



# **JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY (JOOUST)**

**TENDER NO. JOOUST/ONT/017/2019-2020  
SUPPLY, DELIVERY , TESTING AND COMMISSIONING OF  
MOTOR VEHICLE: AGRICULTURE TRACTOR WITH DISC  
PLOUGH.ROTARY MOWER AND TRACTOR DRAWN TRAILER**

**CLOSING DATE: TUESDAY 25<sup>TH</sup> FEBRUARY 2020 AT 10.00A.M**

# TABLE OF CONTENTS

	Page
INTRODUCTION.....	
SECTION I - INVITATION TO TENDER.....	3
SECTION II - INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INTRODUCTION TO TENDERERS.....	19
SECTION III - GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV - SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V - SCHEDULE OF PARTICULARS OF TENDER...	30
SECTION VI - STANDARD FORMS.....	32
1. FORM OF TENDER.....	33
2. PRICE SCHEDULED.....	34
3. CONTRACT FORM.....	35
4. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	36
5. TENDER SECURITY FORM.....	37
6. PERFORMANCE SECURITY FORM.....	38
7. AUTHORIZATION FORM.....	39
8. LETTER FOR NOTIFICATION.....	40
9. REQUEST FOR REVIEW.....	41

## SECTION I – INVITATION TO TENDER

**Date: 10<sup>TH</sup> FEBRUARY 2020**

**Tender No: JOOUST/ONT/017/2019-2020**

**Tender Name: Supply, Delivery, Testing and Commissioning of Motor Vehicle: Agricultural Tractor with disc plough, rotary mower and tractor drawn trailer**

1.1 Jaramogi Oginga Odinga University of Science and Technology invites sealed bids from eligible candidates for **Supply, Delivery, Testing and Commissioning of Motor vehicle: Agriculture Tractor with disc plough, rotary mower and tractor drawn trailer**

1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at Jaramogi Oginga Odinga University of Science and Technology Procurement Office Bondo during normal office working hours (8.00am-1.00pm, 2.00pm – 5.00pm). Bidders may also view and download the bidding document from website: [www.jooust.ac.ke](http://www.jooust.ac.ke) and immediately forward their particulars for records and for the purposes of receiving any further tender clarifications and/or addendums to [proc@jooust.ac.ke](mailto:proc@jooust.ac.ke).

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

1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Tender Box at Ground Floor, Main Campus Reception Jaramogi Oginga Odinga University of Science and Technology be addressed to:

**The Vice Chancellor,  
Jaramogi Oginga Odinga University of Science and Technology  
P.O Box 210- 4061  
Bondo**

So as to be received on or before **Tuesday, 25<sup>th</sup> February 2020 at 10.00 A.M**

1.4 Must serialize all the pages of the bid document and summary of the page numbers provided.

1.5 The price quoted on the tender form shall be final and will not be subjected to any arithmetic error check that may lead to change of total contract sum on the tender form.

1.6 The completed tender document **MUST** be placed inside the tender box in the administration block on or before **Tuesday, 25<sup>th</sup> February 2020 at 10.00 a.m.** Opening will be done immediately thereafter at EACII in the presence of tenderers or their representatives who choose to attend. Late submissions will be rejected and returned unopened immediately at the tenderer's cost.

*The University reserves the right to reject any tender application in whole or part.*

*Canvassing will lead to automatic disqualification*

**VICE CHANCELLOR**

**SECTION II - INSTRUCTIONS TO TENDERERS**  
**TABLE OF CLAUSE**

		Page
2.1	Eligible Tenderers .....	5
2.2	Cost of Tendering.....	5
2.3	Contents of Tender documents.....	5
2.4	Clarification of Tender document.....	6
2.5	Amendments of tender Document.....	6
2.6	Language of Tenderers.....	7
2.7	Documents comprising to tender.....	7
2.8	Form of Tender.....	7
2.9	Tender prices.....	7
2.10	Tender currencies.....	8
2.11	Tenderers eligibility and qualifications.....	8
2.12	Tender security.....	8
2.13	Validity of tenders.....	9
2.14	Format and signing of tenders.....	9
2.15	Sealing and marking of tenders.....	10
2.16	Deadline for submission of tenders.....	11
2.17	Modification and withdrawal of tender.....	11
2.18	Opening of tenders.....	12
2.19	Clarification of tenders.....	12
2.20	Preliminary examination.....	12
2.21	Conversion and comparison of tenders.....	13
2.22	Evaluation and comparison of tenders.....	13
2.23	Contacting the procuring entity.....	14
2.24	Post qualification.....	15
2.25	Award criteria.....	15
2.26	Procuring entity's right to vary quantities.....	15
2.27	Procuring entity's Right to accept or reject any Or all tenders.....	15
2.28	Notification of award.....	16
2.29	Signing of Contract.....	16
2.30	Performance security.....	17
2.31	Corrupt or Fraudulent practices.....	17
	Appendix to instructions to tenderers.....	18

## **2.1 Eligible Tenderers**

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of Tender Documents**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clauses 2.5 and 2.7 of these instructions to tenderers.
  - (i) Instructions to tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of particulars of tender
  - (v) Form of Tender
  - (vi) Price Schedules
  - (vii) Contract Form
  - (viii) Confidential Business Questionnaire Form
  - (ix) Tender security Form
  - (x) Performance security Form
  - (xi) Authorization Form
  - (xii) Declaration form
  - (xiii) Request for Review Form

- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of tender Documents**

- 2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.5 Amendment of tender Documents**

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum amendment.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

- 2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5.

## **2.10. Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount of **2% of the total tender amount.**
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the

tender documents or another form acceptable to the Procuring entity and valid for **thirty (30) days** beyond the validity of the tender.

2.12.5 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

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

2.12.6 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5.

2.12.7 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.8 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.29.

2.12.9 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.28 or
  - (ii) to furnish performance security in accordance with paragraph 2.29
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

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



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

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender
- (b) bear tender number and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE **Tuesday, 25<sup>th</sup> February 2020 at 10:00 a.m.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17. Modification and Withdrawal of Tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at Jaramogi Oginga Odinga University of Science and Technology Bondo Main Campus and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will not be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total

price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.

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

**2.23. Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

**2.24 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next highest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

**2.26. Procuring entity's right to accept or reject any or all tenders**

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

**2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.28. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest evaluated tender or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

**Appendix to instructions to Tenderers**

The following information procurement of Motor Vehicle: Tractor with disc plough. rotary mower and tractor drawn trailer shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderer-s.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS</b>
<b>2.1.1</b>	<b>Particulars of eligible tenders;</b> <ol style="list-style-type: none"><li>1. Must provide Form of Tender- Duly signed and Completed</li><li>2. Must provide Confidential Business questionnaire – Duly signed and completed</li><li>3. Must attach certificate of registration/ certificate of incorporation</li><li>4. Must provide Valid Tax Compliant Certificate</li><li>5. Must Provide Current trading licenses.( Attach Copies)</li><li>6. Must dully fill, sign and stamp the anti-corruption declaration form.</li><li>7. Dully filled, signed and stamped Confidential Business Questionnaire.</li><li>8. Must provide audited account for the last three financial years (2019-2018, 2018-2017, 2017-2016)</li><li>9. Must provide bid bond of 2% of the total tender amount from a reputable commercial bank or from insurance firms authorized by the PPRA.</li><li>10. Manufacturer authorization letter and or letter authorizing a franchise holder and act on behalf of the manufacturer.</li></ol>
<b>2.12.1</b>	<b>Tender Security of 2% of the total tender amount</b>
<b>2.15.2</b>	<b>As indicated in the invitation to tender</b>
<b>2.16.1</b>	As 2.15.2 above
<b>2.18.1</b>	As in 2.15.2 above
<b>2.30.1</b>	<b>Performance Security;</b> Only the successful tenderer will be required to provide 10% of the tender sum performance/entity and bank guarantee for advance payment forms.

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

### **3.1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

### **3.4. Use of Contract Documents and Information**

3.4.1 The Contractor shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contractor’s performance under the Contract if so required by the Procuring entity.

### **3.5. Patent Rights**



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

### **3.6 Performance Security**

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- (a) Cash.
  - (b) A bank guarantee.
  - (c) Such insurance company guarantee approved by the Authority.
  - (d) A letter of credit.
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8 Payment**

- 3.8.1 The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC
- 3.8.2 Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

### **3.9 Prices**

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price cumulatively. This shall apply on contract valid after 12 months

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

### **3.11. Termination for Default**

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

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

3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

### **3.12. Termination for insolvency**

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

### **3.13. Termination for convenience**

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

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### **3.14 Resolution of Disputes**

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.
  - (a) Information that complement provisions of Section III must be incorporated; and
  - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender must also be incorporated.
3. Section III should remain unchanged and can only be amended through the SCC Section IV.
4. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever 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 as relates to the GCC.

<b>GCC REFERENCE</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.6.1	N/A
3.8.1	Shall be made within 30 days after the required services have been fully rendered to the University.
314.2	Chief Justice of Kenya
3.16.1	Kenya Constitution
3.18.1	The Vice Chancellor, Jaramogi Oginga Odinga University of Science and Technology P.O Box 210- 4061 Bondo

## **SECTION V - SCHEDULE OF PARTICULARS OF TENDER**

### **Notes on preparation of the Schedule of the Particulars of Tender**

- 5.1 The schedule of particulars of tender shall be included in the tender documents by the procuring entity and shall cover, at the minimum, a description of the assets, services or facilities being offered and full particulars of the same.
- 5.2 The objectives of the Schedule of Particulars of Tender is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
- 5.3 In addition, the Schedule of Particulars of Tender together with the price schedules should serve as a basis in the event of particulars of tender variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## **SECTION VI - SCHEDULE OF REQUIREMENTS**

### **QUOTE AS PER ATTACHED APPENDICES**

<b>No</b>	<b>Description of motor vehicle</b>	<b>Appendix</b>
1	Agricultural Tractor with disc plough, rotary mower and tractor drawn trailer	Appendix I

## **SECTION VII     -     STANDARD FORMS**

### **Notes on the sample Forms**

1.     Form of Tender
2.     Price Schedule Form
3.     Contract Form
4.     Confidential Business Questionnaire Form –
5.     Format of Curriculum Vitae (CV) For Proposed Staff
5.     Tender Security Form
6.     Firm's References
7.     Performance Security Form   -
8.     Authorization Form   -



### Form of Tender

To:

Name and address of procuring entity

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

Gentlemen and/or Ladies:-

5. Having examined the Tender documents including Addenda No. (insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to procure (the particulars of the tender) under this tender in conformity with the said Tender document for the sum of .....  
.....[Total Tender amount in words and figures]  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
6. We undertake, if our Tender is accepted, to abide by the conditions of the tender.
7. We agree to abide by this Tender for a period of .....[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
8. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
9. We understand that you are not bound to accept the highest or any Tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE FORM

Name of Tenderer \_\_\_\_\_

Name of Tender \_\_\_\_\_

Tender number \_\_\_\_\_

Date \_\_\_\_\_

No	Item Description	Qty	Unit of issues	Unit Price	Total price	Brand	Manufacturer	Country of Origin	Delivery period	Remarks
1	Agricultural Tractor with disc plough, rotary mower and tractor drawn trailer	1								
<b>TOTAL AMOUNT</b>										

Signature of Tenderer \_\_\_\_\_

(Must be signed by Authorized tenderer representative)

**Note:**

- i. Quoted prices should include VAT and transport to Jaramogi Oginga Odinga University of Science and Technology.
- ii. Arithmetic errors will not be allowed and the price quoted shall be final.

## Contract Form

THIS AGREEMENT made the day of 20 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, via:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements
  - (c) the Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer) in the presence of

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated:

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

### Part 1 – General

- a) Business Name .....
- b) Location of business premises County//Town .....
- c) Street / Road.....
- d) Building.....
- e) Plot Number .....
- f) Postal Address ..... Telephone No. ....
- g) Email Address.....
- h) Nature of Business ..... And Specialization.....
- i) Current Single business permit/Trade License  
No. ....Expiring Date..... (Attach copy)
- j) Certificate of Incorporation..... (Attach copy)
- k) Current Tax Compliance Certificate/ or Exemption letter from VAT Dep't  
No..... Expiring Date .....(Attach copy)
- l) Organizational Chart..... (Attach copy)
- m) Maximum Value of Business which you can handle at any one time Kshs.....
- n) Name of your Bankers ..... Branch .....
- o) Your trade terms (including mode of payment, credit allowed and discount)  
.....
- p) Banker Certificate on the applicants liquidity, suitability and credit limitation  
.....

q) Name and Telephone of contact person

.....

r) Any other .....

## **Part 2 (A) – Sole Proprietors**

a) Your name in full ..... Age .....

b) Nationality ..... Country of Origin .....

Citizenship details .....

## **Part 2 (B) – Partnership**

Give details of partners as follows:-

<b>Name</b>	<b>Nationality</b>	<b>Shares</b>
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....

## **Part 2(C) Registered Company**

a) **Private or Public** ..... State the nominal and

Issued capital of the company:-

**Nominal Kshs.** .....

**Issued Kshs.** .....

b) **Details of Directors:**

<b>Name</b>	<b>Nationality</b>	<b>Shares</b>
1. ....	.....	.....
2. ....	.....	.....
3. ....	.....	.....
4. ....	.....	.....

If Kenyan Citizen, indicate under “Citizenship Details” whether by birth, naturalization or registration.

## TENDER SECURITY FORM

Whereas [name of Bidder] (hereinafter called <the tenderer> has submitted its bid dated [date of submission of bid] for [particulars] (hereinafter called <the tender>).

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [name of procuring entity] (hereinafter called <the procuring entity> in the sum of [state the amount] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.
  - (c) Refuses correction of arithmetic errors in the tender.

We undertake to pay to the procuring entity up to the above amount upon receive of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by its is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date

[Signature of the Bank]

*(Amend accordingly if provided by Insurance Company)*

## Format of Curriculum Vitae (CV) for Proposed Staff Form C

(Qualifications and experience of Director and one technical staff proposed for administration and execution of the contract, both on and off site)

**Proposed Position:** \_\_\_\_\_

**Name of Staff:** \_\_\_\_\_

**Profession:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Years with Firm:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Membership in Professional Societies:** \_\_\_\_\_

**Detailed Tasks Assigned:** \_\_\_\_\_

### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

### **Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

### **Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

**Full name of staff member:** \_\_\_\_\_

**[Signature of staff member]:** \_\_\_\_\_

**Contact (Mobile) number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**[Signature of authorized representative of the firm]:** \_\_\_\_\_ **Contact (Mobile) number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## FIRM'S REFERENCES

### **Relevant Services carried out in the last three Years That Best Illustrate Qualifications** *(Attach evidence)*

Using the format below, provide information on each assignment for which your firm either individually as a corporate entity or in association, was legally contracted. Relevant projects done with Public Institution for the last three years would be an added advantage.

**Minimum required referee is three (3).**

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client	Name and designation of contact person at the client
Address and Telephone No. of client	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date Month/Year): Approx. Value of Services (Kshs)
Narrative Description of assignment	

Firm's Name & Stamp: \_\_\_\_\_

Name, designation and signature of Officer recommending the client;

\_\_\_\_\_



## PERFORMANCE SECURITY FORM

To: .....  
[Name of procuring entity]

WHEREAS ..... [Name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ [Reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_  
to supply .....  
[Description of materials and spares] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of sums within the limits of ..... [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

### Signature and seal of the Guarantors

\_\_\_\_\_  
[Name of bank of financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]

*(Amend accordingly if provided by Insurance Company)*

## MANUFACTURER AUTHORIZATION FORM

To [name of the Procuring entity] .....

WHEREAS .....

[Name of the principal]

who are established and reputation dealers in ..... [Type of business]  
having registered offices at ..... [Address of  
principal] do hereby authorizing ..... [Name and  
address of tenderer] to submit a tender, [reference of the tender] for the stated (particulars  
of tender).

We hereby extend our full guarantee and warranty as per the General Conditions of  
Contract for the services to be provided against this Invitation for Tenders.

---

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be  
signed by a competent person.

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(*FULL PARTICULARS*) \_\_\_\_\_  
\_\_\_\_\_

-----  
Signed for Accounting Officer

# REQUEST FOR REVIEW FORM

## FORM RB 1

### REPUBLIC OF KENYA

### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

### REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on .....  
day of .....20.....

SIGNED

Board Secretary

## **ANTI – CORRUPTION POLICY IN THE PROCUREMENT PROCESS**

### **UNDERTAKING BY BIDDER ON ANTI – CORRUPTION POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME**

The governments of Kenya is committed to fighting corruption in all its forms and in all its institutions to ensure that all the government earned revenues are utilized prudently and for the purpose intended with a view to promoting economic development as the country work towards actualizing Vision 2030.

Here at Jaramogi Oginga Odinga University of Science and Technology, and also being one of the government entities mandated under the government to provide quality education and transforming lives, on behalf of the government, we are highly committed to fighting any form of corruption in our organization to ensure that all the monies that the government entrust with us, is optimally and prudently utilized for the benefits of all the people we serve.

**The following is a requirement that every Bidder wishing to do business with JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY must comply with:**

- (1) Each bidder must submit a statement, as part of the tender documents, in the format given and which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the bidding company and, where relevant, of its subsidiary in Kenya. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
- (2) Bidders will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the bidder may cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.
- (3)
  - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
  - b) Each bidder will make full disclosure in the tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the tender and, if successful, the implementation of the contract.
  - c) The successful bidder will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
  - d) Within six months of the completion of the performance of the contract, the successful bidder will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.

- e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
- (4) Tenders which do not conform to these requirements shall not be considered.
- (5) If the successful bidder fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
  - a) Cancellation of the contract;
  - b) Liability for damages to the public authority and/or the unsuccessful competitors in the bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
- (6) Bidders shall make available, as part of their tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
- (7) The Government of Kenya through Ethics and Anti-Corruption Commission has made special arrangements for adequate oversight of the procurement process and the execution of the contract. Those charged with the oversight responsibility will have full access if need be to all documentation submitted by Bidders for this contract, and to which in turn all Bidders and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a bidder may be disclosed to another bidder or to the public).

## **1. MEMORANDUM ( FORMAT )**

### **(Clause 62 of Kenya Public Procurement and Disposal Act 2015)**

This company \_\_\_\_\_(*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers)"

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

## SECTION IX: EVALUATION CRITERIA

### Technical Evaluation Form

The tenderer is expected to complete Part 1 and 3 of this form

#### Part A: General Information

Tenderer Name.....
Postal Address.....
Telephone (Office).....Mobile.....
Physical Address.....

#### Part B: Evaluation Stages

##### Stage 1: Mandatory Requirements

*Applicants **must** qualify in all the requirements below for them to proceed to the Evaluation Stage 2-Technical evaluation*

- Must provide a dully filled, signed and stamped Tender form
- Must provide Certificate of registration/ Incorporation.
- Must provide a bid bond of 2% of the total amount quoted from a reputable commercial bank or insurance company approved by the PPRA.
- Must provide a Valid Trade License/Single Business Permit
- Must provide a Valid Certificate of Tax Compliance.
- Must provide a dully filled signed and stamped anti-corruption policy in the procurement process form attached herein.
- **Litigation issues**-Bidders are advised to make a statement indicating their litigation history.
- Dully filled, signed and stamped Confidential Business Questionnaire
- Provide certified audited accounts for the last three years (2019-2018, 2018-2017, 2017-2016).
- Provide statement on ability to provide the services on credit terms stating your credit terms.
- Must provide manufacturers' authorization letter and or letter authorizing the firm to be a franchise holder and act on behalf of the manufacturer.



## Stage 2: Technical Evaluation

### 2A Bidders capability

<b>Technical qualifications of suppliers</b>	<b>Maximum Points</b>
<ul style="list-style-type: none"> <li>➤ Experience of the firm in supply, delivery, testing and installation of Agricultural tractor with all its accessories 5 years' experience, for supply of the same Agriculture tractor with disc plough, rotary mower and tractor drawn mower attach LPO/Contracts.</li> </ul>	<b>20 marks</b>
<ul style="list-style-type: none"> <li>-More than 5 years</li> <li>-3-4 years</li> <li>-2-3 years</li> <li>-1-2 years</li> <li>-0 years</li> </ul>	<b>15 marks</b> <b>10 marks</b> <b>5 marks</b> <b>0 marks</b>
<ul style="list-style-type: none"> <li>➤ Provide references from five (5) clients served in the last 5 years with their contact addresses.</li> </ul>	<b>5 Marks</b>
<ul style="list-style-type: none"> <li>➤ Financial capability: Organization must show its credit worthiness to run the business proof that they are not operating on losses and bankruptcy they must provide: <ul style="list-style-type: none"> <li>-Audited Accounts for the last three years i.e 2019,2018,2017 (5 marks)</li> <li>-Contracts and LPO'S serviced for the last 5 years (5 marks)</li> <li>-In each Contract/LPO indicated the time used to fully service the contract and LPO. (5 marks)</li> <li>-Recommendation letter from your banker (5 marks)</li> </ul> </li> </ul>	<b>20 Marks</b>
<ul style="list-style-type: none"> <li>➤ Provide company brochure for each and every items in the schedule of requirements that they intend to supply and conforms to specifications. All bidders must provide original product brochure detailing product parameters, drawings and design as provided by the manufacturer of the equipment Original brochure shall contain product literature, manufacturer address, contacts, country of origin and subsidiary companies where applicable.</li> </ul>	<b>5 Marks</b>
<ul style="list-style-type: none"> <li>➤ Provide quality certificates applicable to tractor, Rotary mower and trailer.</li> <li>➤ Provide technical data sheets applicable to Rotary mower and trailer.</li> <li>➤ Provide manufacturer authorization letter.</li> </ul>	<b>30 Marks</b>
<ul style="list-style-type: none"> <li>➤ Provide commitment letter to offer after sale service and support on time.</li> <li>➤ Provide manufacturer authorization to providing genuine spare parts.</li> </ul>	<b>20 Marks</b>
<b>TOTAL MARKS</b>	<b>100</b>

**The pass mark shall be 70% those that shall not have attained the pass mark shall not proceed to the next stage.**

### Stage 3: Specifications Conformity

Bidders who qualify in the above will be evaluated based on the technical specifications as indicated in attached appendices.

Bidders who qualify at this stage will proceed to Financial Evaluation.

**Stage 4: Financial Evaluation**

1. The financial evaluation will be based on the lowest responsive evaluated cost basis. All prices must include supply, delivery, and taxes.
2. The lowest evaluated bidder will be awarded the tender for Supply and Delivery of motor vehicle(s).
3. All submitted bids on financial proposal must be accurate and final, will not be subjected to arithmetic error correction on the tender sum read out during tender opening

**Part C: Declaration (For the Tenderer only)**

The Tenderer is expected to indicate whether he/she **will/will not** accept to be evaluated on the above criteria)

**Q. Will you accept your bid to be evaluated based on the above criteria and abide by them during the entire period of the tender? (Tick appropriately below):**

No: ☐

Yes: ☐

**Official Stamp .....Sign.....**

**For Official Use Only**

(The team Leader of the Evaluation Team will make comments below based on the findings about the Tenderer)

Total marks scored

.....  
.....  
.....

Accept the firm

Reject the firm

☐☐

**Sign.....Date.....**

SPECIFICATION NO. <u>MTD-2008-031-19</u>		SHEET <u>1</u> OF <u>5</u>
TENDERER'S NAME _____		NO: _____
TENDER NO: _____	ITEM NO: _____	QTY: _____
DESCRIPTION: <u>AGRICULTURAL TRACTOR, 4x4, 75-80HP</u>		

## TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
<b>A TRACTOR</b>		
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authority and specifications supplied	Yes Mandatory	_____(Y/N)

## 1. GENERAL

a) A Standard production, 4x4, tractor, in current production. To be used to tow a trailer and to operate a plough and a mower.	Yes	_____(Y/N)
b) Supplied new.	Yes	_____(Y/N)

## 2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	3,800-4,200 mm	_____ mm
b) Overall width.	1,700-1,900 mm	_____ mm
c) Overall height.	2,400-2,600 mm	_____ mm
d) Wheelbase.	2,000-2,300 mm	_____ mm
e) Operating weight.	2,800-4,000 Kg	_____ Kg
f) Ground clearance, min.	400 mm	_____ mm
g) Turning radius, max.	4,500 mm	_____ mm

## 3. ENGINE

a) Make	-	_____
b) Model	-	_____
c) Engine to be diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)
d) Piston displacement.	3,900 - 4,500cc	_____ cc
e) Maximum power output	75-80HP	_____ HP
f) Maximum torque, min.	280	_____ NM
g) Fuel tank capacity, min.	65	_____ Lt

Tenderer's Signature _____ Date: _____	Company rubber stamp _____
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SPECIFICATION NO. <u>MTD-2008-031-19</u>	SHEET <b>2</b> OF <b>5</b>
TENDERER'S NAME _____	NO: _____
TENDER NO: _____	ITEM NO: _____ QTY: _____
DESCRIPTION: <u>AGRICULTURAL TRACTOR, 4x4, 75-80HP</u>	

**TENDERER'S SPECIFICATION Column to be completed by ALL**

SPECIFICATION	REQUIREMENT	TENDERER'S
<b>4. TRANSMISSION</b>		
a) Manual transmission, all synchromesh gearbox, with hydraulic clutch actuation	Yes	_____(Y/N)
b) Total speeds, min	8F/2R	_____(Y/N)
c) With high and low gear selection	Yes	_____(Y/N)
d) Drive configuration	4x4	_____
<b>5. BRAKES, TYRES AND STEERING</b>		
a) Assisted hydraulic, independent brake system.	Yes	_____(Y/N)
b) Brake type, disc (dry/wet)	Yes	_____(Y/N)
c) Mechanical parking brake.	Yes	_____
d) Locally available, <b>dual purpose</b> tyres which can operate in an agricultural farm and also on-road for transportation.	Yes (Mandatory)	_____(Y/N)
d) Optimum rim sizes Front Rear	22-26 inch 28-32 inch	----- -----
e) Assisted steering	Yes (Mandatory)	_____(Y/N)
<b>6. ELECTRICAL SYSTEM AND EQUIPMENT</b>		
a) System voltage/negative earth	12V, Yes	_____(Y/N)
b) Battery capacity, approx.	specify	____V ____AH
c) SAFETY! Engine to start only when fully declutched.	Yes	_____(Y/N)
d) Dash board mounted gauges and warning lights for charging, fuel, water temperature, engine oil pressure, parking brake and hourmeter.	Yes	_____(Y/N)
e) Standard manufacturer's lighting system, to work on trailer lights.	Yes	_____(Y/N)
h) Tractor to have ROPs and a plastic canopy.	Yes (Mandatory)	_____(Y/N)

Tenderer's Signature _____	Company rubber stamp _____
Date: _____	

SPECIFICATION NO. <u>MTD-2008-031-19</u>	SHEET <b>3</b> OF <b>5</b>
TENDERER'S NAME _____	NO: _____
TENDER NO: _____	ITEM NO: _____ QTY: _____
DESCRIPTION: <u>AGRICULTURAL TRACTOR, 4x4, 75-80HP</u>	

**TENDERER'S SPECIFICATION Column to be completed by ALL**

SPECIFICATION	REQUIREMENT	TENDERER'S
<b>7. HYDRAULICS AND LINKAGES</b>		
a) Hydraulic driven pump, three point linkage (category II), with lateral check chains	Yes	_____(Y/N)
b) lift capacity, min.	1000 Kg	_____ Kg
c) P.T.O. at the rear.	Yes	_____(Y/N)
d) P.T.O. speed	540rpm	_____ rpm
e) Weights, front and/rear mounted sets, min.	F – 100 Kg R– 100 Kg	F _____ R _____
<b>8. WARRANTY</b>		
a) Tractor to carry manufacturers statement of warranty	Yes	_____(Y/N)
b) Tractor warranty , min.	1year or 1000 hrs (whichever occurs first)	Years hrs
c) Repair manual, parts catalogue and operator's handbook and service schedule supplied	Yes	_____(Y/N)
d) Manufacturer's standard tool kit supplied	Yes	_____(Y/N)
<b>8. OTHER REQUIREMENT</b>		
a) Tractor to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	_____(Y/N)
b) Tractor will be inspected by the Chief Mechanical and Transport Engineer, prior to delivery to the user.	Yes	_____(Y/N)
c) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- ----- ----- ----- ----- ----- -----

Tenderer's Signature _____	Company rubber stamp _____
Date: _____	



SPECIFICATION NO. <u>MTD-2008-031-19</u>		SHEET <u>4</u> OF <u>5</u>	
TENDERER'S NAME _____		NO: _____	
TENDER NO: _____		ITEM NO: _____ QTY: _____	
DESCRIPTION: <u>AGRICULTURAL TRACTOR, 4x4, 75-80HP</u>			

<b>B DISC PLOUGH</b>		
Make	-	
Model	-	
a) A Standard production disc plough, agricultural tractor operated, mounted type.	Yes	_____(Y/N)
b) Supplied new.	Yes	_____(Y/N)
PERFORMANCE, DIMENSIONS, WEIGHTS.		
a) Tractor matched power	75-80 Hp	_____Hp
b) To be mounted on tractor 3 point hitch	Yes	_____(Y/N)
c) No. of discs	3 No	_____No
d) Working depth	150-300 mm	_____mm
e) Working width.	900 mm	_____mm
f) Space between discs	550 mm	_____mm
g) Diameter of disc.	23-30"	_____mm
h) Total weight.	380-415 kg	_____kg
i) Plough to have furrow wheel	Yes	_____(Y/N)
<b>C ROTARY MOWER</b>		
Make	-	
Model	-	
a) A rotary mower, tractor mounted and operated, suitable for mowing all types of grass or different pasture plants.	Yes	_____(Y/N)
b) Supplied new.	Yes	_____(Y/N)
c) Manufacturer's literature and specifications supplied	Yes	_____(Y/N)
PERFORMANCE, DIMENSIONS, WEIGHTS.		
a) Tractor horsepower requirement, min	75 hp	.....hp
b) PTO speed	540 rpm	.....rpm
c) Cutting width, min.	1,500 mm	.....mm

Tenderer's Signature	Company rubber stamp
Date:	

<b>SPECIFICATION NO. MTD-2008-031-19</b>		<b>SHEET 5 OF 5</b>
<b>TENDERER'S NAME</b>		<b>NO:</b>
<b>TENDER NO:</b>	<b>ITEM NO:</b>	<b>QTY:</b>
<b>DESCRIPTION: AGRICULTURAL TRACTOR, 4x4, 75-80HP</b>		

d)	Adjustable cutting height range, min.	20-50 mm	.....mm
e)	Number of disks	Specify	.....No.
f)	Disk speed	2.500-3,500 rpm	.....rpm
g)	3-point hitch Category	II	
h)	Lift system to be hydraulic	Yes	------(Y/N)
i)	Manufacturer's standard tools, supplied.	Yes	_____(Y/N)
j)	Weight	350 - 450 kg	.....Kg
k)	Dimensions l*w*, approx.	2500*1500 mm	.....mm
l)	Transport position height, approx.	2500 mm	.....mm
m)	Mower supplied to carry manufacturers statement of warranty	Yes	_____(Y/N)
n)	Repair manual, parts catalogue and operator's handbook and service schedule supplied	Yes	_____(Y/N)

Tenderer's Signature Date:	Company rubber stamp
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## TECHNICAL SPECIFICATIONS

TENDERER'S NAME:	
TENDER NO.:	ITEM NO.
DESCRIPTION: <b>6 TON TIPPING TRAILER</b>	

### TENDERER'S SPECIFICATION

SPECIFICATION	REQUIREMENT	TENDERER'S
Make	-	
Model	-	
Country of Origin	-	
Manufacturer's literature, drawings and specifications supplied	Yes (Mandatory)	
Submitted drawings to give the following views:		
a) Plan view	Y	
b) Side elevation	Y	
c) Rear elevation	Y	
d) Detailed drawings showing cross-sectional members, arrangement and rams fitting	Y	

### 1. GENERAL

a) A heavy duty, single axle, all steel body, tipping trailer	Yes (Mandatory)	
b) Supplied new	Yes	
c) Designed to export specifications, capable of operating in tropical conditions	Yes	
d) Low-speed trailer for use with medium duty agricultural tractor	Yes	

### 2. DIMENSIONS, WEIGHTS AND CAPACITY

a) Overall body length, approx.	4,900mm	
b) Overall width, approx.	2,100mm	
c) Overall height, from ground level	1,500mm	
d) Body length, min.	3,600mm	
e) Body internal depth, min.	500mm	
f) Weight carrying capacity, min.	6,000kg	

### 3. CHASSIS

a) Main chassis of hot rolled, mild steel channel to BSS 4360 grade, min	152mm x 76mm	
b) Channels box selections through the body and single channels for outer longitudinal members	Yes, Yes	
c) Cross members suitably spaced apart to provide adequate body support	Specify spacing	

**Tenderer's Signature:**

**Company Rubber Stamp**

## TECHNICAL SPECIFICATIONS

TENDERER'S NAME:	
TENDER NO.:	ITEM NO.
DESCRIPTION: <b>6 TON TIPPING TRAILER</b>	

d) Load transferred to tractor draw bar on full load, range	3 Ton	
e) Sub-frame fabricated from 4"x 2" channels	5"x 2.5" channels	
f) Main chassis fabricated from 6"x 3" heavy duty channels	6"x 3" channels	

### 4. BODY

a) Truck volumetric capacity, min	4 cu. m	
b) Body floor constructed out of 4mm min. thick m/s plate	Yes	
c) Sides constructed out of 3mm m/s plate (min), with suitable reinforcements at 600mm apart	Yes	
d) To have a suitable rear tail gate	Yes	
e) To have a suitable hydraulic tipping mechanism	Yes specify	
f) Tipping system to have suitable controls and connections	Yes specify	

### 5. AXLE

a) Dead axle	6 Ton	
b) Axle main beam made of square bar or high tensile steel	Specify	
c) Stubs supported by hot rolled channels with necessary stiffeners	Yes	
d) Wheel track, approx.	1600mm	

### 6. DRAWBAR

a) Comprising 2 No. hot rolled channels of size	152x76x6mm	
b) Fitted with mechanical parking brake	Yes	
c) Complete braking system bolted to the drawbar for easy replacement and service	Yes	
d) Towing hitch, of alloy steel should be capable of carrying up to 6 tons vertical load of trailer	Yes, specify load	
e) Robust skid type stand with locking pin to be fitted to underside of drawbar for easy hitching even on soft ground and to protect the braking system	Yes	

<b>Tenderer's Signature:</b>	<b>Company Rubber Stamp</b>
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## TECHNICAL SPECIFICATIONS

TENDERER'S NAME: _____	
TENDER NO.: _____	ITEM NO. _____
DESCRIPTION: <b>6 TON TIPPING TRAILER</b>	

f) Towing hook to be compatible with that for 70-80Hp agricultural tractor	Yes	
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### 7. TYRES AND WHEELS

a) Locally manufactured, trailer type tyre with tube	750x16-12 ply	
b) Single axle with twin wheel on either side	Yes, mandatory	
c) Rim size	750x16	
d) Wheel studs, LH & RH threads, of high tensile steel, size min. (min. 5 No. studs per hub)	6 x M18 (Yes)	
d) Hubs to run on heavy duty taper roller double bearings	Yes, Specify size	

### 8. PAINTING

a) Chassis and body steelwork to be thoroughly cleaned before application of paint	Yes, Mandatory	
b) At least two coats of acrylic primer to be applied throughout the body.	Yes, specify no of coats	
c) Two coats one coat of gloss finish paint to be applied, user to specify colour	Yes Mandatory	
d) Chevrons and reflectors to be fitted to comply with Kenya Traffic regulations	Yes Mandatory	

### 9. EQUIPMENT (ACCESSORIES) ETC

a) List, if any, of optional equipment	specify	
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### 10. WARRANTY

a) Each trailer supplied should carry a statement of warranty	Yes, mandatory	
b) Trailer warranty min, 12 months	specify	

### 11. MANUALS

a) All literature in the English language	Yes, Mandatory	
b) Repair manual supplied	1 set per trailer	
c) Parts catalogue, supplied	1 set per trailer	
d) Operator's handbook and service schedule supplied	1 set per trailer	

<b>Tenderer's Signature:</b>  	<b>Company Rubber Stamp</b>  
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## TECHNICAL SPECIFICATIONS

TENDERER'S NAME:	
TENDER NO.:	ITEM NO.
DESCRIPTION: <b>6 TON TIPPING TRAILER</b>	

### 12. OTHER REQUIREMENTS

a) Trailer to be inspected by the Chief mechanical and Transport Engineer, Ministry of Roads and Public Works during all the stages of construction, for compliance with the technical specifications prior to delivery to user	Yes Mandatory	
b) Trailer to be inspected (by certifying officer, vehicle inspection centre) for compliance with traffic Act Cap 403 prior to delivery to the user	Yes Mandatory	
c) Trailer to be registered with the Registrar of Motor vehicles	Yes Mandatory	

Tenderer's Signature:	Company Rubber Stamp
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