

## SECTION I - INVITATION TO TENDER

January 17, 2023

**TENDER NO. ISCOS/OT/02/STATION WAGON VEHICLE/2022-2023**

**TENDER FOR THE SUPPLY OF A STATION WAGON VEHICLE**

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- 1.1 The Intergovernmental Standing Committee on Shipping (ISCOS) Secretariat invites sealed tenders from eligible Bidders for the supply of a station wagon vehicle with engine capacity not exceeding 4,600cc.
- 1.2 Interested eligible Bidders may view and download the document **free of charge** from the ISCOS website on the following link: -  
  
<https://iscosafricashipping.org/opportunity-2#>  
  
**Bidders who download the tender document from the ISCOS Website shall be required to email their detailed contact information and a soft copy of their tender submission to [opportunities@iscosfricashipping.org](mailto:opportunities@iscosfricashipping.org) in addition to two hard copies of the same that would be submitted to the Secretariat.**
- 1.3 Bidders may also obtain further information at the ISCOS Secretariat offices located off Links Road, Next to Nyali Health Care, Nyali, Mombasa or through the email [opportunities@iscosafricashipping.org](mailto:opportunities@iscosafricashipping.org).
- 1.4 Completed Tenders should be submitted accompanied by a Tender Security issued by a bank or a Financial Institution approved by the Public Procurement Regulatory Authority, in the amount of Kenya Shillings One Hundred Thousand only (**Kshs.100,000.00**). The tender security should be valid for one Hundred and twenty (120) days from the closing date of the tender and should be received on, or before **Tuesday, January 31st, 2023, at 1700hours**. Failure to provide tender security will lead to disqualification of the bidder.
- 1.5 Prices quoted shall be exclusive of any duties and taxes and shall remain valid for **150 days** from the closing date of the tenders.
- 1.6 The completed tender document shall be submitted in two copies, marked as: -

**“ORIGINAL TENDER FOR THE SUPPLY OF A STATION WAGON VEHICLE” and “COPY OF TENDER FOR THE SUPPLY OF A STATION WAGON VEHICLE”.**

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked **“DO NOT OPEN BEFORE Tuesday, January 31, 2023, at 1700hours**, and shall be addressed to: -

**The Secretary General,  
ISCOS Secretariat**

## SECTION II- INSTRUCTIONS TO BIDDERS

The following instructions to bidders shall supplement, complement or amend the provisions of the instructions to bidders.

(i) Evaluation and Comparison of Applications, the evaluation criteria shall be as follows: -

### 2 Qualification Criteria

#### A: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

	<b>Requirements</b>	<b>Score</b>
1.	Certificate of Registration/Incorporation	Mandatory
2.	Certified copy of Valid Tax Compliance Certificate/ Exemption certificate	Mandatory
3.	Manufacturer's letter of Authorization	Mandatory
4.	Copies of registration with relevant regulatory bodies where applicable e.g., NTSA.	Mandatory
5.	Valid trading license for 2022	Mandatory
6.	Certified Audited Books of Accounts for the previous three years	Mandatory

Any applicant who fails to provide **ALL** the mandatory requirements shall **NOT** proceed to the next stage of the technical evaluation.

Evaluation will be based on meeting the minimum requirements to pass in the criteria set as shown below. The attached forms PRQ-1, PRQ-2, PRQ-3, PRQ-4, PRQ-5, are to be completed by prospective suppliers who wish to submit for application of the tender.

## **2.1 Eligible bidders**

- 2.1.1. This Invitation to tender is open to all eligible bidders as described in the instructions to bidders. Successful bidders shall provide the supplies for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of tendering**

- 2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Secretariat, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The Secretariat shall allow the bidder to submit and review the tender document free of charge.

## **2.3 Contents of tender documents**

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with instructions to tenders
  - i) Instructions to bidders
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Form of tender
  - vi) Price schedules
  - vii) Contract form
  - viii) Registration of Suppliers
  - ix) Confidential business questionnaire form
  - x) Experience
  - xi) Litigation History
  - xii) Sworn Statement
  - xiii) Tender Security form
  - xiv) Performance security form
  - xv) Principal's or manufacturers authorization form
- 2.3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the bidders risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

2.4.1 A prospective Bidder making inquiries of the tender document may notify the Secretariat in writing or by post, or email at the entity's address indicated in the Invitation for tenders. The Secretariat will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Secretariat.

Written copies of the Secretariat's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the tender documents"

2.4.2 The Secretariat shall reply to any clarifications sought by the bidder within 5 days of receiving the request to enable the bidder to make timely submission of its tender.

## **2.5 Amendment of documents**

2.5.1 At any time prior to the deadline for submission of the tenders, the Secretariat, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by issuing an addendum.

2.5.2 All prospective bidders who have obtained the tender documents will be notified of the amendment(s) by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, the Secretariat, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

2.6.1 The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the bidder and the Secretariat, shall be written in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the bidder is eligible to bid and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods quoted **excluding all customs duties, VAT and other taxes**:

2.9.3 Prices quoted by the bidder shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected;

2.9.4 Contract price variations shall not be allowed for this contract.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings and corresponding US Dollar unless otherwise specified in the appendix to in Instructions to Bidders.

### **2.10.2 Conversion to a single currency**

Where other currencies are used, the Secretariat will convert those currencies to USD using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## APPENDIX ON INSTRUCTIONS TO THE BIDDERS

The following information regarding the particulars of the tender shall complement or amend the provisions of the instructions to bidders.

Wherever there is a conflict between the provision of the instructions to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders.

INSTRUCTIONS TO BIDDERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDDERS
2.1	Bidders who are partners with the Manufacturer or have Manufacturer Authorization certificate
2.10	Prices shall be quoted in Kenya Shillings and equivalent USD
2.11 2.12	Bidders MUST submit either proof of being a partner with the manufacturer or the Manufacturer Authorization certificate The tender security shall be <b>Kshs. 100,000.00</b> (Kshs. One Hundred Thousand only) in the form of a bank guarantee from a reputable bank or a Financial Institution
2.18 2.24	<p>The closing date for the tender shall be <b>Tuesday, January 31, 2023, at 1700hours</b></p> <p><b>EVALUATION CRITERIA</b></p> <p>The following evaluation criteria shall be applicable for this tender:</p> <p><i>Mandatory Preliminary Requirements</i></p> <ol style="list-style-type: none"> <li>i. Form of Tender duly filled and signed</li> <li>ii. Powers of Attorney.</li> <li>iii. Statutory documents as follows: - <ul style="list-style-type: none"> <li>• Registration certificate/ Certificate of incorporation</li> <li>• Valid Tax Compliance Certificate (TCC) or exemption.</li> <li>• CR 12 Certificate from the registrar of companies or its equivalent for Bidders from outside Kenya</li> <li>• Valid trading license.</li> </ul> </li> <li>iv. Confidential Business questionnaire duly filled and signed</li> <li>v. Audited financial accounts for the past three years.</li> <li>vi. Bidders MUST provide proof of being a partner with the Manufacturer or have Manufacturer Authorization certificate.</li> </ol>

vii. Bound document **MUST** be sequentially serialized (paginated) on every page.

**Bidders must comply / meet all requirements in section 5.1 (Mandatory Compliance Requirements) to proceed to section 5.2**

## **5.2. GENERAL TECHNICAL COMPLIANCE REQUIREMENTS**

This section has **General Technical Compliance Requirements**. Bidders **MUST** respond to **ALL** the **business requirements** on a clause-by-clause basis **stating clearly** how their proposals meet the requirements.

Responses to compliance to the specifications in any other way other than **clause by clause** will be treated as **NON-RESPONSIVE**.

**Responses such as “complied”, “possible to do”, “✓”, “meets” will be considered as**

**NON-RESPONSIVE and will not be awarded any scores.**

The bidder should clearly describe how their proposed solution will meet the following general requirements:

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the Secretariat and the bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the bidder under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to the Secretariat under the Contract.
- d) “The Secretariat” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right's**

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

### **3.5 Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Secretariat the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.1 The proceeds of the performance security shall be payable to the Secretariat as compensation for any loss resulting from the Bidder's failure to complete its



obligations under the Contract.

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

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.
- c) Letter of credit.

3.5.3 The performance security will be discharged by the Secretariat and returned to the bidder not later than thirty (30) days following the date of completion of the bidder's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

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

3.6.2 The inspections and tests may be conducted on the premises of the bidder or its subcontractor(s). If conducted on the premises of the bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Secretariat.

3.6.3 Should any inspected or tested supplies fail to conform to the Specifications, the Secretariat may reject the supplies, and the bidder shall either replace the rejected supplies or make alterations necessary to meet specification requirements free of cost to the Secretariat.

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

### **3.7 Payment**

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

### **3.8 Prices**

Prices charged by the contractor for the supplies under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the bidder in its tender or in the Secretariat's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

The bidder shall not assign, in whole or in part, its obligations to perform under this contract, except with the Secretariat's prior written consent.

### **3.10 Termination for Default**

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

- a) if the bidder fails to supply within the period(s) specified in the Contract, or within any extension thereof granted by the Secretariat.
- b) if the bidder fails to perform any other obligation(s) under the Contract.
- c) if the bidder, in the judgment of the Secretariat has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Secretariat terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, supplies similar to those undelivered, and the bidder shall be liable to the Secretariat for any excess costs for such similar supplies.

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

3.12.1 The Secretariat by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Secretariat convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Secretariat may elect to cancel the supplies and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The Secretariat and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.14 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.15 Force Majeure**

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

### **3.16 Applicable Law**

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

### **3.17 Notices**

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance Security shall be Ksh100,000
3.9	Prices shall be fixed
3.14	Disputes shall be resolved between the two parties through mechanisms provided under the Kenyan Law
3.17	Kenyan Law
3.18	ISCOS Secretariat, Nyali, off Links Road, Near Nyali Health Care, P.O Box 89112-00100, GPO, MOMBASA, KENYA Email: <a href="mailto:opportunities@iscosafricashipping.org">opportunities@iscosafricashipping.org</a>

## SECTION V SPECIFICATIONS FOR STATION WAGON VEHICLE

<b>TECHNICAL SPECIFICATIONS FOR A STATION WAGON VEHICLE WITH ENGINE CAPACITY NOT EXCEEDING 4,600CC</b>		
<b>No.</b>	<b>Minimum technical Specifications required by the Secretariat</b>	<b>Specifications offered by the bidder</b>
1	Station wagon vehicle (righthand, four-wheel drive) tropicalized	
2	Make/ Model:	
3	Year of manufacture: 2021 or newer	
4	Country of manufacture:	
5	Water Cooled Diesel Engine of displacement not exceeding 4,600cc.	
6	Power output at rated rpm: minimum: 260kW @3,400RPM	
7	Transmission: Minimum 6 speed Automatic transmission with rear differential lock (with switch), central differential, Limited Slip Differential (LSD)	
8	Tyres and rim size: minimum 19 inches, alloy rims with full size spare tyre	
9	Fuel tank(s) capacity: minimum 130 litres	
10	Seating capacity: minimum 7 adults with seat belts with cooler box	
11	Ground clearance (measured from the lowest point of the rear axle differential casing): minimum 225 mm	
12	Air conditioner: auto front left and right independent controls and auto rear cooler	
13	Multimedia (digital) Touch screen FM radio & DVD/USB player, blue tooth and minimum 9 speakers or better	
14	Telescopic power steering with radio, and select functions (AUDIO, TEL, VOICE etc) and electronic tilt adjustment	
15	SRS Air bags and knee panel airbags, side airbags and curtain shield airbags	
16	Brakes front and rear: ventilated discs with ABS, brake assist. Active traction control and stability control	
17	Keyless entry system with power windows and rear side driving mirrors with electric tilt and electric retract	
18	Vehicle security anti-theft/ immobilisation system	
19	Hill start assist system and an adaptive variable suspension system with active height control	
20	Side steps	
21	Tropicalized suspension system	
22	Legal lighting with fog lights (daytime running lights)	
23	Tyre Pressure Warning System, Road Sign Assist and Lane Departure Alert system	
24	Tool Kit: Essential tools for routine maintenance	
25	Original Manufacturer's published technical brochures (in English) for a standard production model offered	

26	Manufacturer's warranty: minimum 100,000km or three years whichever comes first	
27	With vehicle routine maintenance service for 50,000 km or 2 years whichever comes first. (State applicable schedule and description of the related services). Cost included in that of supply of the vehicle	