



# **Vétérinaires Sans Frontières – Suisse/Kenya (VSF Suisse/Kenya)**

Tender Document No: **Tender No. EU-DRIC/VSF-S/K/07/001**

## **Supply and Delivery of Motor Vehicles**

**4.2L STANDARD 5-MT 4x4 - STATION WAGON &**

**Manual Double Cabin 2.4 D-4D as per Specifications**

## **SECTION A: TENDER NOTICE**

Nairobi, September 2020.

VSF – SUISSE/KENYA, invite tenderers from eligible candidates for the supply and delivery of motor vehicles; 4.2L Standard 5-MT 4x4 - station wagon & Manual Double Cabin 2.4 D-4D as per Specifications.

### **1. SECTION B: GENERAL INFORMATION**

#### **Introduction**

##### **1.1. Eligible tenderers**

This invitation to tender is open to all tenderers eligible as re-advertised in the VSF Suisse/Kenya and SOMIRENEC websites ([www.vsf-suisse.org](http://www.vsf-suisse.org) and [www.somirenec.org](http://www.somirenec.org)) respectively on 1<sup>st</sup> September 2020; and in the Standard Newspaper on 2<sup>nd</sup> September 2020 and conditions herein defined in the tender document. Successful tenderer(s) shall complete the supply of goods by the intended completion date specified in the tender documents.

##### **1.2. Eligible Goods**

All goods to be supplied under the contract shall have their origin in eligible source countries. The origin of goods is distinct from the nationality of the tenderer.

### **2. Cost of tendering**

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.

#### **The tender document**

### **3. Contents**

The tender document comprises the documents listed below

- (i) Invitation for tender
- (ii) General information
- (iii) General conditions of contract
- (iv) Special conditions of contract
- (v) Schedule of requirements
- (vi) Technical specifications
- (vii) Tender form and price schedules for goods

The tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information requested 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.

#### **Preparation of tenders**

### **4. Language of tender**

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.

### **5. Document comprising the tender**

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

- (a) A tender form and a price schedule completed in accordance with paragraph 6, 7 and 8 below;
- (b) Documentary evidence established in accordance with paragraph 10 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Documentary evidence established in accordance with paragraph 11 that the goods to be supplied by the tenderer are eligible goods and conform to the tender documents.

## **6. Tender form**

The tenderer shall complete the tender form and appropriate price schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quality and prices.

## **7. Tender prices**

The tender shall indicate on the appropriate price schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) the price of the goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all customs duties and sales and others taxes already paid or payable.
- (b) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

Prices quoted by the tenderer shall be fixed during the tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

## **8. Tender currencies**

Prices shall be quoted in Euros (€).

## **9. Tenderers eligibility and qualifications**

The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the procuring entity's satisfaction:

- (a) that the tenderer has the financial, technical and professional capability necessary to perform the contract. This could be by way of evidence of past similar contracts/jobs.
- (b) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods;

## **10. Goods' eligibility and conformity to the tender documents**

Pursuant paragraph 2 of this section, the tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

The documentary evidence of the eligibility of the goods shall consist of a statement in the price schedule of the country of origin of the goods and services offered.

The documentary evidence of conformity of the goods to the tender documents may be in form of literature, drawings and data. It shall consist of a detailed description of the essential technical characteristics of the goods. Wherever possible, samples/brochures of the goods to be supplied must be presented to the procuring entity.

## **11. Validity of tenders**

Tenders shall remain valid for 180 days after the tender opening prescribed by the procuring entity with notice of at least 1 month in case of change of price. A tender valid for a shorter period shall be rejected by the procuring entity as non responsive.

## **12. Format and signing of tender**

The procuring entity shall prepare the tender.

The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing and shall be stamped with the tenderer's official emblem.

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.

### **Submission of tender**

## **13. Sealing and Marking of Tenders**

The tenderer shall seal the tender in an envelope and delivered at the tender box located at:

**VSF-Suisse/Kenya Offices,**

**Methodist Church of Kenya, Nairobi Synod Building, 2<sup>nd</sup> Floor**

**Muthangari Road, off Gitanga Road Lavington, Nairobi**

Alternatively, tenders can be forwarded by email to [Office.Nairobi@vsf-suisse.org](mailto:Office.Nairobi@vsf-suisse.org) with all necessary documentation attached.

## **14. Deadline for submission of tenders**

Tenders must be received by the procuring entity at the address specified under paragraph 13 no later than September 18<sup>th</sup>, 2020 at 4:30 PM EAST.

The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, 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.

### **Opening and evaluation of tenders**

## **15. Opening of tenders**

The procuring entity will open all tenders in the presence of the tender committee on September 23<sup>rd</sup>, 2020 at 11:30 AM EAST at the meeting room at VSF-Suisse/Kenya Offices, Methodist Church of Kenya, Nairobi Synod Building, 2<sup>nd</sup> Floor Muthangari Road, off Gitanga Road Lavington, Nairobi

The participants at the opening of the tenders shall sign a register evidencing their attendance.

The tenderers' name, tender prices, discount, and the presence or absence of requisite tender documents, and other details as the procuring entity may consider appropriate will be announced at the opening.

The procuring entity will prepare minutes of the tender opening.

## **16. Clarification of tenders**

To assist in the examination, evaluation and comparison of tenders the procuring entity may, at its discretion, ask the tenderer for clarification of its tender.

Any effort by the tenderer to influence the procuring entity during the evaluation process may result in the rejection of the tenders.

## **17. Preliminary examination**

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.

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.

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

## **18. Evaluation and comparison of tenders**

The procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 18.

The comparison shall consider the prices of the goods at the given location, such price to include all costs as well as duties and taxes.

The procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors in a manner and to the extent indicated as follows:

- a) Delivery schedule offered in the tender: the procuring entity requires that the goods under the invitation for tenders shall be delivered at the time specified in the scheduled of requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
- b) Suppliers should provide adequate custom documents where necessary.
- c) Payment should be done within 30 days latest.
- d) The quality of goods offered by the tenderer.

### **Award of contracts**

## **19. Post qualification**

The determination will take into account the tenderer's financial, professional and selling capabilities and integrity. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer and the guarantee given for each tenderers.

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

## **20. Award criteria**

The procuring entity will award the contract to the successful tenderers whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provide further that the tenderer is determined to be qualified to perform the contract satisfactorily.

The procuring entity reserves the right to accept or reject any tender and does not bind itself to accept the lowest tender or any or give reasons for rejection

## **21. Procuring entity's right to vary quantities**

The procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

## **22. Notification of award**

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.

The notification of award will constitute the formation of the contract. The notification of award will lead to the preparation of the contract as per form attached and the provision of Local Purchase Order.

## **23. Signing of contract**

At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will send the tenderer the contract form provided in the tender documents, incorporating all agreements between the parties.

## **24. Performance security**

Failure to successful tenderer to comply with the requirement of paragraph 22 or 23 shall constitute sufficient grounds for the annulment of the award, in which event the procuring entity may make the award to the next lowest evaluated candidate or call for new tenders.

## **25. Corrupt Fraudulent Practices**

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring agency 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.

## **SECTION C: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- a) “the contract” means the agreement entered into between the procuring entity and the tenderer, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by references therein.
- b) “the contract price” means the price payable to the tenderer under the contract for the full and proper performance of its contractual obligations.
- c) “the goods” means all of the commodities and other materials, which the tender is required to supply to the procuring entity under the contract.
- d) “the procuring entity” means the organization purchasing the goods under this contract.
- e) “the tenderer” means the individual or firm supplying the goods under this contract.

### **2. Application**

These general conditions shall apply in all contracts made by the procuring entity for the procurement of goods

### **3. Standards**

The goods supplied under this contract shall conform to the standards mentioned in the technical specifications.

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

The Tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision thereof, 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 tenderer in performance of the Contract.

## **5. Inspection and tests**

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

The procuring entity's right to inspect, test and, where necessary, reject the goods after the goods' arrival shall in no way be limited or waived by reasons of the goods having previously been inspected, tested, and passed by the procuring entity or its representative prior to the good's delivery.

The tenderer shall ensure that social working conditions, human rights and non – exploitation of child labor are respected.

Owing to the fact that the funds used for procurement are from the EU, the tenderer (s) guarantees the donor, the Anti-Fraud office and the Court of Audits, appropriate rights of access to the tenderer (s) financial accounting documents for the purposes of checks and audits.

## **6. Packing**

The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

## **7. Delivery and documents**

Delivery of the goods shall be made by the tenderer in accordance with the terms specified by procuring entity in its schedule of requirements and the special conditions of contract.

## **8. Payment**

The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contracts.

Payments shall be made promptly by the procuring entity as specified in the contract.

## **9. Prices**

Prices charged by the tenderer for goods delivered and services performed under the contract shall not, with the exception of any price adjustment authorized in special conditions of contract, vary from the prices by the tenderer in its tender.

## **10. Assignment**

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

## **11. Termination for default**

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

- a) if the tenderer fails to deliver any or all the goods within the period specified in the contract, or within any extension thereof granted by the procuring entity.
- b) if the tenderer fails to perform any other obligation under the contract.
- c) if the tenderer, in the judgment of the procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 12. Language and law

The language of contract and the law governing the contract shall be the English language and the general conditions applied for the tenders of E.U.

## 13. Force majeure

The tenderer 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.

## SECTION D: SPECIAL CONDITIONS OF CONTRACT

1. Special conditions of contract shall supplement the general conditions of contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of contract.
2. The standards and specifications requested for this tender are attached to this document.
3. No tender document will be accepted after the official closing time as specified on the advertisement.  
All the goods shall be delivered at **VSF Suisse/Kenya Offices, Methodist Church of Kenya, Nairobi Synod Building, Muthangari Road, off Gitanga Road Lavington, Nairobi.** (any change in delivery point will be expressly communicated in writing).
4. Payment shall be made only after satisfactory delivery.
5. Any evidence of previous short supply or supply of poor quality of any item will render the tenderer automatically disqualified on the whole tender.

## SECTION E: SCHEDULE OF REQUIREMENTS

Item Description	Unit	Quantity	Price (EUR)
<b>MOTOR VEHICLE</b> 4.2L Standard 5-MT 4x4 - Station Wagon <b>as per the specifications</b>	Pc	1	
<b>MOTOR VEHICLE</b> Manual Double Cabin 2.4 D-4D <b>as per the specifications</b>	Pc	1	

Expected supply and delivery time from date of receipt of LPO: .....

## SECTION F: TECHNICAL SPECIFICATIONS

### General

1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications for any products they intend to supply.
2. All the technical characteristics of the equipment shall not be less than those required in these specifications. Deviations from the basic requirement, if any, shall be explained in the detail in writing with the offer. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products. In all goods original / genuine products must be supplied.
3. The vehicle has to be with the following specifications:



**4.2 L Standard 5-MT 4x4 - Station Wagon Specifications:**

<b>Engine</b>	Type	Cylinder in line
	Displacement (cc)	4164
	Fuel System	External injection
	Max. PowerHP/rpm	131/3,800
	Max. Torque Nm	285/2,200
	Number of cylinders	6
	Valves/cylinder	2
	Fuel Distribution	Fuel Injection
<b>Body</b>	Body style	Station wagon
	Number of doors	5 doors
<b>Dimensions</b>	LXWXH (mm)	4,720 x 1,770 x 1,955
	Wheelbase (mm)	2,730
	Ground clearance (mm)	230
<b>Weight/Capacities</b>	Additional fuel tank capacity (L)	
	Curb Weight (kg)	2,475
	Fuel tank capacity (L)	130
	Gross Vehicle Weight (kg)	3,060
	Number of seats	10
<b>Transmission</b>	Gearbox	Manual
	Transmission	Part time manual 4x4
<b>Suspension</b>	Front suspension	Coil type springs
	Rear suspension	leaf springs
<b>Tyres</b>	Front tyres	7.50R16-8 5.50F
	Rear tyres	7.50R16-8 5.50F
	Tyre type	Radial
<b>Brake</b>	Front brake	Ventilated discs
	Parking brake	Manual
	Rear brake	Drums
<b>Fuel</b>	Type	Diesel
<b>Exterior colours</b>		White/Beige
<b>Others</b>		Electric Winch Front and rear bull bars Canvas seat covers Fire Extinguisher Hazard Triangle First Aid Kit High Lift Jack-Motafit UK Roof Rack-Steel Mounted on Carrier 2 <sup>nd</sup> Spare Wheel Mounted on Carrier Warranty: 3 Years/100,000 KM whichever comes first

**Manual Double Cabin 2.4 D-4D Specifications:**

<b>Engine</b>	Type	Direct Injection 2.4-liter turbo diesel engine
	Capacity	2,393cc
	Max Power	80kw-110kw/3,400 rpm
	Max Torque	280-400Nm/1,600-2,400rpm
<b>Dimensions</b>	L X W X H	5330 x 1855 x 1815 mm
<b>Weight</b>	Kerb Weight	2,000 – 2,200 Kg
	Gross Vehicle Weight	2,700 – 3,000 Kg
<b>Sitting Capacity</b>		5-Seater
<b>Drive Train</b>		4 Wheel Drive
<b>Transmission</b>		5 Speed Manual
<b>Suspension</b>	Front	Double Wishbone Independent Suspension with coil springs
	Rear	Leaf Springs overslung with twin-tube gas pressurized shock absorbers and hi-ride suspension
<b>Brakes</b>	Front	Ventilated Disc
	Rear	Drum
	System	Dual Circuit power assisted Fuel
<b>Fuel</b>	Type	Diesel
	Capacity	75-80 liters
<b>Others</b>		Cover canopy
		Alloy rims 16"
		12 Months warranty

**SECTION G: TENDER FORM AND PRICE SCHEDULES OF GOODS****Form of tender**

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

To.....

*(Name and address of procuring entity)*

Gentlemen and / or Ladies,

1. Having examined the relevant documents forming the tender including Addenda, we, the undersigned, offer to supply and deliver

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*(Description of goods)* in conformity with the said tender documents.

2. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.
3. Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this..... day of.....

*(stamp and signature)* .....