				
	Spindle				
	Spring				

	Air spring				
	Coil spring				
	Leaf and parabolic leaf spring				
	Ball joint				
	Rubber spring				
	Spiral spring				
	Stabilizer bars and link				
	Steering arm				
	Steering box				
	Steering column assembly				
	Steering rack (a form of steering gear; see also rack and pinion and recirculating ball)				
	Steering shaft				
	Steering wheel (driving wheel)				
	Strut				
	Stub axle				
	Suspension link and bolt				
	Sway bar link				
	Tie bar				
	Tie rod				
	Tie rod end				
	Track Bar				
	Toe link				
	Trailing arm				
	Transmission system				
	Adjustable pedal				
	Axle shaft				
	Bell housing				
	Universal joint				
	Other belts				
	Carrier assembly				
	Chain wheel and sprocket				
	Clutch assembly				
	Clutch cable				
	Clutch disk				
	Clutch fan				
	Clutch fork				
	Clutch hose				
	Clutch lever				
	Clutch lining				
	Clutch pedal				

	Clutch pressure plate				
	Clutch shoe				
	Clutch spring				
	Differential				
	Differential case				
	Pinion bearing				
	Differential clutch				
	Spider gears				
	Differential casing				
	Differential flange				
	Differential gear				
	Differential seal				
	Flywheel				
	Flywheel ring gear				
	Gear				
	Gear coupling				
	Gear pump				
	Gear ring				
	Gear stick (gear-stick, gear lever, selection lever, shift stick, gear shifter)				
	Gearbox				
	Idler gear				
	Knuckle				
	Master cylinder				
	Output shaft				
	Pinion				
	Planetary gear set				
	Prop shaft (drive shaft, propeller shaft)				
	Shift cable				
	Shift fork				
	Shift knob				
	Shift lever				
	Slave cylinder				
	Speed reducer				
	Speedometer gear				
	Steering gear				
	Torque converter				
	Trans-axle housing				
	Transfer case				
	Transmission gear				
	Transmission pan				

	Transmission seal and bonded piston				
	Transmission spring				
	Transmission yoke				
5	Miscellaneous auto parts				
	Universal joint (UJ, card-an joint)				
	Bearings				
	Grooved ball bearing				
	Needle bearing				
	Roller bearing				
	Sleeve bearing				
	wheel bearing				
	Mirror				
	Horn				
	Sun visor				

Table 4D: ISUZU MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh for replacement of part/assembly. (use genuine parts only)					
	Item Description	ISUZU LORRY(FRR)	ISUZU LORRY (FSR)	ISUZU BUS (MV 123)	ISUZU BUS (NPR)
1	Car body and main part				
	Bonnet/hood				
	Bumper				
	Fender (wing or mudguard)				
	Front fascia and header panel				
	Grille (also called grill)				
	Quarter panel				
	Radiator core support				
	Rocker				
	Roof rack				
	Front spoiler (<i>air dam</i>)				
	Rear spoiler (<i>wing</i>)				
	Rims				
	Hubcap				
	Trim package				
	Trunk/boot/hatch				
	Doors				
	Front Right Outer door handle				
	Front Left Side Outer door handle				
	Rear Right Side Outer door handle				

	Rear Left Side Outer door handle				
	Front Right Side Inner door handle				
	Front Left Side Inner door handle				
	Rear Right Side Inner door handle				
	Rear Left Side Inner door handle				
	Back Door Outer Door Handles				
	Front Right Side Window motor				
	Front Left Side Window motor				
	Rear Right Side Window motor				
	Rear Left Side Window motor				
	Door control module				
	Door seal				
	Door water-shield				
	Hinge				
	Door latch				
	Door lock and power door locks				
	Central-locking				
	Fuel tank (or fuel filler) door				
	Windows				
	Glass				
	Front Right Side Door Glass				
	Front Left Side Door Glass				
	Rear Right Side Door Glass				
	Rear Left Side Door Glass				
	Rear Right Quarter Glass				
	Rear Left Quarter Glass				
	Window motor				
	Window regulator				
	Windshield (also called windscreen)				
	Windshield washer motor				
	Window seal				
2	Electrical and electronics				
	Audio/video devices				
	Antenna assembly				
	Antenna cable				
	Radio and media player				
	Speaker				
	Tuner				
	Subwoofer				
	Video player				

	Electrical supply system;				
	Alternator				
	Battery Cable terminal				
	Voltage regulator				
	Gauges and meters;				
	Odometer				
	Speedometer				
	Tachometer				
	Fuel gauge				
	Temperature gauge				
	Voltmeter				
	Water temperature meter				
	Oil pressure gauge				
	Ignition electronic system;				
	Sparking cable				
	Ignition coil				
	Spark plug				
	Glow Plug				
	Engine bay lighting;				
	Fog light (also called foglamp)				
	Spotlight				
	Headlight (also called headlamp)				
	Headlight motor				
	Interior light and lamp				
	License plate lamp (also called number plate lamp or registration plate lamp)				
	Side lighting				
	Tail light				
	Tail light cover				
	Indicator light				
	turn signal control, also called the turn signal lever, also called the "turn signal stalk", typically mounted on the steering shaft behind the steering wheel				
	Sensors				
	Airbag sensors				
	Automatic transmission speed sensor				
	Camshaft position sensor				
	Crankshaft position sensor				
	Coolant temperature sensor				
	Fuel level sensor				
	Fuel pressure sensor				

	Knock sensor				
	Light sensor				
	MAP sensor				
	Mass airflow sensor				
	Oil level sensor				
	Oil pressure sensor				
	Oxygen sensor (o2)				
	Throttle position sensor				
	ABS Sensor				
	Starting system;				
	Starter				
	Starter drive				
	starter pinion gear				
	Starter motor				
	Starter solenoid				
	Glowplug				
	Electrical switches;				
	Battery				
	Door switch				
	Ignition switch				
	Power window switch				
	Steering column switch				
	Switch cover				
	Switch panel				
	Thermostat				
	Frame switch				
	Fan ditch				
	Parts and functions of starter system				
	Neutral Safety Switch				
	Wiring harnesses;				
	Air conditioning harness				
	Engine compartment harness				
	Interior harness				
	floor harness				
	Main harness				
	control harness				
	Air bag control module				
	Alarm and siren				
	Central locking system				
	Engine computer and management system				

	Engine control unit[ECU]				
3	Interior				
	Dash Panels				
	Dashboard				
	Center console				
	Glove compartment				
	Hood and trunk release cable				
	Floor components and parts				
	Carpet and other floor material				
	Center console (front and rear)				
	Roll cage				
	Car seat				
	Arm Rest				
	Bench seat				
	Bucket seat				
	Fastener				
	Headrest				
	Seat belt				
	Seat bracket				
	Seat cover				
	Seat track				
	Back seat				
4	Power-train and chassis				
	Braking system				
	Anti-lock braking system				
	Adjusting mechanism (<i>adjuster star wheel</i>)				
	Anchor				
	Bleed nipple				
	Brake backing plate				
	Brake backing pad				
	Brake cooling duct				
	Brake disc				
	Brake Fluid				
	Brake drum				
	Brake lining				
	Brake pad				
	Brake pedal				
	Brake piston				

	Brake pump				
	Brake roll				
	Brake rotor				
	Brake servo				
	Brake shoe				
	Brake lining				
	Shoe web				
	Brake warning light				
	Calibrated friction brake				
	Caliper				
	Combination valve				
	Dual circuit brake system				
	Hold-down springs (<i>retainer springs</i>)				
	Hose				
	Brake booster hose				
	Air brake nylon hose				
	Brake duct hose				
	Hydraulic booster unit				
	Load-sensing valve				
	Master cylinder				
	Metering valve				
	Other braking system parts				
	Park brake lever/handle (hand brake)				
	Pressure differential valve				
	Proportioning valve				
	Reservoir				
	Shoe return spring				
	Tyre				
	Vacuum brake booster				
	Wheel cylinder (<i>slave cylinder</i>)				
	Wheel stud				
	Engine components and parts				
	Diesel engine, petrol engine				
	Air duct				
	Air intake housing				
	Air intake manifold				
	Camshaft				
	Camshaft bearing				
	Camshaft fastener				
	Camshaft follower				

	Camshaft locking plate				
	Camshaft pushrod				
	Camshaft spacer ring				
	Camshaft phase variator				
	Connecting rod				
	Connecting rod bearing				
	Connecting rod bolt				
	Connecting rod washer				
	Crank case				
	Crank pulley				
	Crankshaft				
	Crankshaft oil seal				
	Cylinder head				
	Cylinder head cover				
	Other cylinder head cover parts				
	Cylinder head gasket				
	Distributor				
	Distributor cap				
	Drive belt				
	Engine block				
	Engine cradle				
	Engine shake damper and vibration absorber				
	Engine valve				
	Fan belt				
	Gudgeon pin (<i>wrist pin</i>)				
	Harmonic balancer				
	Heater				
	Mounting				
	Piston				
	Piston pin and crank pin				
	Piston pin bush				
	Piston ring and circlip				
	Poppet valve				
	PCV valve (positive crankcase ventilation valve)				
	Pulley part				
	Rocker arm				
	Rocker cover				
	Starter motor				
	Starter pinion				
	Starter ring				
	Turbocharger and supercharger	85			

	Tappet				
	Timing tape				
	Valve cover				
	Valve housing				
	Valve spring				
	Valve stem seal				
	Water pump pulley				
	Engine cooling system				
	Air blower				
	Coolant hose (clamp)				
	Cooling fan				
	Fan blade				
	Fan clutch				
	Radiator				
	Radiator bolt				
	Radiator (fan) shroud				
	Radiator gasket				
	Radiator pressure cap				
	Overflow tank				
	Thermostat				
	Water neck				
	Water neck o-ring				
	Water pipe				
	Water pump				
	Water pump gasket				
	Water tank				
	Engine oil systems				
	Oil filter				
	Oil gasket				
	Oil pan				
	Oil pipe				
	Oil pump				
	Oil strainer				
	Exhaust system				
	Catalytic converter				
	Exhaust clamp and bracket				
	Exhaust flange gasket				
	Exhaust gasket				
	Exhaust manifold				
	Exhaust manifold gasket				
	Exhaust pipe				
	Heat shield				

	Heat sleeving and tape				
	Resonator				
	Muffler (Silencer)				
	Spacer ring				
	Fuel supply system				
	Air filter				
	Carburetor				
	Carburetor parts				
	Choke cable				
	EGR valve				
	Fuel cap				
	Fuel cell				
	Fuel cell component				
	Fuel cooler				
	Fuel distributor				
	Fuel filter				
	Fuel filter seal				
	Fuel injector				
	Fuel injector nozzle				
	Fuel line				
	Fuel pump				
	Fuel pump gasket				
	Fuel pressure regulator				
	Fuel rail				
	Fuel tank				
	Fuel tank cover				
	Fuel water separator				
	Intake manifold				
	Intake manifold gasket				
	LPG (Liquefied petroleum gas) system assembly				
	Throttle body				
	Suspension and steering systems				
	Axle				
	Camber arm				
	Control arm				
	Beam axle				
	Idler arm				
	Kingpin				
	Lateral link				
	Pan-hard rod				
	Pit-man arm				

	Power steering assembly and component				
	Rack end				
	Shock absorber				
	Spindle				
	Spring				
	Air spring				
	Coil spring				
	Leaf and parabolic leaf spring				
	Ball joint				
	Rubber spring				
	Spiral spring				
	Stabilizer bars and link				
	Steering arm				
	Steering box				
	Steering column assembly				
	Steering rack (a form of steering gear; see also rack and pinion and recirculating ball)				
	Steering shaft				
	Steering wheel (driving wheel)				
	Strut				
	Stub axle				
	Suspension link and bolt				
	Sway bar link				
	Tie bar				
	Tie rod				
	Tie rod end				
	Track Bar				
	Toe link				
	Trailing arm				
	Transmission system				
	Adjustable pedal				
	Axle shaft				
	Bell housing				
	Universal joint				
	Other belts				
	Carrier assembly				
	Chain wheel and sprocket				
	Clutch assembly				
	Clutch cable				
	Clutch disk				
	Clutch fan				

	Clutch fork				
	Clutch hose				
	Clutch lever				
	Clutch lining				
	Clutch pedal				
	Clutch pressure plate				
	Clutch shoe				
	Clutch spring				
	Differential				
	Differential case				
	Pinion bearing				
	Differential clutch				
	Spider gears				
	Differential casing				
	Differential flange				
	Differential gear				
	Differential seal				
	Flywheel				
	Flywheel ring gear				
	Gear				
	Gear coupling				
	Gear pump				
	Gear ring				
	Gear stick (gear-stick, gear lever, selection lever, shift stick, gear shifter)				
	Gearbox				
	Idler gear				
	Knuckle				
	Master cylinder				
	Output shaft				
	Pinion				
	Planetary gear set				
	Prop shaft (drive shaft, propeller shaft)				
	Shift cable				
	Shift fork				
	Shift knob				
	Shift lever				
	Slave cylinder				
	Speed reducer				
	Speedometer gear				
	Steering gear				

	Torque converter				
	Trans-axle housing				
	Transfer case				
	Transmission gear				
	Transmission pan				
	Transmission seal and bonded piston				
	Transmission spring				
	Transmission yoke				
5	Miscellaneous auto parts				
	Universal joint (UJ, card-an joint)				
	Bearings				
	Grooved ball bearing				
	Needle bearing				
	Roller bearing				
	Sleeve bearing				
	wheel bearing				
	Mirror				
	Horn				
	Sun visor				

Table 4E: PASSAT MODEL

All prices include labor, parts, sundries and VAT Applicable in Ksh for replacement of part/assembly. (use genuine parts only)		
	Item Description	VW PASSAT (CDA)
1	Car body and main part	
	Bonnet/hood	
	Bumper	
	Fender (wing or mudguard)	
	Front fascia and header panel	
	Grille (also called grill)	
	Quarter panel	
	Radiator core support	
	Rocker	
	Roof rack	
	Front spoiler (<i>air dam</i>)	
	Rear spoiler (<i>wing</i>)	
	Rims	
	Hubcap	
	Trim package	
	Trunk/boot/hatch	
	Doors	
	Front Right Outer door handle	90

	Front Left Side Outer door handle	
	Rear Right Side Outer door handle	
	Rear Left Side Outer door handle	
	Front Right Side Inner door handle	
	Front Left Side Inner door handle	
	Rear Right Side Inner door handle	
	Rear Left Side Inner door handle	
	Back Door Outer Door Handles	
	Front Right Side Window motor	
	Front Left Side Window motor	
	Rear Right Side Window motor	
	Rear Left Side Window motor	
	Door control module	
	Door seal	
	Door water-shield	
	Hinge	
	Door latch	
	Door lock and power door locks	
	Central-locking	
	Fuel tank (or fuel filler) door	
	Windows	
	Glass	
	Front Right Side Door Glass	
	Front Left Side Door Glass	
	Rear Right Side Door Glass	
	Rear Left Side Door Glass	
	Rear Right Quarter Glass	
	Rear Left Quarter Glass	
	Window motor	
	Window regulator	
	Windshield (also called windscreen)	
	Windshield washer motor	
	Window seal	
2	Electrical and electronics	
	Audio/video devices	
	Antenna assembly	
	Antenna cable	
	Radio and media player	
	Speaker	
	Tuner	
	Subwoofer	

	Video player	
	Electrical supply system;	
	Alternator	
	Battery Cable terminal	
	Voltage regulator	
	Gauges and meters;	
	Odometer	
	Speedometer	
	Tachometer	
	Fuel gauge	
	Temperature gauge	
	Voltmeter	
	Water temperature meter	
	Oil pressure gauge	
	Ignition electronic system;	
	Sparking cable	
	Ignition coil	
	Spark plug	
	Glow Plug	
	Engine bay lighting;	
	Fog light (also called foglamp)	
	Spotlight	
	Headlight (also called headlamp)	
	Headlight motor	
	Interior light and lamp	
	License plate lamp (also called number plate lamp or registration plate lamp)	
	Side lighting	
	Tail light	
	Tail light cover	
	Indicator light	
	turn signal control, also called the turn signal lever, also called the "turn signal stalk", typically mounted on the steering shaft behind the steering wheel	
	Sensors	
	Airbag sensors	
	Automatic transmission speed sensor	
	Camshaft position sensor	
	Crankshaft position sensor	
	Coolant temperature sensor	
	Fuel level sensor	
	Fuel pressure sensor	92

	Knock sensor	
	Light sensor	
	MAP sensor	
	Mass airflow sensor	
	Oil level sensor	
	Oil pressure sensor	
	Oxygen sensor (o2)	
	Throttle position sensor	
	ABS Sensor	
	Starting system;	
	Starter	
	Starter drive	
	starter pinion gear	
	Starter motor	
	Starter solenoid	
	Glowplug	
	Electrical switches;	
	Battery	
	Door switch	
	Ignition switch	
	Power window switch	
	Steering column switch	
	Switch cover	
	Switch panel	
	Thermostat	
	Frame switch	
	Fan ditch	
	Parts and functions of starter system	
	Neutral Safety Switch	
	Wiring harnesses;	
	Air conditioning harness	
	Engine compartment harness	
	Interior harness	
	floor harness	
	Main harness	
	control harness	
	Air bag control module	
	Alarm and siren	
	Central locking system	
	Engine computer and management system	
	Engine control unit[ECU]	

3	Interior	
	Dash Panels	
	Dashboard	
	Center console	
	Glove compartment	
	Hood and trunk release cable	
	Floor components and parts	
	Carpet and other floor material	
	Center console (front and rear)	
	Roll cage	
	Car seat	
	Arm Rest	
	Bench seat	
	Bucket seat	
	Fastener	
	Headrest	
	Seat belt	
	Seat bracket	
	Seat cover	
	Seat track	
	Back seat	
4	Power-train and chassis	
	Braking system	
	Anti-lock braking system	
	Adjusting mechanism (<i>adjuster star wheel</i>)	
	Anchor	
	Bleed nipple	
	Brake backing plate	
	Brake backing pad	
	Brake cooling duct	
	Brake disc	
	Brake Fluid	
	Brake drum	
	Brake lining	
	Brake pad	
	Brake pedal	
	Brake piston	
	Brake pump	
	Brake roll	

	Brake rotor	
	Brake servo	
	Brake shoe	
	Brake lining	
	Shoe web	
	Brake warning light	
	Calibrated friction brake	
	Caliper	
	Combination valve	
	Dual circuit brake system	
	Hold-down springs (<i>retainer springs</i>)	
	Hose	
	Brake booster hose	
	Air brake nylon hose	
	Brake duct hose	
	Hydraulic booster unit	
	Load-sensing valve	
	Master cylinder	
	Metering valve	
	Other braking system parts	
	Park brake lever/handle (hand brake)	
	Pressure differential valve	
	Proportioning valve	
	Reservoir	
	Shoe return spring	
	Tyre	
	Vacuum brake booster	
	Wheel cylinder (<i>slave cylinder</i>)	
	Wheel stud	
	Engine components and parts	
	Diesel engine, petrol engine	
	Air duct	
	Air intake housing	
	Air intake manifold	
	Camshaft	
	Camshaft bearing	
	Camshaft fastener	
	Camshaft follower	
	Camshaft locking plate	
	Camshaft pushrod	
	Camshaft spacer ring	
	Camshaft phase variator	

	Connecting rod	
	Connecting rod bearing	
	Connecting rod bolt	
	Connecting rod washer	
	Crank case	
	Crank pulley	
	Crankshaft	
	Crankshaft oil seal	
	Cylinder head	
	Cylinder head cover	
	Other cylinder head cover parts	
	Cylinder head gasket	
	Distributor	
	Distributor cap	
	Drive belt	
	Engine block	
	Engine cradle	
	Engine shake damper and vibration absorber	
	Engine valve	
	Fan belt	
	Gudgeon pin (<i>wrist pin</i>)	
	Harmonic balancer	
	Heater	
	Mounting	
	Piston	
	Piston pin and crank pin	
	Piston pin bush	
	Piston ring and circlip	
	Poppet valve	
	PCV valve (positive crankcase ventilation valve)	
	Pulley part	
	Rocker arm	
	Rocker cover	
	Starter motor	
	Starter pinion	
	Starter ring	
	Turbocharger and supercharger	
	Tappet	
	Timing tape	
	Valve cover	
	Valve housing	96

	Valve spring	
	Valve stem seal	
	Water pump pulley	
	Engine cooling system	
	Air blower	
	Coolant hose (clamp)	
	Cooling fan	
	Fan blade	
	Fan clutch	
	Radiator	
	Radiator bolt	
	Radiator (fan) shroud	
	Radiator gasket	
	Radiator pressure cap	
	Overflow tank	
	Thermostat	
	Water neck	
	Water neck o-ring	
	Water pipe	
	Water pump	
	Water pump gasket	
	Water tank	
	Engine oil systems	
	Oil filter	
	Oil gasket	
	Oil pan	
	Oil pipe	
	Oil pump	
	Oil strainer	
	Exhaust system	
	Catalytic converter	
	Exhaust clamp and bracket	
	Exhaust flange gasket	
	Exhaust gasket	
	Exhaust manifold	
	Exhaust manifold gasket	
	Exhaust pipe	
	Heat shield	
	Heat sleeving and tape	
	Resonator	
	Muffler (Silencer)	
	Spacer ring	

	Fuel supply system	
	Air filter	
	Carburetor	
	Carburetor parts	
	Choke cable	
	EGR valve	
	Fuel cap	
	Fuel cell	
	Fuel cell component	
	Fuel cooler	
	Fuel distributor	
	Fuel filter	
	Fuel filter seal	
	Fuel injector	
	Fuel injector nozzle	
	Fuel line	
	Fuel pump	
	Fuel pump gasket	
	Fuel pressure regulator	
	Fuel rail	
	Fuel tank	
	Fuel tank cover	
	Fuel water separator	
	Intake manifold	
	Intake manifold gasket	
	LPG (Liquefied petroleum gas) system assembly	
	Throttle body	
	Suspension and steering systems	
	Axle	
	Camber arm	
	Control arm	
	Beam axle	
	Idler arm	
	Kingpin	
	Lateral link	
	Pan-hard rod	
	Pit-man arm	
	Power steering assembly and component	
	Rack end	
	Shock absorber	
	Spindle	

	Spring	
	Air spring	
	Coil spring	
	Leaf and parabolic leaf spring	
	Ball joint	
	Rubber spring	
	Spiral spring	
	Stabilizer bars and link	
	Steering arm	
	Steering box	
	Steering column assembly	
	Steering rack (a form of steering gear; see also rack and pinion and recirculating ball)	
	Steering shaft	
	Steering wheel (driving wheel)	
	Strut	
	Stub axle	
	Suspension link and bolt	
	Sway bar link	
	Tie bar	
	Tie rod	
	Tie rod end	
	Track Bar	
	Toe link	
	Trailing arm	
	Transmission system	
	Adjustable pedal	
	Axle shaft	
	Bell housing	
	Universal joint	
	Other belts	
	Carrier assembly	
	Chain wheel and sprocket	
	Clutch assembly	
	Clutch cable	
	Clutch disk	
	Clutch fan	
	Clutch fork	
	Clutch hose	
	Clutch lever	
	Clutch lining	

	Clutch pedal	
	Clutch pressure plate	
	Clutch shoe	
	Clutch spring	
	Differential	
	Differential case	
	Pinion bearing	
	Differential clutch	
	Spider gears	
	Differential casing	
	Differential flange	
	Differential gear	
	Differential seal	
	Flywheel	
	Flywheel ring gear	
	Gear	
	Gear coupling	
	Gear pump	
	Gear ring	
	Gear stick (gear-stick, gear lever, selection lever, shift stick, gear shifter)	
	Gearbox	
	Idler gear	
	Knuckle	
	Master cylinder	
	Output shaft	
	Pinion	
	Planetary gear set	
	Prop shaft (drive shaft, propeller shaft)	
	Shift cable	
	Shift fork	
	Shift knob	
	Shift lever	
	Slave cylinder	
	Speed reducer	
	Speedometer gear	
	Steering gear	
	Torque converter	
	Trans-axle housing	
	Transfer case	
	Transmission gear	

	Transmission pan	
	Transmission seal and bonded piston	
	Transmission spring	
	Transmission yoke	
5	Miscellaneous auto parts	
	Universal joint (UJ, card-an joint)	
	Bearings	
	Grooved ball bearing	
	Needle bearing	
	Roller bearing	
	Sleeve bearing	
	wheel bearing	
	Mirror	
	Horn	
	Sun visor	

**SPECIFICATION FOR SUPPLY OF SPARE PARTS AND SERVICES OF MOTOR VEHICLES
AND MOTORCYCLE**

1. ISUZU/MITSUBISHI

ITEM	DESCRIPTION	QTY	UNITS	RATES (KSHS)
2.	Boggy	1	NO	
3.	Boggy bushes	1	NO	
4.	Controller Arm bushes	1	NO	
5.	Crank Shaft	1	NO	
6.	Release bearing	1	NO	
7.	Cross Bearing	1	NO	
8.	Pressure Plate	1	NO	
9.	Clutch Plate	1	NO	
10.	Terminals	1	NO	
11.	Pressure Pipe	1	NO	
12.	Brake boosters	1	NO	
88.	Brake lining	1	NO	
14.	Brake pads	1	NO	
15.	Connectors	1	NO	
16.	Universal joint	1	NO	
17.	Oil seals	1	NO	
18.	Release bearing	1	NO	
19.	Gate valves	1	NO	
20.	Gear cables	1	NO	
21.	High and low kits	1	NO	
22.	fan belts	1	NO	
23.	Alternators	1	NO	
24.	Cabin Bushes	1	NO	
25.	Fuel tanks caps	1	NO	
26.	Side mirrors	1	NO	
27.	Speedometer meter	1	NO	
28.	Water pumps	1	NO	
29.	Mono pumps	1	NO	
30.	Water separators	1	NO	
31.	U bolts	1	NO	
32.	Center bolts	1	NO	
33.	Quarter pins	1	NO	
34.	Clutch pistons	1	NO	
35.	Hydraulic oil	1	NO	
36.	Gear oil	1	NO	
37.	Hub greasing	1	NO	

38.	Center beam	1	NO	
39.	Engine mounting	1	NO	
40.	Gear box mounting	1	NO	
41.	Studs	1	NO	
42.	Shock absorbers	1	NO	
43.	Tie rods ends/Tie rods	1	NO	
44.	Main bearing, con bearing, piston ring, gasket head	1	NO	
45.	Brake Motor cylinder	1	NO	
46.	Indicators	1	NO	
47.	Wiring	1	NO	
48.	Welding	1	NO	
49.	Painting	1	NO	
50.	Crane gears	1	NO	
51.	Diff oil	1	NO	
52.	Axel (front and rear)	1	NO	
53.	Fuel pump	1	NO	
54.	Plugs	1	NO	
55.	Injector nozzle	1	NO	
56.	Injector pump	1	NO	
57.		1	NO	
58.	16X7.5 Tyres [4WD Vehicles]	1	NO	
59.	17x9.0Tyres [Crane Truck]	1	NO	
60.	22.5x12 Tyres [Water Boozers]	1	NO	
61.	12V Acid Battery	1	NO	
62.	Wheel Spanner S24	1	NO	
63.	Grease Gun	1	NO	
64.	30 Ton Hydraulic Jack	1	NO	
65.	5 Ton Hydraulic Jack	1	M	
66.	De-Watering PUMP	1	NO	
67.	8mm Flexible Horse Pipe	1	NO	
68.	Engine Oil [Diesel SAE 40]	1	NO	
69.	Gear Box Oil	1	NO	
70.	Brake Fluid	1	NO	
71.	Grease	1	Set	
72.	4WD VEHICLES	1	NO	
73.	Oil Filter Element [Primary]	1	NO	
74.	Oil Filter Element [Secondary]	1	NO	
75.	Fuel Filter Element [Primary]	1	NO	
76.	Fuel filter Element [Secondary]	1	NO	
77.	Air Cleaner Element	1	NO	

78.	Servicing	1	NO	
79.	Suspension system repair	1	NO	
80.	Electrical System repair	1	NO	
81.	Engine Overhaul	1	NO	
82.	ISUZU FVZ MODEL 2	1	NO	
83.	Oil Filter Element [Primary]	1	NO	
84.	Oil Filter Element [Secondary]	1	NO	
85.	Fuel Filter Element [Primary]	1	NO	
86.	Fuel filter Element [Secondary]	1	NO	
87.	Air Cleaner Element	1	NO	
88.	Servicing	1	NO	
89.	Suspension system repair	1	NO	
90.	Electrical System repair	1	NO	
91.	Engine Overhaul	1	NO	
92.	Springs Main Leaf 2' 3' 4' 5' 6'	1	NO	
93.	Mitsubishi Fuso 4x4 Truck	1	NO	
94.	Oil Filter Element[Primary]	1	NO	
95.	OIL Filter Element [Secodary]	1	NO	
96.	Fuel Filter Element [Primary]	1	NO	
97.	Fuel Filter Element [Secondary]	1	NO	
98.	Air Cleaner Element	1	NO	
99.	Servicing	1	NO	
100.	Suspension system repair	1	NO	
101.	Electrical System repair	1	NO	
102.	Engine Overhaul	1	NO	

103. LAND CRUIZER ,NISSAN PATROL

ITEM	DESCRIPTION	QTY	UNITS	RATES (KSHS)
104	Con bearing	1	NO	
105	Release bearing	1	NO	
106	Engine mounting	1	NO	
107	Gear box mounting	1	NO	
108	Rotor	1	NO	
109	Batteries N70	1	NO	
110	Stabilizer	1	NO	
111	Brake pads	1	NO	
112	Brake lining	1	NO	
188	Bonnet catcher	1	NO	
114	Brake master cylinder	1	NO	
115	Coil springs	1	NO	
116	Shock absorbers	1	NO	
117	Air cleaner	1	NO	
118	Arm bushes	1	NO	
119	Tie rods	1	NO	
120	Wiper motor	1	NO	
121	Side mirrors	1	NO	
122	Shaft	1	NO	
123	Diff	1	NO	
124	Diff oil	1	NO	
125	Pressure plate	1	NO	
126	Clutch plate	1	NO	
127	Injector nozzle	1	NO	
128	Injector pump	1	NO	
129	Fuel pump	1	NO	
880	Dashboard clock	1	NO	
881	Air condition System/Gas	1	NO	
882	Fan belt	1	NO	
883	T-belt	1	NO	
884	Radiator	1	NO	
885	Alternator	1	NO	
886	Head light	1	NO	
887	Self starter	1	NO	
888	Tires LT 265/ 75R16	1	NO	
889	Hub greasing	1	NO	
140	Wiring	1	NO	
141	Welding	1	NO	
142	Panel beating	1	NO	
143	Starter/ignition coil	1	NO	
144	Brake fluid	1	NO	
145	Steering fluid	1	NO	

146	Indicators	1	NO	
147	Steering pump	1	NO	
148	Steering rack	1	NO	
149	Fan	1	NO	
150	Door locks	1	NO	
151	Turbo Charger	1	NO	
152	Battery Terminals	1	NO	
153	Gasket head	1	NO	
154	Tensioner	1	NO	
155	Brake master cylinder	1	NO	
156	Wheel studs	1	NO	
157	Wheel Spanner	1	NO	
158	Jack 5 tones	1	NO	
159	painting	1	NO	
160	Buffing			

MOTORCYCLES 100CC, 125CC,151-180CC

Item	Description	Qty	Units	Rates (Kshs)
1.	Alloy Wheel Front -100cc	1	NO	
2.	Alloy Wheel Rear -100cc	1	NO	
3.	Axle Front Wheel -100cc	1	NO	
4.	Axle Rear Wheel -100cc	1	NO	
5.	Bearing 6002 -100cc	1	NO	
6.	Bearing 6003 -100cc	1	NO	
7.	Bearing 6200 -100cc	1	NO	
8.	Bearing 6201 -100cc	1	NO	
9.	Bearing 6203 -100cc	1	NO	
10.	Bearing 6300 Front Wheel - 100cc	1	NO	
11.	Choke Cable -100cc	1	NO	
12.	Clutch Cable -100cc	1	NO	
13.	Throttle Cable -100cc	1	NO	
14.	Brake Cable -100cc	1	NO	
15.	Speedometer Cable -100cc	1	NO	
16.	Caliper Assy Front / Front Brake Assy -100cc	1	NO	
17.	Cam Shaft -100cc	1	NO	
18.	Carburetor -100cc	1	NO	
19.	Cdi Unit Assy -100cc	1	NO	
20.	Clutch Complete -100cc	1	NO	
21.	Center Clutch Housing -100cc	1	NO	
22.	Crankcase Component Left -100cc	1	NO	
23.	Crankcase Component Right -100cc	1	NO	
24.	Crankcase Cover Left / Magneto Cover -100cc	1	NO	

25.	Crankcase Cover Right / Clutch Cover -100cc	1	NO	
26.	Cylinder Block Assy - 100cc	1	NO	
27.	Cylinder Head -100cc	1	NO	
28.	Filter Net -100cc	1	NO	
29.	Flasher -100cc	1	NO	
30.	Front Fender - 100cc	1	NO	
31.	Front Shockabsorber Lh -100cc	1	NO	
32.	Front Shockabsorber Rh -100cc	1	NO	
33.	Oil Seal Front Shocker (30*40.5*10.5) -100cc	1	NO	
34.	Oil Seal Gear Shaft(88*22*5.5)-100cc	1	NO	
35.	Oil Seal Kick Shaft(16*25*7) -100cc	1	NO	
36.	Oil Seal Sprocket Shaft(22*32*5.5) -100cc	1	NO	
37.	Oil Seal Magneto Shaft(17*31*7) -100cc	1	NO	
38.	Oil Seal Clutch Release(12*20*5.5) -100cc	1	NO	
39.	Front Sprocket -100cc	1	NO	
40.	Front Sprocket Lock Plate -100cc	1	NO	
41.	Front Sprocket Cover -100cc	1	NO	
42.	Fuel Switch/ Fuel Tap -100cc	1	NO	
43.	Fuel Tank -100cc	1	NO	
44.	FUEL TANK FRONT BUFFERING RUBBERΦ42×Φ20×1 -100cc	1	NO	
45.	Fuel Tank Rear Buffering Rubber -100cc	1	NO	
46.	Gasket Cylinder Block -100cc	1	NO	
47.	Gasket Cylinder Head -100cc	1	NO	
48.	Gasket Magneto Cover -100cc	1	NO	
49.	Gasket Right Crankcase Cover / Clutch Cover -100cc	1	NO	
50.	Gasket Crankcase -100cc	1	NO	
51.	Gear Lever -100cc	1	NO	
52.	Speedometer Gear And Pinion - 100cc	1	NO	
53.	Grip Left Handlebar -100cc	1	NO	
54.	Grip Right Handlebar -100cc	1	NO	
55.	Guide Plate -100cc	1	NO	
56.	Handle Bar -100cc	1	NO	
57.	Headlight Bracket Left -100cc	1	NO	
58.	Headlight Bracket Right -100cc	1	NO	
59.	Ignition Coil Assy / Ht Coil -100cc	1	NO	
60.	Intake Pipe Bakelight -100cc	1	NO	
61.	Intake Pipe Insulation Pad -100cc	1	NO	
62.	Kick Starter/ Kick Lever -100cc	1	NO	
63.	Left Rear Cover / Front Sprocket Cover - 100cc	1	NO	
64.	Leg Guard - 100cc	1	NO	
65.	Lifter Assy.Tensioner Adjuster -100cc	1	NO	
66.	Magnet -100cc	1	NO	

67.	Magneto Coil -100cc	1	NO	
68.	Main Footrest Comp.-100cc	1	NO	
69.	Main Stand -100cc	1	NO	
70.	Side Mirror Left -100cc	1	NO	
71.	Side Mirror Right -100cc	1	NO	
72.	Oil Drain Plug -100cc	1	NO	
73.	Oil Filter Net -100cc	1	NO	
74.	Oil Cooling Pipe -100cc	1	NO	
75.	Oil Cooling Pipe Bolt -100cc	1	NO	
76.	Oil Pump Comp. -100cc	1	NO	
77.	Rear Brake Assy -100cc	1	NO	
78.	Rear Brake Pedal -100cc	1	NO	
79.	Rear Brake Return Spring -100cc	1	NO	
80.	Rear Brake Rod -100cc	1	NO	
81.	Rear Carrier -100cc	1	NO	
82.	Rear Fender (A) -100cc	1	NO	
83.	Rear Fender (B) -100cc	1	NO	
84.	Rear Footrest Bracket Lh -100cc	1	NO	
85.	Rear Footrest Bracket Rh -100cc	1	NO	
86.	Rear Footrest,Rear Left -100cc	1	NO	
87.	Rear Footrest,Rear Right -100cc	1	NO	
88.	Rear Shock Absorber Simba -100cc	1	NO	
89.	Rear Sprocket - 100cc	1	NO	
90.	Rectifier / Regulator -100cc	1	NO	
91.	Rocker Arm -100cc	1	NO	
92.	Seat Assy - 100cc	1	NO	
93.	Gear Shift Arm Assembly / Gear Shaft -100cc	1	NO	
94.	Side Cover Left -100cc	1	NO	
95.	Side Cover Right -100cc	1	NO	
96.	Speedometer Complete -100cc	1	NO	
97.	Steering Bearing -100cc	1	NO	
98.	Steering Stem -100cc	1	NO	
99.	Steering Upper Stem -100cc	1	NO	
100.	Dimer Switch/Switch Assy Handlebar Lh -100cc	1	NO	
101.	Dimer Switch/Switch Assy Handlebar Rh -100cc	1	NO	
102.	Tensioner Rubber Big / Starter Chan Guid -100cc	1	NO	
103.	Tensioner Rubber Small/ Guid Plate Chain -100cc	1	NO	
104.	Timing Chain -100cc	1	NO	
105.	Timing Driven Sprocket -100cc	1	NO	
106.	Valve Kit -100cc	1	NO	
107.	Wiring Harness -100cc	1	NO	
108.	Rear Sprocket Bracket -100cc	1	NO	

109.	Bottle Holder		NO	
110.	Shaft Rocker Arm -100cc		NO	
111.	Valve Spring Upper Seat - 100cc		NO	
112.	Valve Cliper / Valve Lock -100cc		NO	
113.	Valve Spring - 100cc		NO	
114.	Spring Rear Brake Switch - 100cc		NO	
115.	Bush Rear Wheel - 100cc		NO	
116.	Shaft Main Stand - 100cc		NO	
117.	Headlight Adjustment Bracket - 100cc		NO	
118.	Frame Assembly - 100cc		NO	
119.	Observer Hole Screw Plug - 100cc		NO	
125CC, 151-180CC				
120.	Bearing 16003 Clutch -Ug Boss	1	NO	
121.	Bearing 6004 - Ug Boss	1	NO	
122.	Bearing 6006 - Ug Boss	1	NO	
123.	Bearing 6201 -Ug Boss	1	NO	
124.	Bearing 6202 Rear Wheel -Ug Boss	1	NO	
125.	Bearing 6204 -Ug Boss	1	NO	
126.	Bearing 6301 Front Wheel -Ug Boss	1	NO	
127.	Bearing 6302 Rear Wheel - Ug Boss	1	NO	
128.	Bearing 6b42 Crankshaft -Ug Boss	1	NO	
129.	Accelerator Grip -Ug Boss	1	NO	
130.	Accelerator / Throttle Cable-Ug Boss	1	NO	
131.	Air Cleaner Complete -Ug Boss	1	NO	
132.	Air Cleaner Hose Pipe -Ug Boss	1	NO	
133.	Air Cleaner Element Foam Type -Ug Boss	1	NO	
134.	Battery Holder /Box-Ug Boss	1	NO	
135.	Battery Powder Type 12v5 -Ug Boss	1	NO	
136.	Big Footrest Left -Ug Boss	1	NO	
137.	Big Footrest Right -Ug Boss	1	NO	
138.	Bottle Holder -Ug Boss	1	NO	
139.	Brake Cable -Ug Boss	1	NO	
140.	Brake Cam Front -Ug Boss	1	NO	
141.	Brake Cam Rear -Ug Boss	1	NO	
142.	Brake Lever With Mirror Holder -Ug Boss	1	NO	
143.	Brake Pad /Shoe Rear-Ug Boss	1	NO	
144.	Brake Pad/ Shoe Front-Ug Boss	1	NO	
145.	Brake Pedal -Ug Boss	1	NO	
146.	Cam Shaft -Ug Boss	1	NO	
147.	Carburator -Ug Boss	1	NO	
148.	Cdi / Power Pack -Ug Boss	1	NO	
149.	Center Clutch Bush -Ug Boss	1	NO	
150.	Center Clutch Housing -Ug Boss	1	NO	

151.	Chain 124l -Ug Boss	1	NO	
152.	Chain Adjuster -Ug Boss	1	NO	
153.	Chain Box -Ug Boss	1	NO	
154.	Chain Box Rubber -Ug Boss	1	NO	
155.	Chain Guid Rubber-Ug Boss	1	NO	
156.	Choke Cable -Ug Boss	1	NO	
157.	Clutch Cable -Ug Boss	1	NO	
158.	Clutch Complete -Ug Boss	1	NO	
159.	Clutch Cover - Ug Boss	1	NO	
160.	Gasket Clutch Cover -Ug Boss	1	NO	
161.	Clutch Lever Arm Engine Part-Ug Boss	1	NO	
162.	Clutch Lever With Mirror Holder Ug-Ug Boss	1	NO	
163.	Clutch Plate -Ug Boss	1	NO	
164.	Connecting Part Of The Rear Sprocket/Dry Unit-Ug Boss	1	NO	
165.	Counter Shaft Assembly -Ug Boss	1	NO	
166.	Counter Shaft -Ug Boss	1	NO	
167.	Crankcase Left-Ug Boss	1	NO	
168.	Crankcase Right-Ug Boss	1	NO	
169.	Gasket Crankcase -Ug Boss	1	NO	
170.	Crankshaft Complete -Ug Boss	1	NO	
171.	Cylinder Block Complete -Ug Boss	1	NO	
172.	Gasket Cylinder Block -Ug Boss	1	NO	
173.	Gasket Cylinder Head -Ug Boss	1	NO	
174.	Cylinder Head Assy. -Ug Boss	1	NO	
175.	Cylinder Head Stud Small-Ug Boss	1	NO	
176.	Cylinder Head Stud Big -Ug Boss	1	NO	
177.	Dimer Switch/Handlebar Switch Lhs - Ug Boss	1	NO	
178.	Dimer Switch/Handlebar Switch RhS - Ug Boss	1	NO	
179.	Disc Gear For Magneto -Ug Boss	1	NO	
180.	Engine Oil Gauge/ Deep Stick-Ug Boss	1	NO	
181.	Valve Guide -Ug Boss	1	NO	
182.	Engine Valve - (In & Ex) -Ug Boss	1	NO	
183.	Valve Seal (Pair) -Ug Boss	1	NO	
184.	Flasher 12v -Ug Boss	1	NO	
185.	Footrest Rubber -Ug Boss	1	NO	
186.	Front Carrier /Head Lamp Guard - Ug Boss	1	NO	
187.	Front Mud Flap-Ug Boss	1	NO	
188.	Front Mud Flap X -Ug Boss	1	NO	
189.	Front Mud Guard / Front Fender-Ug Boss	1	NO	
190.	Front Fender X -Ug Boss	1	NO	
191.	Front Rim Complete -Ug Boss	1	NO	

192.	Front Shock Absorber Lhs-Ug Boss	1	NO	
193.	Front Shock Absorber Rhs-Ug Boss	1	NO	
194.	Front Shocker Dust Rubber(Pair)-Ug Boss	1	NO	
195.	Front Sprocket Cover / Engine Tail Cover - Ug Boss	1	NO	
196.	Front Sprocket / Sprocket Drive -Ug Boss	1	NO	
197.	Front Wheel Axle -Ug Boss	1	NO	
198.	Front Wheel Drum -Ug Boss	1	NO	
199.	Fuel Pipe -Ug Boss	1	NO	
200.	Fuel Sensor/Guage -Ug Boss	1	NO	
201.	Fuel Tank -Ug Boss	1	NO	
202.	Fuel Tap -Ug Boss	1	NO	
203.	Gear Shaft -Ug Boss	1	NO	
204.	Gear Lever -Ug Boss	1	NO	
205.	Hand Guard Lhs -Ug Boss	1	NO	
206.	Hand Guard Rhs-Ug Boss	1	NO	
207.	Handle Bar End Pice/ Acc. Grip Bolt-Ug Boss	1	NO	
208.	Handle Bar -Ug Boss	1	NO	
209.	Handle Grip -Ug Boss Lhs	1	NO	
210.	Head Lamp Bulb -Ug Boss	1	NO	
211.	Head Lamp Case Black -Ug Boss	1	NO	
212.	Head Lamp Complete -Ug Boss	1	NO	
213.	Head Lamp Holder/Indicator Bracket Lhs - Ug Boss	1	NO	
214.	Head Lamp Holder/Indicator Bracket Rhs - Ug Boss	1	NO	
215.	Horn -Ug Boss	1	NO	
216.	Ht Coil -Ug Boss	1	NO	
217.	Front Wheel Drum Brake Assy. -Ug Boss	1	NO	
218.	Rear Wheel Drum Brake Assy. -Ug Boss	1	NO	
219.	Indicator Bulb-Ug Boss	1	NO	
220.	Indicator Complete Front -Ug Boss	1	NO	
221.	Indicator Complete Rear -Ug Boss	1	NO	
222.	Insulating Mat -Ug Boss	1	NO	
223.	Intake Pipe -Ug Boss	1	NO	
224.	Kick Lever -Ug Boss	1	NO	
225.	Kick Shaft Complete -Ug Boss	1	NO	
226.	Leg Guard -Ug Boss	1	NO	
227.	Lock Set- Set=3pc-Ug Boss	1	NO	
228.	Gasket Magneto Cover -Ug Boss	1	NO	
229.	Magnet -Ug Boss	1	NO	
230.	Magneto Coil / Stator Assy -Ug Boss	1	NO	
231.	Magneto Cover -Ug Boss	1	NO	

232.	Main Footrest Lh -Ug Boss	1	NO	
233.	Main Footrest Rh -Ug Boss	1	NO	
234.	Main Shaft Assembly -Ug Boss	1	NO	
235.	Main Shaft -Ug Boss	1	NO	
236.	Main Stand Spring -Ug Boss	1	NO	
237.	Main Stand -Ug Boss	1	NO	
238.	Mirror Holder Lhs -Ug Boss	1	NO	
239.	Mirror Holder Rhs -Ug Boss	1	NO	
240.	Mixture Screw-Ug Boss	1	NO	
241.	Gear Display Switch/Nutral Switch - Ug Boss	1	NO	
242.	Oil Filter -Ug Boss	1	NO	
243.	Oil Pump -Ug Boss	1	NO	
244.	Oil Seal Front Shocker (31*43*10.3) - Ug Boss	1	NO	
245.	Piston Std -Ug Boss	1	NO	
246.	Piston Std + -Ug Boss	1	NO	
247.	Piston Std++ Ug Boss	1	NO	
248.	Piston 0.25 - Ug Boss	1	NO	
249.	Piston 0.50 Ug Boss	1	NO	
250.	Rear Sprocket Lock Plate Bolts & Nuts -Ug Boss	1	NO	
251.	Rear Brake Arm /Cam Holder-Ug Boss	1	NO	
252.	Rear Brake Pulling Rod -Ug Boss	1	NO	
253.	Rear Brake Returning Spring-Ug Boss	1	NO	
254.	Rear Brake Switch Spring-Ug Boss	1	NO	
255.	Rear Brake Switch -Ug Boss	1	NO	
256.	Rear Carrier New -Ug Boss	1	NO	
257.	Rear Wheel Drum Rubber Set -Ug Boss	1	NO	
258.	Rear Fender/ Mudguard -Ug Boss	1	NO	
259.	L Bracket Lhs / Rear Footrest Bracket - Ug Boss	1	NO	
260.	L Bracket Rhs / Rear Footrest Bracket - Ug Boss	1	NO	
261.	Rear Footrest -Ug Boss	1	NO	
262.	Rear Mud Flap -Ug Boss	1	NO	
263.	Rear Rim -Ug Boss	1	NO	
264.	Rear Rim Cmlplete -Ug Boss	1	NO	
265.	Rear Shock Absorber Lh-Ug Boss	1	NO	
266.	Rear Shock Absorber Rh-Ug Boss	1	NO	
267.	Rear Sprocket Lock Plate -Ug Boss	1	NO	
268.	Rear Sprocket -Ug Boss	1	NO	
269.	Rear Wheel Axle -Ug Boss	1	NO	
270.	Rear Wheel Axle Bush Big -Ug Boss	1	NO	
271.	Rear Wheel Axle Bush Small -Ug Boss	1	NO	
272.	Rear Wheel Complete-Ug Boss	1	NO	
273.	Rear Wheel Drum -Ug Boss	1	NO	

274.	Regulator -Ug Boss	1	NO	
275.	Relay -Ug Boss	1	NO	
276.	Rocker Arm Shaft/ Pin-Ug Boss	1	NO	
277.	Rocker Arm -Ug Boss	1	NO	
278.	Screen Oil Filter -Ug Boss	1	NO	
279.	Seat -Ug Boss	1	NO	
280.	Self Starter Gear Big -Ug Boss	1	NO	
281.	Self Starter Gear Small -Ug Boss	1	NO	
282.	Side Cover Black Rhs -Ug Boss	1	NO	
283.	Side Cover Blue Rhs -Ug Boss	1	NO	
284.	Side Cover Red Rhs -Ug Boss	1	NO	
285.	Side Cover White Rhs -Ug Boss	1	NO	
286.	Side Cover Blue Lhs -Ug Boss	1	NO	
287.	Side Cover Red Lhs -Ug Boss	1	NO	
288.	Side Cover Black Lhs -Ug Boss	1	NO	
289.	Side Cover White Lhs-Ug Boss	1	NO	
290.	Side Mirror Lhs -Ug Boss	1	NO	
291.	Side Mirror Rhs -Ug Boss	1	NO	
292.	Side Stand Spring -Ug Boss	1	NO	
293.	Side Stand -Ug Boss	1	NO	
294.	Silencer/Exhaust New -Ug Boss	1	NO	
295.	Silencer/Exhaust Packing Ring-Ug Boss	1	NO	
296.	Spark Plug Cap -Ug Boss	1	NO	
297.	Spark Plug - Ug Boss	1	NO	
298.	Speedometer Cable -Ug Boss	1	NO	
299.	Speedometer Complete /Dashboard -Ug Boss	1	NO	
300.	Speedometer/ Dashboard Glass -Ug Boss	1	NO	
301.	Speedometer Pinion -Ug Boss	1	NO	
302.	Speedometer Gear -Ug Boss	1	NO	
303.	Starter Motor Spring Set=3-Ug Boss	1	NO	
304.	Starter Motor -Ug Boss	1	NO	
305.	Steering Bearing 41*22.5*12 -Ug Boss	1	NO	
306.	Steering Bearing 41*24*12 -Ug Boss	1	NO	
307.	Steering Stem-Ug Boss	1	NO	
308.	Swing Arm Axle -Ug Boss	1	NO	
309.	Swing Arm -Ug Boss	1	NO	
310.	Tail Lamp Bracket -Ug Boss	1	NO	
311.	Tail Lamp Bulb Holder -Ug Boss	1	NO	
312.	Tail Lamp Bulb -Ug Boss	1	NO	
313.	Tail Lamp Complete - Ug Boss	1	NO	
314.	Tail Lamp Glass -Ug Boss	1	NO	
315.	Tappet Cover / Oil Nut-Ug Boss	1	NO	
316.	Tensioner Adjuster-Ug Boss	1	NO	

317.	Timing Chain Sprocket -Ug Boss	1	NO	
318.	Timing Chain Tensioner Rubber Big - Ug Boss	1	NO	
319.	Timing Chain Tensioner Rubber Small -Ug Boss	1	NO	
320.	Timing Chain -Ug Boss	1	NO	
321.	Tube 17 No.-Ug Boss	1	NO	
322.	Upper Stem(Top Bridge) -Ug Boss	1	NO	
323.	Usb Charger -Ug Boss	1	NO	
324.	Wiring Harness -Ug Boss	1	NO	
325.	Head Lamp Bulb Holder - Ugboss	1	NO	
326.	Rear Wheel Axle Midle Bush -Pro	1	NO	
327.	5 Gear Indicator Line -Pro	1	NO	
328.	Air Filter Copmlete -Pro	1	NO	
329.	Air Cleaner Element -Pro	1	NO	
330.	All Rubber Part -Pro	1	NO	
331.	All Screws Sets -Pro	1	NO	
332.	Ball Bearing 6001 -Pro	1	NO	
333.	Battery Strap / Belt -Pro	1	NO	
334.	Big Cover/ Drain Oil Plug -Pro	1	NO	
335.	Big Gear(Disc Gear) -Pro	1	NO	
336.	Brake Disc Plate -Pro	1	NO	
337.	Brake Pedal -Pro	1	NO	
338.	Brake Pedal Spring -Pro	1	NO	
339.	Brake Pump/ Hydraulic Brake Front -Pro	1	NO	
340.	Brake Shoe/Pad Rear -Pro	1	NO	
341.	Cam -Pro	1	NO	
342.	Cam Shaft -Pro	1	NO	
343.	Cam Shaft Spring -Pro	1	NO	
344.	Camshaft Plate -Pro	1	NO	
345.	Carburator -Pro	1	NO	
346.	Cdi -Pro	1	NO	
347.	Cg Cylinder Head Oil Seal -Pro	1	NO	
348.	Cg Lower Rocker Shaft -Pro	1	NO	
349.	Valve Kit - Pro	1	NO	
350.	Cg Valve Seal -Pro	1	NO	
351.	Cg125 Exhaust Valve -Pro	1	NO	
352.	Cg125 Intake Valve -Pro	1	NO	
353.	Chain Adjuster -Pro	1	NO	
354.	Chain Box Lining -Pro	1	NO	
355.	Chain Case -Pro	1	NO	
356.	Chain -Pro	1	NO	
357.	Chain Protctor/Chain Guard -Pro	1	NO	
358.	Clutch Cable -Pro	1	NO	
359.	Center Clutch Housing	1	NO	

360.	Clutch Complete -Pro	1	NO	
361.	Clutch Lever Engine Part-Pro	1	NO	
362.	Clutch Lever Spring -Pro	1	NO	
363.	Clutch Plate(Friction Plate) Set -Pro	1	NO	
364.	Fuel Tank Shield Bracket Right -Pro	1	NO	
365.	Gear Cover / Motor Cover -Pro	1	NO	
366.	Gear Shaft -Pro	1	NO	
367.	Hand Guard Mounting Post -Pro	1	NO	
368.	Handle Bar -Pro	1	NO	
369.	Head Light Bulb -Pro	1	NO	
370.	Head Lamp Cover Black -Pro	1	NO	
371.	Head Lamp Cover Blue -Pro	1	NO	
372.	Head Lamp Cover Red -Pro	1	NO	
373.	Head Lamp -Pro	1	NO	
374.	Headlight Mounting Plate / Head Lamp Holder -Pro	1	NO	
375.	Hndle Cover Plate -Pro	1	NO	
376.	Horn -Pro	1	NO	
377.	Ignition Coil/ Ht Coil -Pro	1	NO	
378.	Ignition Lock -Pro	1	NO	
379.	Indicator Front - Pro	1	NO	
380.	Indicator Rear -Pro	1	NO	
381.	Inner Tube For Front Tyre -Pro	1	NO	
382.	Inner Tube For Rear Tyre -Pro	1	NO	
383.	Intake Pipe (Carburetor Jointer) -Pro	1	NO	
384.	Kick Shaft 5 Gear -Pro	1	NO	
385.	Left Cover Gasket -Pro	1	NO	
386.	Left Cover/ Crankcase Cover Left -Pro	1	NO	
387.	Left Engine Mounting Bracket -Pro	1	NO	
388.	Left Front Foot Pedal -Pro	1	NO	
389.	Left Front Shock Absorber -Pro	1	NO	
390.	Left Hand Guard -Pro	1	NO	
391.	Left Handle Grip -Pro	1	NO	
392.	Left Handle Switch/ Dimer Switch -Pro	1	NO	
393.	Left Handle/ Clutch Lever With Mirror Holder -Pro	1	NO	
394.	Left Shift Fork -Pro	1	NO	
395.	Left Side Cover Front Part -Pro	1	NO	
396.	Left Side Cover Rear Part -Pro	1	NO	
397.	Leg Guard - Pro	1	NO	
398.	Lock Set -Pro	1	NO	
399.	Lower Rocker -Pro	1	NO	
400.	Lower Seat -Pro	1	NO	
401.	Main Shaft Assy -Pro	1	NO	
402.	Main Sprocket -Pro	1	NO	

403.	Mid Shift Fork -Pro	1	NO	
404.	Muffler / Silencer -Pro	1	NO	
405.	Muffler Clip Set -Pro	1	NO	
406.	Muffler Tube/ Exhaust Pipe -Pro	1	NO	
407.	Needle Bearing 6006 -Pro	1	NO	
408.	Needle Bearing 6202 -Pro	1	NO	
409.	Needle Bearing 6204 -Pro	1	NO	
410.	Needle Bearing Hk1010 -Pro	1	NO	
411.	Needle Bearing Nk1512 -Pro	1	NO	
412.	Nether Bearing Outer Ring -Pro	1	NO	
413.	Nether Steel Ball Assy -Pro	1	NO	
414.	Oil Filter /Screen Oil Filter -Pro	1	NO	
415.	Oil Filter Nut -Pro	1	NO	
416.	Oil Filter/Screen Oil Filter Spring -Pro	1	NO	
417.	Oil Guage -Pro	1	NO	
418.	Oil Pump -Pro	1	NO	
419.	Oil Seal Sprocket (20×34×7) -Pro	1	NO	
420.	Piston Clip -Pro	1	NO	
421.	Piston Pin -Pro	1	NO	
422.	Piston Ring Assy -Pro	1	NO	
423.	Piston Std -Pro	1	NO	
424.	Piston Std+ -Pro	1	NO	
425.	Pushing Rod -Pro	1	NO	
426.	Rear Brake Hub/Rear Brake Assy. -Pro	1	NO	
427.	Rear Brake Rocker Arm -Pro	1	NO	
428.	Rear Brake Rod -Pro	1	NO	
429.	Rear Brake Switch -Pro	1	NO	
430.	Rear Brake Switch Spring -Pro	1	NO	
431.	Rear Carrier/ Rear Shef -Pro	1	NO	
432.	Rear Footrest Lhs -Pro	1	NO	
433.	Rear Footrest Rhs -Pro	1	NO	
434.	Rear Fork Assy/ Swing Arm - Pro	1	NO	
435.	Rear Left Turn Signal Bracket -Pro	1	NO	
436.	Rear License Plate -Pro	1	NO	
437.	Rear Fender Rear Part -Pro	1	NO	
438.	Rear Right Turn Signal Bracket -Pro	1	NO	
439.	Rear Rocker Link -Pro	1	NO	
440.	Rear Shock Absorber -Pro	1	NO	
441.	Rear Sprocket -Pro	1	NO	
442.	Rear Suspenson Rocker -Pro	1	NO	
443.	Rear Tyre -Pro	1	NO	
444.	Rear Wheel Axle & Nut -Pro	1	NO	
445.	Rear Wheel Drum -Pro	1	NO	
446.	Steering Stem -Pro	1	NO	
447.	Stop Plate Spring -Pro	1	NO	

448.	Stop Plate -Pro	1	NO	
449.	Swing Arm Axle (Rear Fork Axle & Nut) - Pro	1	NO	
450.	Tail Cover -Pro	1	NO	
451.	Tail Light Assy -Pro	1	NO	
452.	Throttle/Accelrator Cable -Pro	1	NO	
453.	Upper Bearing Outer Ring -Pro	1	NO	
454.	Upper Seat -Pro	1	NO	
455.	Upper Steel Ball Assy -Pro	1	NO	
456.	Upper Stem -Pro	1	NO	
457.	Variable Speed Cam -Pro	1	NO	
458.	Voltage Regulator -Pro	1	NO	
459.	Waveform Ring -Pro	1	NO	
460.	Wiring Harness -Pro	1	NO	
461.	Front Brake Master Cylinder -Pro	1	NO	
462.	Head Lamp Bulb Holder -Pro	1	NO	
463.	Front Shocker Decoration Cover -Pro	1	NO	
464.	Switch Self Starter -Pro	1	NO	
465.	Spoke Front	1	NO	
466.	Steering Stem Nut -Pro	1	NO	
467.	Front Rim - Pro	1	NO	
468.	Kick Lever - Pro	1	NO	
469.	Mgneto Bearing - Pro	1	NO	
470.	Rocker Arm Upper	1	NO	
471.	Cylinder Head - Pro	1	NO	
472.	Led Hand Guard Leftt - Pro	1	NO	
473.	Led Hand Guard Right - Pro	1	NO	
474.	Rear Rim -Pro	1	NO	
475.	Rear Handrest - Left	1	NO	
476.	Rear Handest - Right	1	NO	
477.	Crankcase Left - Pro	1	NO	
478.	Crankcase Right - Pro	1	NO	
479.	Front Sprocket Cover - Pro	1	NO	
480.	Front Caliper - Pro	1	NO	
481.	Head Lamp Bracket - Pro	1	NO	
482.	Rear Wheel Drum Rubber - Pro	1	NO	
483.	Oil Seal Front Shock Absorber - Pro	1	NO	
484.	Front Shocker Decoration Cover Bracket-Pro	1	NO	
485.	Front Brake Hose Pipe -Pro	1	NO	
486.	Gear Lever -Pro	1	NO	
487.	Rear Wheel Left Bush -Pro	1	NO	
488.	Rear Wheel Right Bush -Pro	1	NO	
489.	Rear Wheel Rim Assy Pro	1	NO	
490.	Reduction Gear Shaft -Pro	1	NO	