



NAROK COUNTY GOVERNMENT

**P.O.BOX 898-20500
NAROK**

TENDER

FOR

**LEASING OF VEHICLES, PLANT, MACHINERY,
AND EQUIPMENT FOR THE
NAROK COUNTY GOVERNMENT**

TENDER NO: NCG/LEASE/VEHICLES/089/2020-2021

**CLOSING DATE: THURSDAY 4TH MARCH, 2021 AT 1200
TENDER OPENING DATE: 9TH MARCH, 2021 AT 8.00AM**

TABLE OF CONTENTS

SECTION I: INVITATION TO TENDER7
SECTION II - INSTRUCTIONS TO TENDERERS 9

2.1 Eligible Tenderers 9
9

2.2 Cost of Tendering 9

2.3 Contents of Tender Documents 9

2.4 Clarification of tender Documents..... 10

2.5 Amendment of tender Documents 10

2.6 Language of Tenders 10

2.7. Documents Comprising the Tender 11

2.8. Form of Tender 11

2.9. Tender Prices 11

2.10. Tender Currencies 11

2.11. Tenderers Eligibility and Qualifications 11

2.12. Tender Security 11

2.13. Validity of Tenders 12

2.14. Format and Signing of Tenders 12

2.15 Sealing and Marking of Tenders.....
13

2.16. Deadline for Submission of Tenders
13

2.17. Modification and Withdrawal of Tenders 13

2.18. Opening of Tenders 14

2.19 Clarification of Tenders 14

2.20 Preliminary Examination and Responsiveness 14

2.21. Conversion to single currency 15

2.22. Evaluation and Comparison of Tenders 15

2.23. Contacting the Procuring entity 16

2.24 Post-qualification 16

2.25 Award Criteria 17

2.26. Procuring entity’s right to accept or reject any or all tenders 17

2.27 Procuring entity’s Right to Vary quantities 17

2.28 Notification of Award 18

2.29 Signing of Contract 18

2.30 Performance Security 18

2.31	Corrupt or Fraudulent Practices	18
2.32	Appendix to Instructions to Tenderers'	19
SECTION III- GENERAL CONDITIONS OF CONTRACT		26
3.1.	Definitions	26
3.2.	Application	26
3.3.	Standards	26
3.4.	Use of Contract Documents and Information	27
3.5.	Patent Rights.....	28
3.6.	Performance Security	28
3.7.	Delivery of services and Documents	28
3.8.	Payment	28
3.9.	Prices	28
3.10.	Assignment	29
3.11.	Termination for Default	29
3.12.	Termination for insolvency	29
3.13.	Termination for convenience	29
3.14	Resolution of Disputes	30
3.15.	Governing Language	30
3.16.	Applicable Law	30
3.17	Force Majeure	30
3.18	Notices	31
SECTION IV - SPECIAL CONDITIONS OF CONTRACT		32
SECTION V - SCHEDULE OF PARTICULARS OF TENDER		34
34	PART A: GENERAL DEFINITIONS	34
PART B: PURPOSE		35
Policy Objectives of Procuring Entity		
35	PART C: Grant of Lease Concession and Access to Leased Equipment/vehicles and Assets	36
Acceptance of Lease Concession and Access to Leased Equipment/vehicles and Assets ...		
	36	

Scope of Master Lease Agreement.....	36
Approved User	36
36 Eligible Users/	
..... 36 Approved	
Equipment/vehicles	36
Warranties by the Lessor Company and Vehicle Dealers	36
PART D: NEW EQUIPMENT/VEHICLES AND THE LEASING BUSINESS	37
Vehicle Orders	
37 Initial New Equipment/vehicles	
..... 37 Delivery of initial New	
Equipment/vehicles/... ..	37
Contents of Vehicle Orders	
37 Cancellation of Orders	
..... 37	
Notification and Orders	
37 Accessories and Specification of Accessories	
..... 38 Delivery of New Equipment/vehicles	
..... 38 Replacement of Leased	
Equipment/vehicles during lease term	38
Delivery of	
Replacement Equipment/vehicles/	39
Return of	
Leased Equipment/vehicles at End of Lease Term	39
Resale	
of Equipment/vehicles by Lessors/Vehicle Dealers at End of Lease Term and preference to	
operational and field staff of the National Procuring entity Service upon sale	
of leased Equipment/vehicles	
39 Vehicle Variations	
..... 39	
Eligible Users	
39	
PART E: INSURANCE OF LEASED EQUIPMENT/VEHICLES.....	40
Insurance – All Leased Equipment/vehicles MUST Be Insured	
40 Insurance premiums and Excess	
..... 40 Total Loss	
..... 40	
Notifications under insurance policies (including loss, damages or accidents)	40
PART F: IDENTIFICATION, MARKINGS, LICENSES AND INSPECTIONS.....	41
Vehicle Identification and Markings	
41	

Licenses, Permits and Inspections	41
PART G: APPLICABLE TAXES AND LABOR LAWS	41
PART H: LEASE PRICING, FINANCING AND PAYMENTS	42
Lease Installments and Payments	42
Lease	42
Financing	42
Costs	42
Prompt Payments to Third Parties on Services Relating To Leased Equipment/vehicles	42
42 Acquisition of additional Equipment/vehicles under similar terms and conditions	43
Lease Term(s).....	43
Extensions	43
of	43
Lease	43
Term(s)	43
Price Increases during	43
Lease Term	43
Freight Charges and Delivery Destination Charges	44
44 Contract Awards on A Per Lot Or Item(s) Basis	44
Multiple Shipments and Delivery Schedules	44
within 6 Months	44
Computation and disclosure of Lease Costs and Pricing per Kilometers	44
PART I: SERVICE, REPAIRS AND MAINTENANCE	45
Repair and Maintenance Facilities (Service Locations)	46
Standard of Service and Maintenance Performance	48
Rights of inspections	48
Compliance	48
with	48
Regulations:	48
Service and Maintenance	48
under Exceptional Circumstances	48
PART J: FLEET MANAGEMENT	49
PART K: DEFAULT AND TERMINATION	49
PART L: MISCELLANEOUS	49
Confidential	49
Information	49
Terms and Conditions of the Tender to Form Part of Vehicle Leasing Contract	50
Bidders' duty and responsibility on accuracy and completeness	50

51	Responsibility for Greening of the Government Leased Vehicle Fleet	51
	Bidders Responsibility for Developing Industry Partnerships and Skills Transfer	51
	Bidders Disclosure(s) of Local Content and forward and backward linkages	51
	Schedule A: Lease Pricing Schedules	52
	Schedule B: Equipment/vehicles Lease Schedule	
54	Schedule C: Schedule of Lease Payments	57
	Schedule D: Schedule of Equipment/vehicles Deliveries	59
	Schedule E: Leased Equipment/vehicles Service Level Agreements (SLAs)	60
	Schedule F: Schedule of Service, Repairs and Maintenance.....	61
	Schedule G: Manufacturer’s Warranty Schedule	
62	Schedule H: Accident Report/ Repair Form.....	
63		
	Schedule I: Vehicle Serviceable Conditions	64
	SERVICEABLE CONDITIONS	
64	SECTION VI - SCHEDULE OF REQUIREMENTS	
	Schedule A: Schedule of Equipment/vehicles Specifications and Requirements	66
	SECTION VII - STANDARD FORMS	178
	FORM OF TENDER	179
	CONTRACT FORM	180
	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	181
	TENDER SECURITY FORM	
182	PERFORMANCE SECURITY FORM	
	183 AUTHORIZATION FORM	
	184 MASTER OPERATING LEASE AGREEMENT	
	185 APPENDIX FOR MASTER OPERATING RENTAL AGREEMENT	214
	LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD	218
	Form RB 1	
219		

SECTION I: INVITATION TO TENDER

**INVITATION TO TENDER: LEASING OF VEHICLES, PLANT, MACHINERY, AND
EQUIPMENT FOR THE
NAROK COUNTY GOVERNMENT
NCG/LEASE/VEHICLES/089/2020-2021**

Narok County Government invites sealed tenders from original specialized manufacturers, dealers, leasing companies, financial institutions and interested firms for provision of new construction equipment, vehicles.

Interested eligible candidates may obtain further information from and inspect the tender document at Office of **Assistant Director Supply Chain Management, Headquarters Narok County.**

A complete set of tender document may be obtained by the interested candidates on the County Government website at www.Narok County.go.ke, www.tenders.go.ke or www.supplier.treasury.go.ke free of charge.

Once you download, email notification to procurement@Narok County.go.ke to the attention of addressee below to receive addendums to the tender that may arise out of queries by bidders or change of user departments' requirements.

Prices quoted should be Net Inclusive of All Taxes and Delivery Costs, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.

Completed tender documents in plain sealed envelope MUST be addressed to:

**The County Secretary
Narok County Government
P.O.Box 898-20500
Narok**

and be deposited in the tender box located at the County Government entrance, so as to be received on or before Tuesday **4th March, 2021 at 1200 HOURS.** The opening will be held on 9th March, 2021 after at least 48 hours quarantine due to covid 19.

Tenders must be accompanied by a **Bid Security of KShs. 1,000,000.00** in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or a Letter of Credit valid for 150 Days from the tender closing 4th March, 2021.

Tenders will be opened on 9th March, 2021 from 8.00am after at least 48 hours quarantine period due to covid 19 pandemic in the presence of the bidder's representatives who choose to attend the opening at the County Assembly Hall 2. The terms bidder and tenderer mean the same in this document.

SECTION II - INSTRUCTIONS TO TENDERERS

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 be at no cost

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 clause 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 three (3) 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 downloaded the tender documents are requested to notify the head of supply chain in order to receive notifications for any amendments by 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 **KShs. 1,000,000/=**.

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 from a reputable bank.

- 2.12.5 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
- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 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 2.29 or (ii) to furnish performance security in accordance with paragraph 2.30 (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 150 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 Original and Two Copies of the tender documents to be submitted in hard copies.
- 2.14.2 The original copy 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 tender document and security in a sealed envelope marked as "ORIGINAL TENDER DOCUMENT".

2.15.2 The envelope shall: Be addressed to

**The County Secretary
Narok County Government,
PO Box 898-20500,
Narok**

- (a) bear tender number and tender description in the Invitation to Tender and the words,
“DO NOT OPEN BEFORE: TUESDAY 9TH MARCH 2021 AT 1200 HOURS

2.16. Deadline for Submission of Tenders

Tenders must be received by s u b m i s s i o n d e a d l i n e of 4th March, 2021
12.00noon and shall be deposited in the tender box by **TUESDAY 4TH MARCH, 2021 AT 1200 HOURS**

2.16.1 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.

2.17. 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, on: **TUESDAY 9TH MARCH, 2021 AT 1200 HOURS** 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 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;
- (c) References by public agencies that have been provided same or related services (such as purchase and maintenance contracts) by the tenderers;

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's 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.

(c) References by public agencies

Tenderers are required to provide authority to the procuring entity to contact the referenced clients included in the tender document and to receive information on confidential terms as part of due diligence on the tenderer. The tenderer accepts that neither the referenced client nor the procuring entity will disclose the information requested and exchanged, and that the procuring entity is not bound to provide the tenderer the assessment report and or the decisions or the reasons for making any such

decisions arising out of the such diligence conducted for the purposes of evaluation of this tender.

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 lowest 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 lowest 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) Proof of capacity to fund the tender
- (b) Necessary qualifications, capability experience, services, Equipment/vehicles and facilities to provide what is being procured.
- (c) Legal capacity to enter into a contract for procurement
- (d) 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.
- (e) Shall not be debarred from participating in public procurement. (f) Passed the due diligence assessment during the evaluation;

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 Procuring entity's Right to Vary quantities

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

2.28 Notification of Award

2.28.1 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.

2.28.2 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 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.28.3 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

2.29 Signing of Contract

2.29.1 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.

2.29.2 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.

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

2.29.4 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.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 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.

2.31.2 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

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

2.32 Appendix to Instructions to Tenderers-

2.32.1. Notes to the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.

4. Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.
5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

2.32.2. Appendix to instructions to Tenderers

The following information for letting, leasing, licensing, tenancy, franchise or management of contract by County Secretary, Narok County Government, 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 Tenderers.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible
2.4	<p>The address for requesting clarification is:</p> <p>Assistant Director, Supply Chain Management Narok County Government P.O.BOX 898-20500 Narok.</p>
2.6.1	The Language of all correspondence and documents related to the Tender is:
2.9.3	English The price shall be fixed
2.10.1	Price shall be quoted in Kenya Shillings
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> • Brochures and catalogues. • Tenderers must attach copies of Certificate of Incorporation/Registration • Valid Tax Compliance Certificate • Copy of Form CR12/13 • Written communication from the product manufacturer addressed to Narok County Government, authorizing them to bid on their behalf in respect of this tender.
2.12.2	The Tender Security shall be KShs.1,000,000 from a reputable financial institution valid for 150 days
2.13.1	The Tender validity period shall be 150 days .

2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One Original and Two Copies.</p> <p>and deposited on the Tender box at the entrance of County Government Offices: Narok County Government, P.O. Box 898-20500, Narok</p> <p>On or before the due date 1200hrs, Thursday 4th March, 2021.</p>
---------------	---

2.20.1

The Preliminary evaluation shall be mandatory:

The evaluation shall adopt *YES/ No Approach*. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

Bidders must submit the following documents together with tender.

- Proof of funding (pre-approval letter from a licensed financial institution or fund or bidder) to finance purchase of the assets for leasing to Narok County Government, quoting this tender's ref.
- **Bid security of KShs 1,000,000 from a reputable financial institution valid for 180 days.**
- **Certificate of Business registration/Certificate of incorporation.**
- **Copy of current certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)**
- **Valid Tax Compliance Certificate**
- **Duly filled, signed and stamped business questionnaires. Duly filled and signed form of tender.**
- **Attach original brochures and catalogues, for evaluation of technical specifications colored copies and photocopies not allowed.**
- **Bidders must sequentially serialize all pages of the Technical proposal**
- **Organizations profile, history, contacts, products/services. Attach agreements or other legal memoranda (associations, appointment letters) by the vehicle/equipment manufactures or authorized dealers.**
- **Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Narok County Government, authorizing them to bid on their behalf in respect of this tender.**
- **Attach audited financial statements for the last three years (2017,2018 and 2019 accounts are not available)**
- **Bidders to provide a pre-approval letter of the lessor to lease the specialized vehicles to the Narok County Government by the lessor's partner financial institution. The procuring entity, on official request by the bidder in writing, will facilitate due diligence by the bidder to validate that the procuring entity has met the terms of the proposed/partner lender. The lessor's financial partner will have the liberty to indicate the maximum loan value that the procuring entity qualifies for were the bidder awarded the tender. A bidder who fails to attach such a verifiable letter will be considered irresponsible and disqualified from further technical and financial evaluation.**

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION

PROCESS AND WILL NOT BE CONSIDERED FURTHER

2.21.1	<p>For the purpose of evaluation only, the rate of exchange to be used will be 1 currency number KShs (to 2 decimal places).</p> <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Kenya Shillings</p> <p>The source of exchange rate shall be The Central Bank of Kenya.</p> <p>The date for the exchange rate shall be: The bid closing day : THURSDAY 4TH MARCH, 2021 AT 1200 HOURS</p>
2.22.1	<p>Evaluation and Comparison of Tenders (Technical Evaluation)</p> <p>(a) All tender responses will be evaluated and the winning tender selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness.</p> <p>(b) A tenderer must score a minimum of 70% to be considered for price comparison.</p> <p>(c) A tenderer may be invited for negotiations as part of the evaluation process.</p> <p>(d) The tenders will be evaluated based on the technical specifications attached and using the following criteria:</p> <ul style="list-style-type: none"> - Organizations profile, history, contacts, products/services relevant to the expected services; - Demonstrate specific experience and track record including providing details of clients and contact persons within the client organizations must attach contracts / orders of at least 10 million per order; - Composition of the organization including key managers likely to be assigned to implement these services. - The Equipment/vehicles must have proven usage in hardship / rough terrains in Kenya for the last 4 years. - The bidder must have garages and/or show evidence of partnering with garages within or polytechnic selected by the tenderer for servicing of Equipment/vehicles (attach evidence i.e. a memorandum of understanding and/or contracts) or any other partnership with other garages within 100km radius from Narok Town. Where such garages don't exist, the bidder will cover mileage costs for service beyond 100km. - A bidder scoring seventy percent (70%) or more will be considered Technically Responsive. - The specifications of what is offered by each bidder will be examined and compared with the tender specification requirements. - Failure to meet any of the technical mandatory requirements in the technical specifications will lead to disqualification at the technical stage of technical evaluation. - Minimum requirements that may critically affect the performance or operation of the vehicle shall be treated as mandatory. - Deviation from category described in specification will also lead to

	rejection as technically non-responsive
--	---

2.23

TECHNICAL EVALUATION

The maximum score shall be 100 %. A bidder scoring 70% or more will be considered Technically Responsive and will be considered for Financial Evaluation.

Technical Evaluation is divided into 2 main parts as detailed below;

i. Compliance to Technical Requirements

	S/N	ITEM	SCORES/WEIGHTS	MAXIMUM
	O	DESCRIPTION		SCORES

		<p>1</p> <p>Compliance to technical requirements (See specifications per lot)</p> <p>Major and Minor deviations The specifications of what is offered by each bidder will be examined for compliance with the tender specification requirements.</p> <p>The criteria adopted is that only major deviations to the specifications could make a bidder nonresponsive but minor deviation would not, unless they are too many in which case the bidder drops too many points.</p> <p>A Major deviation is an offer that does not meet requirements on performance of critical parameters, or one that would affect the performance of the product in a particular way, thus making it significantly less suitable for the intended purpose.</p> <p>It can also be a shortfall in a certain parameter which may lead to a disadvantage to the user during certain critical operations. But if the product can still perform the intended function as per user expectations and satisfaction in all situations without being less effective, less suitable or being disadvantageous, such deviation from specifications may be considered minor.</p> <p>Evaluation shall be done on a 2 stage process i.e. Major Requirement (Mandatory) and Minor Requirements.</p> <p>In the first stage, the parameters which critically affect the performance of the vehicle will be picked and examined. These parameters have been indicated in the specifications as mandatory. Minimums which are critical will also be examined. Non-compliance to any of these will be a Major deviation and shall lead to rejection of the offer as technically non-responsive.</p> <p>The second stage is where the other parameters of the bidders offer will be examined for compliance to specifications.</p> <p>Deviation that may arise will be considered as minor. They will be rated/weighted on their effect on performance and shall lead to deduction of point(s) for every deviation.</p> <p>Apportioning of total points for Compliance to Technical requirements (Minor Requirements) is different for different lots, and scoring will be on account of bidder's ability to prove compliance to requirements</p>	40

ii. Technical Evaluation			
S/N O	ITEM DESCRIPTION	SCORES/WEIGHTS	MAXIMUM SCORES
1	Workshops/dealership within 100km from Narok County town	Provide evidence of ownership or partnership with dealers/workshops 2 marks each	10
2	Commitment to build or partner to set up a service /training center at Thika depot	Provide letter of commitment with proposed workplan/ facility design (10 marks)	10
3	Innovations and continuous improvements	Provide any other innovations/inventions, improvements of the leasing programme that may steer economic growth in the industry in particular and other sectors of the economy in the County to support Buy Kenya Build Kenya and Vision 2030. Solutions should be quantifiable, measurable, specific and achievable within the set timelines during the leasing period	10
4	Company Experience and financial capability	<p>Provide at least Three (3) contracts of similar scope, nature and value for the past Five (5) years. Submit orders, contracts etc – 6 marks</p> <p>Provide Two (2) recommendation letters for satisfactory performance. At least One (1) reference letter must be from the Public Sector for the last Three (3) years. – 4Marks</p> <p>Average Annual Turnover: Minimum average annual turnover of Kenya Shillings One Hundred Million (KShs. 100 million) per year within the last Three (3) years (Attach audited account for the last Three (3) years. – 6 Marks</p>	16
5	Employment and Job creation/ Empowerment through subcontracting of services and works (Economic Empowerment)	<p>Commitment that 40% of the materials shall be manufactured or sourced locally Number of subsidiary production lines to be set up for production of local materials to support the industry during the leasing period 2 marks</p> <p>Proof of existence of dealership or workshop in the county and its environs 7 marks</p> <p>Provide a list of local garages approved by Chief Mechanical and Transport Engineer (CM &TE) in the county and its environs that the firm anticipates upgrading each year. 3 marks</p> <p>Provide the progressive status each local garage will achieve by the end of the 4th year with a detailed plan of action. 2 marks</p>	14
		Total	100

	<p>FINANCIAL EVALUATION</p> <p>The formulae for determining the Financial Score (Sf) is as follows: - (Sf = 100 X FM/F where Sf is the financial score;</p> <p>Fm is the lowest priced financial proposal and F is the price of the bid under consideration or another proportional linear formula)</p> <p>The weights given to the Technical and Financial Proposals are: T= 0.8 P=0.2</p> <p>AWARD CRITERIA</p> <p>Award will be on LOT basis and a bidder may be awarded more than one lot with consideration of the Technical and Financial scores</p> <p>While bidders can bid for all LOTS, the Procuring Entity shall reserve the right to allocate LOTS amongst the technically responsive bidders</p> <p>For the lot 9 and lot 17 no single firm shall be awarded more than One (1 No.) LOT. If only ONE (1 No.) bidder is responsive in both Lots, the bidder with the highest technical and financial scores will be considered for both.</p>
2.24	Post- qualification shall <i>“be undertaken” yes prior to award</i>
2.30.1	Particulars of performance security if applicable. - 10% of the contract sum from a reputable a reputable financial institution for 150 days to cover delivery of the Equipment/vehicles.

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 twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in 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) 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

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.

3.9.1 Contract price variations shall not be allowed for contract not exceeds one year (12 months)

3.9.2 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

3.9.3 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

3.18.1 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.

3.18.2 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.

Special Conditions of Contract as relates to the GCC.

GCC	Special conditions of contract
3.6	Specify performance security if applicable - Particulars of performance security if applicable. - 10% of the contract sum from a reputable financial institution for 150 days to cover delivery period of the Equipment/vehicles
3.9	Specify price adjustments allowed – Not allowed
3.12.1	Payments will be made after the deliveries of services have been done and delivered items technically certified compliant – to be paid quarterly in arrears
3.16.1	Disputes to be referred to adjudication or arbitration in accordance with the laws of Kenya

- 4.3 Must Attach Tax compliance certificate, VAT certificate and registration certificate
- 4.4 All prices must be in Kenya Shillings and inclusive of all taxes and insurance
- 4.5 Must attach Brochures and catalogues, for evaluation of technical specifications;
- 4.6 Must attach a Manufacturer authorization letter;
- 4.7 A tenderer must score a minimum of 70% in the technical evaluation to be considered for price comparison.
- 4.8 The Equipment/vehicles must have proven usage in hardship / rough terrains in Kenya for the last 4 years.
- 4.9 The bidder must have at least 1 owned/contracted garage within 100 kilometers from Narok Town. (attach evidence i.e. a memorandum of understanding and/or contracts) or any other partnership with other garages. Where a tenderer has no garages within 100 Kms of Narok Town, they will have options to provide mobile maintenance service of pay a surcharge for the extra distance to their garages.
- 4.10 Contracts shall be drawn between the bidder who have quoted / submitted its bid and the Narok County Government and not any sub agent and/or financiers.
- 4.11 All invoice payments shall be made to the bidder who submitted its bid and not any sub agent and/or financiers.
- 4.12 **Delivery period shall be 150 days from date of contract signing, failure of which the performance bond shall be forfeited.**
- 4.13 The bidders must fulfill all the above requirements to move to the next stage of the evaluation process.

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

PART A: GENERAL DEFINITIONS

- 1) For purposes of this Section and appendices to this tender the following definitions shall apply.
- a) “**Agreement**” means the Proposed Lease Contracts to be entered into under this tender including a **Master Lease** and all its **Schedules** and **appendixes**.
 - b) “**Bidder or Lessor**” means the vehicle manufacturers, suppliers, dealers, leasing companies, banks and financiers, operating alone or in a consortium, who respond to the tender for leasing of Equipment/vehicles for the Narok County Government(CGK) and in particular shall include Lessors, offering their Leasing services directly to the Procuring Entity/ User Entity or contractually through vehicle manufacturers, suppliers, dealers, banks, financiers and insurers.
 - c) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
 - d) “**Delivery Note**” has the meaning ascribed to it under the Master Lease or at Clause 19.
 - e) ‘Equipment/vehicle’ has the industry meaning even where the item is not qualified as such in the document.
 - f) “**Government Representative**” means the authorized signatory of the Procuring Entity.
 - f) “**Lease Term**” means, in respect of any Master Lease Agreement and Rental Addendum, the period commencing on the **Commencement Date** and ending on the **Termination Date**, and in respect of an individual leased vehicle, the period agreed with successful Bidders on each vehicle schedule, or on aggregate for a similar LOT, determined as a specified lease period.
 - g) “**Primary Lease Period**” means the initial lease contract period(s) entered into with successful Bidders under this tender, expected to be a minimum of 5 years from the “**Lease Commencement Date**”.
 - h) “**Procuring Entity**” means the Narok County Government.
 - i) “**Total Loss**” means an actual or constructive or arranged total loss as a result of the Equipment/vehicles being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair.

PART B: PURPOSE

Policy Objectives of Procuring Entity

- 1) Bidders should take cognizance of, and abide by, the Government of Kenya's stated policy and development goals relating to the Leasing of Equipment/vehicles by public entities.
- 2) For purposes of the proposed leasing of Equipment/vehicles, the Procuring Entity and User Entity, individually and collectively, will follow policy guidelines in force, including those under review and modernization. These policies and guidelines place an obligation on the Procuring Entity and User Entity to rationalize government vehicle/equipment fleet to improve service delivery and efficiencies; **lower total costs of transport services and optimize vehicle/equipment usage**; develop the domestic vehicle/equipment and leasing industries; and in particular to increase local content and value additions. These policy goals include minimizing the proliferation of Equipment/vehicles **Types/Makes/Models** to reduce service and maintenance costs for leased and owned assets and favoring acquisition/use of Equipment/vehicles **fit for the intended purposes** and **terrains/ regions** to which User Entity will deploy them.

PART C: LEASE CONTRACTS AND CONCESSIONS

Grant of Lease Concession and Access to Leased Equipment/vehicles and Assets

- 3) The Procuring Entity under lease contracts and agreements entered into subject to this tender will grant to successful Bidders/ Lessors a **Grant of Lease Concession** and **Right of Access to Lease Assets** throughout the Lease Term to supply, repair, Service and maintain Equipment/vehicles supplied under leasing subject to all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases including in respect of security and or special access restrictions imposed by the **Procuring Entity and or the User Entity on security, operational, legal and regulatory reasons.**

Acceptance of Lease Concession and Access to Leased Equipment/vehicles and Assets

The successful Bidders/Lessors under this tender undertake to accept the **Grant Of Lease Concession** and **Right of Access to Leased Assets** throughout the Lease Term to supply, repair, service and maintain Equipment/vehicles supplied under leasing; and to adhere to and comply in all material respects with all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases, particularly in respect of security and special access restrictions Imposed by the Procuring Entity and or the User Entity for security, operational, legal and regulatory reasons.

Scope of Master Lease Agreement

Bidders undertake to accept that the Master lease Agreement, and all schedules entered into thereto, shall cover all the leased Equipment/vehicles referred to in the schedule attached to the Master Lease Agreement signed by the Parties to the Master Lease Agreement **Eligible Users**

- 4) The Procuring Entity delegates to the Accounting Officer in charge of county treasury and the powers and authority to appoint **Eligible Users**, including directors, senior officers, staff and drivers; for provision of, and assignment to, leased Equipment/vehicles for use in the ordinary course of discharging their official duties under the same terms, conditions and restrictions that would apply to Equipment/vehicles owned by Government.

Approved Equipment/vehicles

- 5) The Procuring Entity has set out the Approved Equipment/vehicles in the Schedule of Specifications.

Warranties by the Lessor Company and Dealers

- 6) Bidders should state all warranties to be provided on Equipment/vehicles, services and maintenance, insurance, whether directly or from the manufacturers.

PART D: NEW EQUIPMENT/VEHICLES AND THE LEASING BUSINESS

Vehicle Orders

- 7) The tenderer reserves the right to determine the numbers of Equipment/vehicles that shall be ordered under any LOT and or Item(s) without reference to any minimum, but will be guided by the policy and considerations of economic, financial and operation aspects, economies of scale, volume advantages and discounts and policy considerations set out in this TENDER .

Initial New Equipment/vehicles

- 8) All Equipment/vehicles, makes and models offered and supplied under this tender shall be **New Equipment/vehicles** and the **Latest Models** specified by the Manufacturer(s) for the Kenya's market, or the latest makes/ models available that conform to the features, specifications and modifications specified by the Manufacturer(s) for the Kenya's market, as the case may be.

Delivery of initial New Equipment/vehicles

- 9) All deliveries shall be made in accordance with the **Schedule of Vehicle/Equipment Deliveries** at such official locations, offices, dates and times as the **Procuring Entity/User Entity** shall specify or request in writing.

Contents of Vehicle/equipment Orders

- 10) All leased vehicle/equipment orders shall be made on lease schedules incorporated into or prepared pursuant to, signed Master Lease or Rental Schedule(s) and Addendum during the Lease Term.

Cancellation of Orders

- 11) All cancellations of orders shall be subject to the clauses on lease termination and or by mutual agreement of the parties

Notification and Orders

- 12) The successful Bidders as Lessors and or vehicle/equipment dealers shall notify the Government Representative or the Lease Management Unit established by the Procuring Entity of the Costs of Acquisition, Accessories, Financing, Insurance, and periodic Lease rentals or payments, including the portion relating to fees for scheduled service and maintenance. The notifications on pricing can be performed through completion of a standard Lease Pricing Schedule or Addendum.

Accessories and Specification of Accessories

- 13) Bidders shall endeavor to adhere strictly to the Schedule of Equipment/vehicles Specifications and Requirements and deliver at all times the standard vehicle/equipment recommended by the Manufacturer (with minimal customization, features and modifications), provided this shall not prevent approved users from specifying and fitting accessories, special bodies/cabins, and special operational, communications and security Equipment/vehicles and gadgets.
- 14) Accessories, special bodies/cabins, and special operational, communications and security

Equipment/vehicles and gadgets required by the Procuring Entity and or User Entity and Approved Users, WHERE OPTIONAL, shall be paid for and fitted separately from the lease payments and shall not constitute or form part of the lease basis as set out in the Lease Pricing Schedule, unless specific approval and authorization has been provided by the Procuring Entity and or User Entity for the fitting of specified items above as a separate addendum, as agreed with successful Bidders.

- 15) The Procuring Entity, in consultation with Bidders, shall be entitled to the right to remove, transfer, upgrade, immobilize, and or dispose of any special fittings accessories, special bodies/cabins, and special operational, communications and security Equipment/vehicles and gadgets which would otherwise not form part of the standard Equipment/vehicles provided under the Leases pursuant to this tender and are not normally provided as part of the vehicle; at any time, including at the end of the Primary and or Secondary lease periods, as the case may be, without in any way invalidating any Dealer/Manufacturers warranties and guarantees that may be applicable and in force; and Bidders undertake to assist in the process of such action, as a critical component of the User Entity being able to use the leased Equipment/vehicles in the course of its work.

Delivery of New Equipment/vehicles

- 16) Successful Bidders shall be notified of the following details for purposes of delivery, installation and testing of Equipment/vehicles and associated Equipment/vehicles
- a) Place and Date of delivery
 - b) Acknowledgement of Delivery evidenced by an official Delivery Note

Replacement of Leased Equipment/vehicles during lease term

- 17) Bidders will be required to replace, within targets agreed **in Leased Vehicle/equipment Service Level Agreements**, leased Equipment/vehicles that become unavailable for reasons of scheduled and unscheduled service and maintenance; accidents; theft and vandalism, or other valid operational reasons including mechanical breakdown, with equivalent or new Equipment/vehicles.

Nothing shall preclude Bidders offering appropriate Equipment/vehicles on hire/ rental as replacements for leased Equipment/vehicles over the duration of such downtime by prior arrangements with the Procuring Entity.

Delivery of Replacement Equipment/vehicles

- 18) Allocation and return of replacement Equipment/vehicles during the lease term shall be deemed to be operational matters to be handled by the Approved Representative(s).

Return of Leased Equipment/vehicles at End of Lease Term

- 19) Bidders will be responsible for collecting and taking delivery of leased Equipment/vehicles on expiry of the lease term, and shall be required to commence arrangements to do so in consultation with the Procuring Entity/User Entity, and to give appropriate notice of the Termination Date of the lease not less than 60 days prior to the expiry of the lease term. This notification should be applied for every vehicle, LOT or grouping leased by Bidder(s).

Resale of Equipment/vehicles by Lessors/Vehicle Dealers at End of Lease Term and preference to staff of the procuring entity upon sale of leased Equipment/vehicles

- 20) Bidders will be entitled to sell, lease or dispose of leased Equipment/vehicles on expiry of the lease periods, subject to the **Procuring Entity** waiving or exercising the option to renew the lease for such period(s) as may be agreed under Secondary Lease term, and upon terms and conditions broadly similar to the lease contract. Where the **Procuring Entity and or the User Entity** do not exercise the option of renewal/extension of the lease, Bidders undertake to give priority in the sale of leased Equipment/vehicles to the Approved and Eligible Users and staff of **the Procuring Entity/User Entity**, after expiry of the lease term at market rates or at special prices determined by reference to the **Residual Values** built into the lease, **whichever is lower**.

Vehicle/equipment Variations

- 21) Bidders may substitute for approved Equipment/vehicles specifications and requirements, Equipment/vehicles of equivalent or higher specifications from the same manufacturer/ vehicle Dealer where these become available at any time after contract award and before the commencement date, subject to Pricing and the Schedule of Services, Repairs and Maintenance remaining unchanged.

Eligible Users

- 22) Eligible Users assigned to Equipment/vehicles, including government drivers and vehicle usage shall be determined by the **Procuring Entity and or the User Entity**.

PART E: INSURANCE OF LEASED EQUIPMENT/VEHICLES

Insurance – All Leased Equipment/vehicles MUST Be Insured

- 23) Bidders shall insure all leased Equipment/vehicles against **All Risks** on a **Comprehensive Motor /Commercial Policy Without Excess Or Restriction**, at all times for the full duration of the lease terms, for an amount equal to its **Full Replacement Value**; with such **Comprehensive Motor /Commercial Policy** including cover against fire, damage, theft and accident
- 24) Bidders shall insure leased Equipment/vehicles with **Reputable Insurer(S)** approved by the **Procuring Entity and or the User Entity** and shall provide proof, to the satisfaction of the **Procuring Entity and or the User Entity** prior to delivery of leased Equipment/vehicles, that adequate insurance has been obtained in accordance with the provisions of above clause 26
- 25) Bidders shall take all steps necessary to maintain the Insurance Policies in full force and effect and neither the **Procuring Entity or the User Entity nor** Bidders/Lessors shall do anything whereby such insurance policies may be voided or vitiated, in whole or in part.
- 26) The insurance policies on leased Equipment/vehicles shall form part of the lease contract(s) and shall include the **Procuring Entity and or the User Entity** interests as Lessee for the

duration of the lease term, and where appropriate or required by the Bidder/Lessors, the interest of the companies financing the leased Equipment/vehicles.

Insurance premiums and Excess

- 27) Bidders shall disclose, and indicate separately on the Lease Pricing Schedule, the basis, premiums, and costs of all insurance costs built into the leasing contracts, including the costs, if any, relating to Excess or Special Restrictions.
- 28) Bidders shall pay insurance premiums, excess and administrative costs relating to insurance of leased Equipment/vehicles, whether incurred directly or indirectly by Bidders and or their insurers, and shall provide proof that all excess, premiums and duties have been paid, and or furnish the **Procuring Entity and the User Entity** with copies of such Insurance Policies for all leased Equipment/vehicles.

Total Loss

- 29) In the event of the occurrence of a Total Loss of a Vehicle/equipment, the leasing of such Vehicle/equipment shall be deemed to be terminated on the date of such Total Loss. The lessor shall deliver an equivalent Replacement Vehicle for the remainder of the lease term commencing on the day following the day of occurrence of the Total Loss.

Notifications under insurance policies (including loss, damages or accidents)

The **Procuring Entity and or the User Entity** shall notify the Bidder/Lessor of any damage to, accident or theft involving any leased vehicle/equipment within periods specified in the Insurance Policies, including reporting any reportable incidents and accidents to the procuring entity as required by law and obtaining all relevant abstracts required by the Insurer.

PART F: IDENTIFICATION, MARKINGS, LICENSES AND INSPECTIONS

Vehicle Identification and Markings

- 30) Bidders agree that leased Equipment/vehicles shall bear markings and colors determined by the **Procuring Entity and the User Entity**, including “031” number plates, Civilian number plates for “Unmarked” cars, official Logos and Specific Colors chosen by **the User Entity**.
- 31) The **Procuring Entity and the User Entity** will acknowledge to Bidders that the markings and colors as indicated in clause 34 **shall not invalidate the legal ownership of leased Equipment/vehicles** by Bidders/ Lessors.

Licenses, Permits and Inspections

- 32) Permits, licenses and all legal requirements and inspections required by law, including approvals by relevant authorities shall be the responsibility of Bidders/ Lessors at their cost.
- 33) Bidders will be required to:

- a) Bear the cost of repairs to hardware and Equipment/vehicles during delivery, installation and testing of leased Equipment/vehicles and
- b) Bear the risk of loss with respect to Equipment/vehicles until delivery and/or installation is complete.
- c) Remove all packaging and shipping debris at no cost to the **Procuring Entity and the User Entity**.

34) The Local Purchase Order (LPO) or Local Service Order (LSO) number should be indicated by successful Bidder(s) and appear on all correspondences and invoices.

PART G: APPLICABLE TAXES AND LABOR LAWS

35) Bidders/ Lessor shall comply with all **applicable tax and labor laws**.

PART H: LEASE PRICING, FINANCING AND PAYMENTS

Lease Installments and Payments

- 36) Bidders accept that the **Procuring Entity and or the User Entity**'s liability to make periodic lease payments for each leased Vehicle/equipment shall accrue from the Commencement Date.
- 37) The **Procuring Entity and the User Entity** undertake to make periodic lease/rental payments due and payable:
- a. Quarterly in Arrears on each Payment Date.
 - b. **On the payment date** as set out in **Schedule D: Schedule of Lease Payments**, provided that the first payment date shall be a pro- rated amount of the lease/rental installments after adjusting for the unused portion during the quarter; which amount shall be payable at the end of the first quarter following the commencement date for each leased vehicle.
 - c. By Electronic Funds Transfer (EFT) direct into an approved account of, and in the name of, the Bidder, that shall be advised to the Government Representative in writing by at least TWO duly Authorized Officers of the Bidder holding the ranks of Chief Executive Officer, Chief Financial Officer, Company Secretary or equivalent.
- 38) Lease payments for any period less than a Calendar Quarter shall be calculated on a proportionate basis by reference to the actual number of days for which Periodic Lease payments are required to be paid.
- 39) Bidders accept that the payment of lease rentals in full do not waive, modify or cancel **Procuring Entity and or the User Entity**'s rights to recover monies due to, payable or reimbursable to it on termination of Lease Contracts for non-performance or and material breaches by Bidder of the lease contracts, upon which written notice shall be given at least 30 days in advance of such determination of material breach on non-performance.

Lease Financing Costs

- 40) Bidders undertake to ensure that periodic lease payments remain fixed over the duration of the lease period.
- 41) Bidders shall disclose separately in the Lease Pricing Schedules the interest rates or financing costs built into the leases as set out in the Lease Pricing Schedule.

Prompt Payments to Third Parties on Services Relating to Leased Equipment/Vehicles

- 42) Bidders undertake to make payments promptly when due and payable, to third-party suppliers, subcontractors and staff in respect of goods and services supplied to, and which are integral to, performance under the lease contracts the subject of this TENDER, including providers of finance and insurance

Acquisition of additional Equipment/vehicles under similar terms and conditions

- 43) The Procuring Entity and or the User Entity requires that if throughout the proposed leasing contract(s), the entities wish to lease additional Equipment/vehicles for any departments and locations within the country, then the Procuring Entity would be permitted to do so without having to negotiate new contracts and rewrite the Master Lease agreements.
- 44) The Bidder(s) agree that suitable additions and /or amendments to the Lease Schedules entered into pursuant to the proposed Lease contracts and agreement would suffice to obtain similar Equipment/vehicles (as specified under clause 47) under the same lease terms and conditions as in the master lease agreement.

Lease Term(s)

- 45) The **Procuring Entity and or the User Entity** reserves the right to determine the LEASE TERM(s), for any individual vehicle or in aggregate for a LOT, based on the responses and submissions received, subject to an initial Primary Lease Term of 5 years as a minimum.

Extensions of Lease Term(s)

- 46) The **Procuring Entity and or the User Entity** reserves the right, and Bidders agree, to add additional Equipment/vehicles during the term of lease agreements, and upon expiry of lease terms, to exercise the option to extend the lease agreements for a maximum period of two (2) years in one (1) year increments of lease terms; and will advise Bidder in writing of their intentions not less than 30 days to the expiry of the Lease terms.
- 47) Bidders must state agreement to offer the option of extending lease contracts upon the same terms and conditions as the Master Lease for a maximum period of three (2) years in one (1) year increments of lease terms.
- 48) Prices for vehicles must remain valid and in effect for the Standard Primary Lease Term which shall be 5 years, and or the usage **of a minimum of 125,000 kilometers and a maximum of 160,000 kilometers cumulatively per lot, whichever comes first**, or such other period and Mileage as may be specified in the Master Lease Agreement.
- 49) Prices for construction equipment must remain valid and in effect for the Standard Primary Lease Term which shall be 5 years, and or the usage **of a minimum of 7,500 hours and a maximum of 10,000 hours cumulatively per lot, whichever comes first**, or such other period and Mileage as may be specified in the Master Lease Agreement.

Price Increases during Lease Term

- 50) The **Procuring Entity and or the User Entity** will not expect or permit price increases for the vehicle/equipment Lease contracts executed under this tender over the Primary Lease Periods, or subsequent vehicle lease orders appended to the lease schedules under the Master Lease during the

initial Primary Lease Periods, provided the **Procuring Entity and or the User Entity** order the equivalent vehicle configuration(s) under the same terms and conditions quoted during this tender.

- 51) The **Procuring Entity and or the User Entity** would like to take advantage of, and encourages Bidders to offer to it, vehicle dealers/Vendors/Lessor promotions, price decreases, rebates or new technologies and advantages available during the term of the initial Primary Lease Term. Bidders should detail their companies' or Group's strategy related to future pricing; new and enhanced Equipment/vehicles, Equipment/vehicles and components; or new technologies.

Freight Charges and Delivery Destination Charges

- 52) No awards will be made to Bidders quoting extra charges for freight, delivery and destination charges, including adjustments for fluctuations in foreign exchange and or interest rates, unless these arise and relate to events covered under Force Majeure clauses.

Contract Awards on A Per Lot Or Item(s) Basis

- 53) The Lease Contracts may be awarded on a Per Item(s) Basis, within each LOT or LOTS, or per LOT on the balance that meets in the best and most optimal way, the **Procuring Entity and or the User Entity** cost, evaluation criteria and announced policy goals.
- 54) The determination of awards on a PER LOT and or PER ITEM(S) basis will be determined by the **Procuring Entity and or the User Entity** in its absolute sole discretion, and all Bidders agree to the award(s) on this basis.

Multiple Shipments and Delivery Schedules within 6 Months

- 55) The **Procuring Entity and or the User Entity** expects to order, and Bidders agree to deliver, complete Lots, or Parts thereof, for multiple shipments and deliveries over the length of the proposed lease contracts, starting with an initial Schedule of Delivery of Leased Equipment/vehicles that will be agreed for delivery over a period not exceeding 4 months after the date of first contract award and or date of first delivery under the lease contracts, whichever is later.

Computation and disclosure of Lease Costs and Pricing per Kilometers for vehicles

- 56) Bidders undertake to schedule and disclose, as prescribed in the Lease pricing schedule, all elements of the lease service bundles costed in Kenya shillings as well as an indication of the cost per kilometer based on the **Standard Lease Mileage of 25,000km per year, over 5 years, for a total of 125,000km or a maximum of 160,000 km cumulatively per lot**. Bidders undertake to carry out an accurately and diligently the computation of the applicable cost per kilometer side by side with the other leasing cost elements disclosed in the lease pricing schedule.
- 57) Bidder/Lessor agrees, for purposes of mileage calculation, usage determination, and determination of Excess Kilometers, where applicable, to use the total mileage of the entire leased fleet awarded to the Successful bidder(s), that is on the portfolio basis by vehicle type/model or in aggregate; and or to average mileage over the total number of Equipment/vehicles in the leased fleet on an annual basis, or any sub- group thereof by type, area or Approved Users.

Computation and disclosure of Lease Costs and Pricing per hour for equipment

- 58) Bidders undertake to schedule and disclose, as prescribed in the Lease pricing schedule, all elements of the lease service bundles costed in Kenya shillings as well as an indication of the cost per kilometer based on the ***Standard Lease hourly rating of 1,500 hours per year, over 5years, 2,000 hours and a maximum of unit hours multiplied by the lot size cumulatively per lot.*** Bidders undertake to carry out an accurately and diligently the computation of the applicable cost per hour side by side with the other leasing cost elements disclosed in the lease pricing schedule.
- 59) Bidder/Lessor agrees, for purposes of mileage calculation, usage determination, and determination of Excess hours where applicable, to use the total mileage of the entire leased fleet awarded to the Successful bidder(s), that is on the portfolio basis by equipment type/model or in aggregate; and or to average hours over the total number of Equipment/s in the leased fleet on an annual basis, or any sub- group thereof by type, area or Approved Users.

PART I: SERVICE, REPAIRS AND MAINTENANCE

- 60) Bidders undertake to repair promptly Leased Equipment/vehicles by the approved Manufacturers/ Dealers/ Appointed Service Agents agreed under the leasing contracts at the service OPTIONS.
- 61) Bidders shall provide all required Manuals (Owners and operating) necessary to operating leased Equipment/vehicles and Equipment/vehicles
- 62) Bidders shall provide at their own cost, at the request of Procuring Entity/ User Entity/Approved Users appropriate training including driver training, user training and remedial training, where required to ensure optimal and effective use, cares and services of leased Equipment/vehicles /Equipment/vehicles
- 63) Bidders shall keep full, complete and accurate records of maintenance and service of leased Equipment/vehicles and Equipment/vehicles; and such records and reports derived thereon, which collectively shall form a Full Service History; shall be submitted quarterly and on request to the Government Representative for monitoring.
- 64) The Procuring Entity/ User Entity may in consultation with the Bidder carry out unscheduled maintenance and out of schedule repairs of the leased Equipment/vehicles
- 65) Bidders **shall offer, and disclose separately and in sufficient detail in the lease pricing schedule,** the charges or pricing for servicing, maintenance and repairs of leased Equipment/vehicles, for consideration by the Procuring Entity/ User Entity which retains the right to select the service OPTIONs.

Scheduled Maintenance and Service and Pricing (to be built into the lease)

- a. Scheduled Maintenance and Service per Manufacturers recommendations (based on attaining mileage / hourly usage milestones) and the Pricing.
- b. The Standard Menu of recommended service, and parts and labor built into the lease

- c. Vehicle/equipment Warranties available
- d. Agreement to utilize to the maximum all vehicle/equipment Warranties provided by the manufacturer and all free/discounted service options available
- e. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle/equipment Warranties/ Cover including warranties for defects.

Unscheduled Maintenance (On-Demand service, including Safari Service) to be built in the lease

- f. Unscheduled Maintenance carried out upon the requests of approved Users and or eligible users
- g. Bidders should specify basis of pricing unscheduled maintenance (service, parts and labor), and whether charged at standard prices, discounted pricing, or special discounts based on (for example) volume basis, or discount ratio (Leased vehicle/equipment Bases Price to Government / Retail or Rack Rate)
- h. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle/equipment Warranties/ Cover including warranties for defects.

Out-Of Schedule Repairs (Minor to major Repairs and restoration works) to be built in the lease

- i. Bidders undertake to carry out Out-Of Schedule Repairs (Minor to Major Repairs including Accident Repairs) as required or necessary; and to conduct other minor to major works carried out upon the requests of Procuring Entity/ User Entity/Approved Users to restore Leased Equipment/vehicles to optimum operating conditions;
- j. Bidders should specify the basis of pricing out of scheduled maintenance (Minor to Major Repairs including Accident Repairs) specifying Repair And Maintenance Fees Calculations that will be the basis of charging service, parts and labor; including at standard, discounted or special pricing based on (for example) volume, or discount ratios (Leased vehicle Base Price to Government / Rack Rate);
- k. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle/equipment Warranties/ Cover including warranties for defects.

Repair and Maintenance Facilities (Service Locations)

- 66) Bidder shall provide details in respect of service, repairs and maintenance of leased Equipment/vehicles:
 - a) Facilities and workshops, indicating whether owned directly, indirectly or through Associates and Affiliates (within the meaning of the Companies Act Cap 486); shared with third parties; or subcontracted to third parties, agents and independent entities;
 - b) Locations of facilities/workshops, giving full name(s), addresses, locations and details of designated contacts;

- c) key Service and maintenance managers, supervisors and service personnel giving brief statements of qualifications and training;
- d) vehicle/equipment service and maintenance capacity and throughput (for example number of Equipment/vehicles that can be serviced per day/week, average service turnaround time, parts and spares inventory levels);
- e) Equipment/Vehicle service and maintenance capabilities, including diagnostics computers and Equipment/vehicles, body shop, paint shop
- f) Bidders should indicate ability and willingness to provide dedicated service and maintenance facilities, personnel, Equipment/vehicles, spares and parts inventory given the anticipated scale of the services and maintenance requirements under the proposed vehicle leasing contracts, if required, and likely investment requirements.

Standard of Service and Maintenance Performance

- 67) Bidders undertake that all service, maintenance and repair work carried under the leasing contracts at their premises, by their agents and servants, or under their orders or control by appointed agents and authorized third parties, shall be of the highest standard of workmanship and professionalism .

Rights of inspections

- 68) The Procuring Entity/ User Entity or its Authorized Agent(s), including the Government Representative and Approved Users, reserves the right to inspect Bidder's premises, including service and maintenance facilities, at any time.
- 69) Bidder shall permit the Procuring Entity/ User Entity, its Authorized Agent(s), the Government Representative and/or Approved Users to inspect any and all work actually carried out by the Bidder and shall not in any way prevent and / or obstruct the aforesaid from doing so.
- 70) Procuring Entity/ User Entity will notify the Bidder in advance of any unscheduled maintenance work that may be needed on any of the leased Equipment/vehicles
- 71) All complaints on leased Equipment/vehicles shall be raised in writing with the Bidder within 3 days of the leased Equipment/vehicles leaving Bidders service premises. Bidders shall make reasonable efforts to address the complaints.
- 72) Bidders shall notify Procuring Entity/ User Entity promptly of cases where complaints arise from, or can be reasonably traced to, misuse, abuse and or neglect of the leased Equipment/vehicles by User Entity/ Approved Users or eligible users assigned to operate the leased Equipment/vehicles.

Compliance with Regulations:

- 73) Bidders shall ensure that no work is carried out in any way contrary to any Government or Environmental Regulations, including modifications of Equipment/vehicles that contradict the same.
- 74) Bidders undertakes to ensure adherence to all relevant licensing, labor and environmental regulations in its service premises.

Service and Maintenance under Exceptional Circumstances

- 75) In exceptional or emergency cases Bidder shall authorize the Procuring Entity/ User Entity or Eligible Users duly authorized to operate and manage the vehicle at the time of occurrence of the exceptional circumstances, to undertake repairs or maintenance of the leased Equipment/vehicles and to indemnify the Procuring Entity/ User Entity for any liability that may arise or occur.
- 76) Except as provided under the Exceptional Circumstances Clause (above), or with the express written approval of the Bidder, the Procuring Entity/ User Entity shall indemnify the Bidder of all liability that may arise from repairs or maintenance carried out by the Procuring Entity/ User Entity, Approved Users or Eligible Users.

PART J: FLEET MANAGEMENT

- 77) Fleet management services shall be the responsibility of the Procuring Entity/User entity, but the relevant information shall be availed to the Bidder/Lessor. The fleet management services shall include: as a minimum, Equipment/vehicles, tools, gadgets and systems, including fleet management information systems, for measuring, monitoring, controlling and/or reporting the following:
- a) Driver identification
 - b) Driving characteristics (logging, monitoring, controlling and reporting eg harsh braking, excessive acceleration, etc)
 - c) Equipment/vehicles location by geographic location, including options for features like “geo- fencing” by location, time and authorized working hours
 - d) Equipment/vehicles Usage, mileage, time and fuel measurement(s)

PART K: DEFAULT AND TERMINATION

- 78) Bidders should indicate, and include in their TENDER responses, the proposed provision that may apply or cover the standard clauses and provision indicated below from the general terms of contracting.
- a) Force Majeure

- b) Breaches by the Bidders/Lessors
- c) Breaches by the Government or Procuring Entity
- d) Other Consequences of Termination
- e) Lease contract Termination
- f) Disputes and resolution

PART L: MISCELLANEOUS

Confidential Information

- 80) Bidders, and the Procurement Entity/User Entity, including Approved Users and Eligible Users, undertake to keep confidential all information about the leased Equipment/vehicles and other information which by its nature is confidential and which comes into either party's possession.
- 79) Bidders and the Procurement Entity/User Entity undertake not to disclose confidential information about each other or information about the leased Equipment/vehicles and leasing contracts without the consent of the other unless that information becomes publicly available; disclosure is required by law; or disclosure is permitted by either party to entities or parties participating in the leasing contracts with the provision that the third party also undertakes to comply fully with this confidentiality clauses.

Terms and Conditions of the TENDER to Form Part of Vehicle Leasing Contract

- 80) Bidders are deemed to accept all terms and conditions of this TENDER which shall be incorporated into the Bidder's proposal submission. It is the Procuring Entity/User Entity intention that the Terms and Conditions stated in this TENDER and the successful Bidder's response to this TENDER will form the contract between Procuring Entity/User Entity and the successful bidder(s)
- 81) Bidders must indicate in their proposals, all material or significant changes, additions or modifications to the terms and conditions in this TENDER and highlight these in a prominent manner, font and/ special presentation (for example by using a different color) that will draw attention of the Procuring Entity.
- 82) Any conflict in the wording of the Bidder's Proposal submission and the wording of the terms and conditions of this TENDER shall be resolved in favor of the Procuring Entity and shall be deemed to be incorporated into the Bidder's Proposal submission.

Bidders' duty and responsibility on accuracy and completeness

- 83) While the Procuring Entity/User Entity has used considerable efforts to ensure an accurate representation of information in this TENDER document, the information contained herein is

contained solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Procuring Entity/User Entity, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve Bidders from forming their own opinions and conclusions in respect to the matters addressed in this TENDER document.

Responsibility for Greening of the Government Leased Equipment/vehicles Fleet

84) Bidders should have regard to, and make provisions for, reducing the environmental impact of the Leased Equipment/vehicles Fleet; including ‘Greening’ the Fleet consistent with the global environmental trends and including specific measures in the lifecycle of leasing Equipment/vehicles in mitigating the adverse impacts of climate changes.

Bidders Responsibility for Developing Industry Partnerships and Skills Transfer

85) Bidders should actively seek and work with **Youth, Women, Disadvantaged Persons and Local Partners** to encourage local content, skills transfer and capacity building at all stages in the lifecycle of leasing including the acquisition, assembly, servicing, financing, insurance and management of the fleet, and present specific measures and or provisions in their Bid that takes these specific requirement into account.

Bidders Disclosure(s) of Local Content and forward and backward linkages

86) Bidders shall disclose, in sufficient detail to enable the Procuring Entity/User Entity to ascertain a broad local content percentage, the items, parts, spares, and goods and services that shall be sourced locally (as a percentage of the overall leasing cost bundle) so as to create strong backward and forward linkages between the Equipment/vehicles, leasing and manufacturing sectors and local enterprises including SMEs. These shall include disclosures on the use of locally available labor (**including a minimum of 30% on Youth, Women and Disadvantaged Persons**) services and goods; use of local textiles and furniture enterprises (for example in upholstery, cushions and seats); and extent and use of local Equipment/vehicles Assembly Plants. The Procuring Entity explicitly seeks to promote, through Leasing, increased participation of domestic industry in driving growth, creating jobs and diversifying the country’s exports Increased participation of domestic enterprises, and greater local content, will form part of the evaluation criteria and will assist the Procuring Entity/User Entity to extend and widen leasing to other public entities.

Schedule A1: Equipment/Vehicles lease Pricing Schedule

Equipment /Vehicles /LOT No...						
Leasing Payments Schedule (All Amounts in KSh.)						
Basis of Lease payments		Primary Lease period Year)				Se co nd
Equipment /vehicles Retail Price						

(Vehicle Godisclosure vernment) Price (disclosure)						
LEASED	1	2	3	4	5	6
vehicles Price						
Body/ Assembly						
Fittings / Special						
EquipmentProcuring entity/vehicles/motor cycles Special vehicles (On request)						
vehicles Acquisition Cost KSh.						
LESS:						
Residual Value :KSh. Amount						
Residual Value: %						
VEHICLES LEASING COST						
BASE						
Insurance (comprehensive)						
Indicate % Premium Rate						
vehicles Financing Cost						
indicate % interest rate p.a.						
Is rate fixed / variable over term?						
MAINTENANCE / SERVICE COSTS						
Scheduled Maintenance						
Tyres and Tubes						
Batteries						
LEASE COSTING						
Periodic Lease Installments:						
Monthly:						
Quarterly:						
Please provide Quote on added services/costs (the extent applicable, or estimates)						
Maintenance / Service Options						
Unscheduled (included)						
Repairs Minor to Major (engine knock)						
EXCESS MILEAGE Charge per km or hourly rate (cumulative per lot –mandatory)						
TOTAL LEASE COSTING						

Schedule A2: Equipment lease Pricing Schedule

								Equipment LOT No.....		
								Leasing Payments Schedule (All Amounts in KSh.)		
Basis of Lease payments								secondary lease period		
<i>/vehicles Retail Price (disclosure)</i>										
<i>Vehicle Government Price (disclosure)</i>										
LEASED EQUIPMENT COSTING				1	2	3	4	5	6	7
vehicles Price										
Body/ Assembly										
Fittings / Special Equipment										
<i>Procuring entity Special equipment (On request)</i>										
Equipment Acquisition Cost KSh.										
LESS:										
Residual Value :KSh. Amount										
Residual Value: %										
Equipment LEASING COST										
Insurance (comprehensive)										
Indicate % Premium Rate										
Equipment Financing Cost										
indicate % interest rate p.a.										
Is rate fixed / variable over term?										
MAINTENANCE / SERVICE COSTS										
Scheduled Maintenance										
Tyres and Tubes										
Batteries										
LEASE COSTING										
Periodic Lease Installments:										
Monthly:										
Quarterly:										
				Please provide Quote on added services/costs (the extent applicable, or estimates)						
Maintenance / Service Options										
Unscheduled (included)/ground engaging equipment										
Repairs Minor to Major (engine knock)										
EXCESS HOURLY Charge rate (cumulative per lot – mandatory)										
TOTAL LEASE COSTING										

Schedule B: Equipment/vehicles Lease Schedule

Equipment/vehicles Leasing Schedule
--

ADDENDUM TO MASTER OPERATING LEASE AGREEMENT

Ref:

Leasing Agreement between

Lessor/ Bidder			
Service / Maintenance Agreement			
Registration Number			
VAT Number		PIN Number	
Postal Address			
Physical Address			

And

Procuring Entity/ User Entity			
Service / Maintenance Agreement			
Registration Number			
VAT Number		Pin Number	
Postal Address			
Physical Address			

WHEREAS

1. The Bidder/ Lessor and the [Procuring Entity] as Lessee are parties to a MASTER OPERATING LEASE AGREEMENT Number -----**date-----which in** conjunction with this **Equipment/vehicles Leasing Schedule/Addendum** constitute an Agreement whereby the Bidder/ Lessor agrees to let and the Lessee agrees to lease the Equipment/vehicles as detailed here under, subject to the terms and conditions of the Master Operating Lease Agreement and this Addendum.
2. Terms in this Schedule are as defined in the Master Operating Lease Agreement and have the same meaning when used in this Addendum.

3. The Lessee elects to lease Equipment/vehicles (s) pursuant to the terms of an Operating Lease.

4. Leased Equipment/vehicles Description:

Manufacturer			
Make		Model	
Model Year		Registration No.	
Description			
Engine No.		Chassis No.	

5. Lease Rental payments / Payable:

Monthly		KSh.
Quarterly		KSh.
Annual		KSh.
Payable Quarterly		
Number of rentals:		Effective Date:
First Rental due on:		Termination Date:

IN WITNESS whereof [the Lease Schedule/ Agreement] has been duly executed by the [Bidder/ Lessor] and [Procuring Entity] As of [Date]

The Common Seal of [Bidder/Lessor] was affixed in the presence of:

.....
 Chief Executive / Authorized Official Date

.....
 Finance Director / Authorized Official Date

.....
 Company Secretary / Authorized Official Date

Schedule C1: Schedule of vehicle Lease Payments

Leasing of vehicles				
Leasing Payments Schedule				
All Amounts in KSh.				
Payment Number	Payment Date Month/ Quarter	Lease Payment Amount	Other Payment	Total Amount
1				
2				
3				
4				
Total Year 1				
5				
6				
7				
8				
Total Year 2				
9				
10				
11				
12				
Total Year 3				
13				
14				
15				
16				
Total Year 4				
17				
18				
19				
20				
Total Year 5				
Total Lease Payments				

Schedule C2: Schedule of Equipment Lease Payments

Leasing of Equipment				
Leasing Payments Schedule				
All Amounts in KSh.				
Payment Number	Payment Date Month/ Quarter	Lease Payment Amount	Other Payment	Total Amount
1				
2				
3				
4				
Total Year 1				
5				
6				
7				
8				
Total Year 2				
9				
10				
11				
12				
Total Year 3				
13				
14				
15				
16				
Total Year 4				
17				
18				
19				
20				
Total Year 5				
Total Lease Payments				

Schedule D: Schedule of Equipment/vehicles Deliveries

The Procuring Entity will negotiate with Bidder(s) on agreed EQUIPMENT/VEHICLES DELIVERY SCHEDULES.

Bidder(s) should indicate **PROVISIONAL EQUIPMENT/VEHICLES DELIVERY SCHEDULES AND TIMELINES** based on:

- 1) Existing *Equipment/vehicles Delivery Lead Times*,
- 2) Lead times no later than 3 months from the date of signing of the Master lease agreement(s);
- 3) Equipment/vehicles Deliveries expected ex stock;

Schedule E: Leased Equipment/vehicles Service Level Agreements (SLAs)

Bidder(s) agree to enter into **SERVICE LEVEL AGREEMENT(s) (SLAs)** with Procuring Entity/User Entity covering essential aspects of the Lease, particularly maintenance and services that maximize service and utilization; minimize costs and downtime; and maximize availability of leased Equipment/vehicles.

Schedule

Bidders should

F: Schedule of Service, Repairs and Maintenance

indicate below the ***DETAILED SCHEDULES OF SERVICE AND MAINTENANCE*** included in the **Lease Pricing Schedule** as set out in the pricing schedule.

Schedule

Bidders should

G: Manufacturer's Warranty Schedule

INDICATE and ATTACH the *Manufacturer's Warranty Schedule* for EACH EQUIPMENT/VEHICLES TYPE/MAKE /MODEL tendered for.

Schedule

Bidders should

H: Accident Report/ Repair Form

indicate and attach the following:

- 1) *Standard Accident Reporting Form(s)*;
- 2) *Accident Handling and Processing Procedures* (if different; and
- 3) *Proposed Accident Reporting and Claims Mechanisms*, subject to the right of the Procuring Entity/ User Entity to negotiate and standardize *Accident Reporting and Claims Procedures* derived from best practices proposed by Bidders.

Schedule I: Vehicle/Equipment Serviceable Conditions

SERVICEABLE CONDITIONS

Inspection: The Chief Mechanical and Transport Engineer (National Government) or his representative may on request by the Procuring Entity/User Entity inspect Equipment/vehicles in the presence of the Lessor or the Lessor's representative to establish the condition of the Equipment/vehicles (s) in accordance with the Lease agreements and provisions. The inspection will establish the following conditions of the leased vehicle:

- 1) **Serviceable Conditions:** The expression "in good condition" and in "working order, "fair wear and tear exempted" means that the Equipment/vehicles have been maintained as required, by the Service Provider and comply with agreed minimum standards.
- 2) **Tyres** of the same type and size as those fitted on the Equipment/vehicle (s) when new with tread depth/ wear of not exceeding 75% and free of serious cuts or impact damage.
- 3) **Engine** in good working order, operating efficiently, and maintained in accordance with the manufacturer's recommendations and without obvious damage, cracks, leaks or unauthorized tampering.
- 4) **Gearbox and Axles** operating efficiently.
- 5) **Clutch** (where fitted) in good working order.
- 6) **Brake** drums, shoes, disk or pads not in need of immediate replacing and hydraulic system be free of leaks.
- 7) **Suspension**, springs and damping components not showing signs of undue fatigue/ leakage.
- 8) **Steering** gears in good and efficient working order with kingpins, joints and bearings free of abnormal play and power assisted steering pumps fully operational and free of leaks.
- 9) **Bodywork**, bulkhead and loading space clean, free of dents and scratches with no visible failure of color matching where repairs have been made, logos or brand work removed
- 10) **Interior**, upholstery, trim and carpets free of stains, burns or tears.

Electrical lighting, instruments (including radio) and associated Equipment/vehicles and electrical fittings/ accessories in good working order with the battery capable of holding its charge and free from damage or leaks.

BIDDER/ LESSOR SIGNATURES

.....
Authorized Official Date

.....
Authorized Official Date

PROCURING ENTITY/USER ENTITY

SIGNED FOR AND ON BEHALF OF NAROK COUNTY GOVERNMENT BY

.....
AUTHORIZED OFFICIAL Date

.....
AUTHORIZED OFFICIAL Date

TENDER NO.NCG/LEASE/VEHICLE/089/2020-202:

SUPPLY MICROBUS, DIESEL

SECTION VI - SCHEDULE OF REQUIREMENTS

LOTS/S.NO	ITEM DESCRIPTION	QUANTITY
LOT 1	Heavy duty pickup single cab 4	4
LOT 2	Medium Duty pick up -1900-2400cc	20
LOT 3	Pick up Single cab 4x4 1.0-1.5 tone -2000-2500ccDiesel	2
LOT 4	Medium duty Utility vehicle-4x4 seven seater-2200-2500cc-Diesel	2
LOT 5	Saloon car, AT/CVT, Large, 1701-1800cc petrol	2
LOT 6	High sided Truck with super structure 6x4 24-26tone	1
LOT 7	Micro bus-30-35 passenger -dieasel	1
LOT 8	Micro bus 58-62 seater -Diesel	1
TOTAL		33

LOT.1 HEAVY DUTY PICK-UP SINGLE CAB, 4x4, 4,000 - 4,200cc DIESEL WITH REAR SUPERSTRUCTURE AND CANVAS

SPECIFICATION NO.	
TENDERER'S NAME:	NO:
TENDER NO: NCG/LEASE/VEHICLE/089/2020-2021	ITEM NO:
1	EST. QTY: 4
DESCRIPTION: HEAVY DUTY PICK-UP SINGLE CAB, 4x4, 4,000 - 4,200cc DIESEL WITH REAR SUPERSTRUCTURE AND CANVAS	

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIRED	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
Manufacturer's literature, authorization and specifications to be attached when tendering.	Yes (Mandatory)	

1. GENERAL

a) A standard production, 4x4, heavy duty pick-up vehicle designed for operating in extreme off-road conditions of uneven ground, rocks, dust, heat, mud and high floods. To be used for security personnel and equipment transportation during operational duties.	Yes	
b) Location of intended use is arid and semi-arid areas of Kenya, operating in the furthestmost posts of the country where road network is poor and sometimes almost non-existent, and fuel stations are few and far	Yes	
c) Supplied new.	Yes	

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length	5,000-5,200 mm	
b) Overall width	1,700-2,000mm	
c) Overall height	1,600-1,900mm	
d) Wheelbase, approx.	2,900-3,100mm	
e) Max. G.V.W, min.	3,100Kg	
f) Kerb weight, approx.	2,100Kg	

SPECIFICATION	REQUIRED	TENDERER'S
g) Payload, min.	1,000 Kg	
h) Ground Clearance, min.	220m	
i) Approach angle, min	35°	
j) Departure angle, min.	27°	
k) Wading depth, min.	700mm	

3 ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine to be a basic, direct injection, diesel fuel, water cooled, with little electronic management systems.	Yes	
e) Piston displacement	4,000- 4,200cc	
f) Number of cylinders, min.	4	
g) Maximum power output / rpm, min.	95 KW	
h) Maximum torque developed/rpm, min.	280Nm	
i) Average fuel consumption (combined urban and highway)	Specify	
j) Fuel tank capacity total, min.	120 Lt	

4. CLUTCH AND TRANSMISSION

Manual, synchromesh gearbox	Yes	
Hydraulic, clutch actuation	Yes	
Drive configuration	4x4	
Total speeds, min	5F/1R	
Drive configuration to be 4x4, with a switch for engaging four-wheel drive	Yes (Mandatory)	
With Limited Slip Differential technology/differential lock	Yes	

5. BRAKES AND TYRES

Assisted hydraulic brakes	Yes	
b) Drum or disc brake	specify front specify rear	

SPECIFICATION	REQUIRED	TENDERER'S
Mechanical parking brake, to act on transmission or rear wheels	Yes, specify	
Locally available, All Terrain tubeless tyres and rims which can endure any off-road conditions in the country	Yes (Mandatory)	
Optimum Tire size	Specify	

6. SUSPENSION AND STEERING & BODY

Front and rear suspension, with telescopic dampers.	specify front rear	
Power assisted steering	Yes (Mandatory)	
Roomy cab to seat 3 adults comfortably, driver's seat adjustable and safety belts provided for all seats.	Yes	
Robust body with secure lower hinged tailgate.	Yes	
Fitted with air conditioning	Yes (Mandatory)	

7. REAR PICK-UP CONSTRUCTION & EQUIPMENT/ACCESSORIES

a)	Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5", class B powder coated and a tying system for the canvas (minimum 450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.	Yes	
b)	Bed liner- overall rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	
c)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes	
d)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes	
f)	Powder coated Steel Rear bar with jacking point	Yes	
c)	High raise jack 48" mounted inside driver cabin and jacking points	Yes	

SPECIFICATION		REQUIRED	TENDERER'S
p)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification.	Yes	
d)	Front and rear light guard	Yes	
r)	All fitments and accessories to have full uniformity in all vehicles without any variations in design, shape, size, type installation or colour.	Yes	
s)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work also to be provided when tendering	Yes (Mandatory)	

8. BODY AND FINISH

	All exterior body panels made non-corrosive, and all external steel fitting to be galvanised or painted.	Yes	
	Anti-rust compound applied to underbody for seaside operation.	Yes	
	Body finish with branding, high gloss colour (to be specified by user)	Yes	

9. EQUIPMENT

	FM Radio and CD player fitted.	Yes	
	Spare wheel supplied.	Yes	
	Manufacturer's standard tools, supplied.	Yes	

10. WARRANTY

	Specimen of vehicle warranty to be submitted when tendering.	Yes	
	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	
	Vehicle warranty min., 100,000 Km or 12Months whichever occurs first.	specify	
	Driver's handbook and service schedule supplied.	1 per vehicle	

11. OTHER REQUIREMENT

	Vehicle to be registered by the registrar of Motor Vehicles.	Yes	
--	--	-----	--

SPECIFICATION		REQUIRED	TENDERER'S
	Vehicle will be inspected by the Chief Mechanical and Transport Engineer, prior to delivery to the user.	Yes (Mandatory)	
	Firms Status: (Franchise holder/Dealer/Agent)	Specify	
	Availability of spares.	Indicate motor vehicle dealers who stock spare parts.	
	Service network including workshop within 5 km of Narok town	Yes (Mandatory)	
Tenderer's Signature		Official Stamp	

LOT.2 MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2400 cc DIESEL

SPECIFICATION NO.	
TENDERER'S NAME:	
TENDER NO: NCG/LEASE/VEHICLES/089/2020-2021	ITEM NO: 2
EST. QTY: 20	
DESCRIPTION: MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2400 cc DIESEL	
TENDERER'S SPECIFICATION Column to be completed by ALL	

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	

SPECIFICATION	REQUIREMENT	TENDER'
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes (Mandatory)	
Evaluation team will perform due diligence to ascertain the authenticity of information in attached literature. Any amendment on the literature from the standard manufacturer's literature so as to suit tender requirements will lead to disqualification	Yes	

1. GENERAL

a) A Standard production, 4x4, double cab pick up vehicle designed for operating on both "on and off" road conditions. Suitable for security operations to transport personnel and equipment.	Yes	
b) Location of intended use is out-posts in rural areas of the country, which have poor road network, semi-arid areas of the country where conditions can get muddy with some flooding.	Yes	
c) Supplied new.	Yes	

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length	5,000 – 5,300mm	
b) Overall width	1,800 – 2,000mm	
c) Overall height	1,750- 2,000mm	
d) Wheelbase	2,900- 3200mm	
e) Ground Clearance, min.	220 mm	
f) Wading depth, min	600 mm	
g) Max. G.V.W, min.	2,750Kg	
h) Kerb weight, max.	2,000Kg	
i) Max, payload, min	950Kg	

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	

SPECIFICATION		REQUIREMENT	TENDER
d)	Engine to be common rail diesel technology, with turbocharger	Yes (Mandatory)	
e)	Piston displacement.	2001 - 2500cc	
f)	Number of cylinders.	4	
g)	Minimum power output / rpm, min.	100 Kw	
h)	Minimum torque developed /rpm, min.	400 Nm	
i)	Fuel consumption (average)	specify	
j)	Fuel tank capacity, min.	80 Lt	
k)	Average fuel consumption (Combined urban and highway)	Specify	

4. TRANSMISSION SYSTEM

a)	Manual transmission, all synchromesh gearbox	Yes (Mandatory)	
b)	Clutch, dry single plate, diaphragm type	Yes	
c)	Hydraulic, clutch actuation	Yes	
d)	Speed, min	5F/1R	
e)	Drive configuration to be 4x4, with a switch for engaging four wheel drive	Yes (Mandatory)	
f)	With Limited Slip Differential technology	Yes (Mandatory)	

5. BRAKES AND TYRES

a)	Assisted hydraulic brake with ABS system	Yes (Mandatory)	
b)	Drum or disc brake	specify front specify rear	
c)	Locally available, All Terrain tubeless tyres which can endure any off-road conditions in the country.	Yes (Mandatory)	
d)	Optimum tire size	Specify	

6. SUSPENSION, STEERING AND BODY

a)	Independent Front suspension, with telescopic dampers both front and rear	specify front rear	
b)	Power assisted steering	Yes	
c)	Roomy cab to seat 5 adults comfortably including driver, driver's seat adjustable in the first row.	Yes	

SPECIFICATION		REQUIREMENT	TENDER
d)	To have driver and front passenger airbags	Yes (Mandatory)	
e)	Fitted with air conditioning system	Yes (Mandatory)	
f)	To have power window winding mechanism for all doors.	Yes	
g)	Door reinforcement beams for side impact protection.	Yes (Mandatory)	
h)	To have side-steps for both front and rear passengers (can be standard or fitted later).	Yes	

7. REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES

a)	Bed liner – over rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	
b)	Powder coated Steel Rear bar with jacking point.	Yes	
c)	4MIL medium / clear safety - security film fitted on all windows	Yes	
d)	High raise jack 48” mounted inside driver cabin and jacking points.	Yes	
e)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification	Yes	
f)	Front and rear light guard	Yes	
g)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes	
h)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering	Yes (Mandatory)	

10. EQUIPMENT

a)	FM radio with MP3 player fitted	Yes	
b)	Spare wheel and external carrier fitted.	Yes	
c)	Manufacturer's standard tools, supplied.	Yes	

9. WARRANTY & MANUALS

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	
----	--	-----	--

SPECIFICATION		REQUIREMENT	TENDERER'
b)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	
c)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	
d)	Driver's handbook and service schedule supplied.	Yes	

**1
0. OTHER REQUIREMENT**

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Service network including workshop within 5 km of Narok town	Yes (Mandatory)	

Tenderer's Signature

Official Stamp

LOT 3- PICK-UP SINGLE CAB, 4X4, 1.0-1.5 TON, 2000-2500CC, DIESEL (5 PAGES)

SPECIFICATION NO.	SHEET OF
TENDERER'S NAME _____	NO: _____
TENDER NO: NCG/LEASE/VEHICLES/089/2020-2021 QTY: <u>2</u>	ITEM NO: <u>3</u>
DESCRIPTION: <u>PICK-UP SINGLE CAB, 4x4, 1.0-1.5 TON, 2000 - 2500cc, DIESEL</u>	

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
MANUFACTURER'S LITERATURE , AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes(Mandatory)	_____(Y/N)

GENERAL

:	A Standard production, 4x4, regular pick-up vehicle of latest design in robust construction in current production.	Yes, Yes, Yes	_____(Y/N)
	Supplied new.	Yes	_____(Y/N)
:		Yes	

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Designed to export specifications, capable of operating in tropical conditions.		_____(Y/N)
Most suitable for operating on both "on and off" road conditions.	Yes	_____(Y/N)
Most suitable for cargo transportation.	Yes	_____(Y/N)

DIMENSIONS, WEIGHTS AND PERFORMANCE

Overall length, approx.	5,218mm	_____ mm
Overall width, approx.	1,860mm	_____ mm
Overall height, approx.	1,790mm	_____ mm
Wheelbase, approx.	3,095mm	_____ mm
Max. G.V.W, approx.	2,850	_____ Kg
Kerb weight, approx.	1,820	_____ Kg
Turning radius, approx.	5,900mm	_____ mm

ENGINE

Make	-	_____
Model	-	_____
Country of origin	-	_____
Engine performance curves supplied.	Yes	_____(Y/N)
Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Piston displacement, range.	2,000 - 2,500cc	_____c _____c
Number of cylinders.	4/6	_____ No.
h) Maximum power output / rpm, min.	70Kw / 4,200rpm	_____ Kw rpm
i) Maximum torque developed /rpm, min.	190Nm / 2,500rpm	_____ Nm rpm
Engine aspiration, natural/turbocharged	Turbocharged	_____
Air filter, disposable/oil bath	specify	_____
Oil and fuel filter	Disposable	_____
Average fuel consumption (on full load) at a) Urban driving b) Steady 50Km/h c) Steady 80Km/h	specify	_____ k m/l _____ k m/l _____ k m/l
Fuel tank capacity, min.	80Lt	_____ Lt

CLUTCH AND TRANSMISSION

Clutch, dry single plate, diaphragm type	specify	_____
Hydraulic, clutch actuation	Yes	_____(Y/N)
Manual, synchromesh gearbox	Yes, Yes	_____(Y/N)
Total speeds, min	5F/1R	_____(Y/N)

BRAKES AND TYRES

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
Assisted hydraulic, dual brake system.	Yes	_____(Y/N)
b) Drum or disc brake	specify front specify rear	_____ _____
Mechanical parking brake, to act on transmission or rear wheels	Yes, specify	_____
Locally available dual purpose tires	Yes	_____(Y/N)
Optimum tire size	Specify	

SUSPENSION AND STEERING

Front and rear suspension, independent, with telescopic dampers.	specify front rear	_____ _____
Assisted steering	Yes	_____(Y/N)
Right Hand Drive steering.	Yes	_____(Y/N)

CAB/BODY

Roomy cab to seat 3 adults comfortably, drivers seat adjustable.	Yes	_____(Y/N)
Robust body with secure lower hinged tailgate, with suitable canvas cover and tying system.	Yes, mandatory	_____(Y/N)
Adjustable seats for three with safety (seat) belts provided conforming to KEBS 06-664: 1985 standard.	Yes, Yes, Yes	_____(Y/N)

BODY AND FINISH

	Yes	_____(Y/N)
--	-----	----------------

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
All exterior body panels made non-corrosive, and all external steel fitting to be galvanised or painted.		
Anti-rust compound applied to underbody for sea side operation.	Yes	_____(Y/N)
Body finish, high gloss colour (to be specified by user)	Yes	_____(Y/N)
To be fitted with heavy duty bull bars both front and rear	Yes, mandatory	_____(Y/N)
To be fitted with heavy duty side protectors, foot steps and cab protection/anti-roll bars	Yes, mandatory	_____(Y/N)
Front and rear light guard	Yes(Mandatory)	_____(Y/N)

ELECTRICAL SYSTEM AND INSTRUMENTS

System voltage, negative earth, with alternator charging	12V, Yes, Yes	_____
Battery capacity, approx.	1x12V, 70Ah	_____
Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	_____(Y/N)
Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc	Yes	_____(Y/N)

EQUIPMENT

Sunvisors supplied, 2 no.	Yes	_____(Y/N)
Rear view mirrors supplied 2no. external, 1no. internal	Yes	_____(Y/N)
FM., MW, SW. Radio /CD player fitted	Yes	(Y/N)
Spare wheel and external carrier fitted.	Yes	

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
		_____(Y/N)
Manufacturer's standard tools, supplied.	Yes mandatory	_____(Y/N)
High raise jack with jacking points and wheel brace. supplied.	Yes	_____(Y/N)

WARRANTY

Specimen of vehicle warranty to be submitted when tendering.	Yes	_____(Y/N)
Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____(Y/N)
Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	_____ Km _____ mths

MANUALS

All literature in English language	Yes	_____(Y/N)
Repair Manual, supplied.	1 per vehicle	_____
Parts catalogue supplied.	1 per vehicle	_____(Y/N)
Driver's handbook and service schedule supplied.	1 per vehicle	_____(Y/N)

OTHER REQUIREMENT

Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	_____(Y/N)
--	-----------------	------------

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
1 Vehicle to be inspected by the Chief Engineer - Mechanical prior to delivery to the user.	Yes (Mandatory)	_____(Y/N)
6 Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
6 Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
6 Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
7 Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____(Y/N)

Tenderer's Signature
rubber stamp

Company

Date

LOT.4 MEDIUM DUTY, UTILITY VEHICLE, 4x4, 7-SEATER, 2501 – 2800cc, DIESEL

SPECIFICATION NO.	
TENDER NO: NCG/LEASE/VEHICLES/089/2020-2021	ITEM NO:
4	QTY: 2
TENDERER'S NAME:	NO:
DESCRIPTION: MEDIUM DUTY, UTILITY VEHICLE, 4x4, 7-SEATER, 2501 – 2800cc, DIESEL	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature and specifications supplied.	Yes	

GENERAL

A standard production, 4x4 Diesel Utility vehicle Station wagon of latest design in the class, robust construction in current production.	Yes, Yes, Yes	
Supplied new.	Yes	
Designed to medium duty specifications, capable of operating in tropical conditions in extremes of mud and dust.	Yes, Yes	
Most suitable for operating on both "on and off" road conditions.	Yes	
Most suitable for personnel transportation.	Yes	

DIMENSIONS, WEIGHTS AND PERFORMANCE

Overall length.	4,800 mm	
Overall width.	2,100mm	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Overall height, min.	1,850 mm	
Wheelbase.	2,830 mm	
Ground clearance, min.	200 mm	
Max. G.V.W...	2,800 kg	
Kerb weight.	2,000kg	
Payload.	500 - 800 kg	
Max. gradient, min.	0.6	
Wading depth, min.	400mm	

ENGINE

Make	-	
Model	-	
Country of origin	-	
Engine performance curves supplied.	Yes	
Engine type Diesel, 4 Stroke.	Yes, Yes	
Engine cooling system, water.	Yes	
Piston displacement.	2501-2800cc (Mandatory)	
Number of cylinders.	SPECIFY	
Maximum power output, (Kw/ rpm), min..	120Kw/4000rpm	
Maximum torque developed, (NM/ rpm), min.	400NM/2000rpm	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERERS
Air filter, disposable/oil bath	specify	
Oil and fuel filter type.	disposable	
Average fuel consumption (on full load) at a) Urban driving, min.	specify	
b) Steady 50 Km/h, min.	specify	
c) Steady 80 Km/h, min.	specify	
Fuel tank capacity, min.	80 Lt	

CLUTCH AND TRANSMISSION

Manual / automatic transmission.	specify	
Hydraulic, clutch actuation.	Yes	
All synchromesh gearbox, with 2 speed reduction transfer gearbox.	Yes, Yes	
Transmission speeds	5 speed	
Permanent 4WD or with selector from 2WD to 4WD.	specify	
Differential lock provided.	Yes	
Freewheeling hubs fitted.	Yes	

BRAKES AND TYRES

Assisted hydraulic, dual brake system.	Yes, Yes	
Brakes, disc at front or all round.	specify front	
	Rear	
Mechanical Parking brake, to act on transmission or rear wheels	Yes specify	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Tyre locally manufactured.	Yes	
Optimum tyre size.	Specify size	

SUSPENSION AND STEERING

Independent Heavy duty front and rear suspension.	Yes	
Heavy duty leaf or coil springs with telescopic dampers.	specify front	
	rear	
Assisted steering.	Yes	
Right hand drive steering.	Yes	

STATION WAGON

4 No. side doors and rear side-swing door station wagon.	Yes	
To seat at least 7 adults including driver comfortably.	Yes (Mandatory)	
To be fitted with adequate winding/sliding windows for good ventilation and wide view.	Yes	

BODY AND FINISH

All exterior body panels made non-corrosive and all external steel fitting to be galvanized or painted.	Yes, Yes	
Anti-rust compound applied to underbody for sea side operation.	Yes specify compound	
Body finish, high gloss colour (to be specified by user)	Yes (Mandatory)	
Fitted with reclining and adjustable driver and passenger seats.	Yes	
Upholstery, reinforced PVC	Yes	

ELECTRICAL SYSTEM AND INSTRUMENTS

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
System voltage, negative earth, with alternator charging.	12V, Yes	
Battery capacity.	1x12V,70AH	
Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	
Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes, Yes, Yes	

EQUIPMENT

Heavy duty front fender fitted.	Yes	
Heavy duty hooks at rear and front.	Yes	
Sun visors supplied.	Yes	
Rear view mirrors, external 2 No. and inside 1 No. supplied.	Yes, Yes	
Spare wheel supplied.	Yes (Mandatory)	
Hydraulic jack and wheel brace supplied.	Yes, Yes	
Safety belts provided for all seats belts conforming to KEBS 06-664: 1985 standard.	Yes	
Extra heavy duty suspension - ie 4 and 2 double action shock absorbers at rear and front respectively.	front 2 rear 4	
4 speaker FM, AM, SW radio-cassette system with appropriate aerial, 40W output, min.	Specify	
Security alarm and immobilizer fitted.	Yes (Mandatory)	
Manufacturer's standard tool kit supplied.	1 per vehicle	
Any other extras supplied / fitted as standard	Yes	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S

OTHER ITEMS/EQUIPMENT

Extra fuel tank fitted.	specify Standard/Option	
Capacity, min.	specify	
Roof rack fitted.	specify Standard/Option Specify the rack size	
High raise jack and jacking points.	specify Standard/Option	
Extended front Kangaroo Bar.	specify Standard/Option	
Front and rear light guard.	specify Standard/Option	
Air conditioner.	Yes Mandatory	
Air bags	Yes Mandatory	

WARRANTY

Specimen of vehicle warranty to be submitted when tendering.	Yes	
Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	
Warranty duration min., 12 Months or 40,000 Km whichever occurs first.	specify	

MANUALS

All literature in the English language.	Yes	
Repair manuals/CD supplied.	Specify which available 1 per vehicle Mandatory	

ERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERERS
Parts catalogue/CD supplied.	Specify which available 1 per vehicle Mandatory	
Driver's handbook and service schedule supplied.	1 per vehicle Mandatory	

OTHER REQUIREMENT

Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes Mandatory	
Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	
Vehicle to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specification prior to delivery to the user.	Yes	
Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder.	Yes Specify whether agent/dealer	
Availability of spares.	Indicate motor vehicle dealers who stock spare parts.	
Service network including workshop within 5 km of Narok town	Yes (Mandatory)	
Firm to offer local training services for the drivers on daily maintenance checks and operation of the vehicle for a minimum of two days.	Yes Specify number of days.	

Tenderer's
Signature _____

Official
Stamp

LOT.5 SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY: 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	

1. GENERAL

a) A Standard production saloon car of latest design in current production.	Yes, Yes, Yes	
b) Supplied new, unused	Yes (Mandatory)	
c) Designed for export specifications, suitable for operating in tropical conditions	Yes, Yes	
d) Most suitable for both city and highway cruising on paved and unpaved (rough) roads.	Yes	
e) To be able to accommodate 3 adult passengers at rear and 1 at front comfortably.	Yes	

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length, approx.	4,800mm	
----------------------------	---------	--

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDER'S
b) Overall width, approx.	1,800mm	
c) Overall height, approx.	1,400mm	
d) Wheelbase, approx.	2,800mm	
e) Max G.V.W, approx.	2,100Kg	
f) Kerb weight, min.	1,500Kg	
g) Ground Clearance, min.	110mm	
h) Turning radius, approx.	5,700mm	

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine performance curves supplied.	Yes	
e) Engine Type	4 stroke petrol	
f) Engine cooling system	Water	
g) Piston displacement, within the range:-	1701-1800cc	
h) Number of cylinders	4	
i) Maximum power output (HP/rpm), min.	100Kw /5500rpm	
j) Maximum torque developed (NM/rpm, min.	160Nm /3300rpm	
k) Air filter, disposable /oil bath	specify	
l) Oil and fuel filter type	Disposable	

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
m) Average fuel consumption (on full load) at) a) Urban driving b) Steady 50Km/h c) Steady 100Km/h	specify	
n) Fuel tank capacity, approx.	60 Lt	

4. CLUTCH AND TRANSMISSION

a) Transmission manual/automatic	specify	
b) Transmission speeds, min	5F/1R	

5. BRAKES AND TYRES

a) Brakes, hydraulic actuation assisted	Yes, Yes	
b) Brakes, disc at front or all round	Yes	
c) Mechanical parking brake	Yes	
d) Locally available tyres	Yes	
e) Optimum tyre size	Specify	

6. SUSPENSION & STEERING

a) Independent, heavy duty front and rear suspension, with telescopic shock absorbers	Yes, Yes	
b) Assisted steering	Yes	
c) Right Hand Drive Steering	Yes	

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
7. BODY, SEATS AND FINISH		
a) Body type, saloon	4 Door	
b) All body protected against corrosion for seaside operation.	Yes	
c) Front seats, fully reclining, adjustable with headrests and safety belts conforming to KEBS 06-664:1985	Yes, Yes, Yes	
d) Rear seats, bench type with safety belts conforming to KEBS 06-664:1985 standard.	Yes, Yes	
e) Long lasting upholstery	Specify material	
f) Total luggage boot volume, approx.	0.50m3	
g) High gloss body finish, colour as requested	Specify	

8. ELECTRICAL SYSTEMS AND INSTRUMENTS

a) Electrical systems, negative earth, with alternator charging	Yes. Yes	
b) Battery capacity, approx..	1x12V, 70Ah	
c) Full lighting to conform to Cap 403 Subs. 23- Kenya Traffic Act	Yes	

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY: 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
d) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc	Yes	

9 EQUIPMENT (ACCESSORIES) ETC

.

a) Sunvisors supplied, 2 no	Yes	
b) Rear view mirrors supplied 2no, external, 1no internal	Yes	
c) Spare wheel carrier (external) fitted	Yes	
d) FM, MW, SW radio/CD changer fitted	Yes	
e) Trim material	Specify	
f) Jack, wheel brace and manufacturer's standard tools, supplies	Yes	
g) i) Front Air bags ii) Air conditioning	Yes (Mandatory) Yes (Mandatory)	

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY: 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
---------------	-------------	------------

1 WARRANTY

0

.

a)	Each vehicle supplied should carry a statement of warranty	Yes	
b)	Vehicle warranty min., 100,000km or 12 Months whichever occurs first.	Specify	

1 MANUALS

1

.

a)	All literature in the English language	Yes	
b)	Repair manual, supplied	1 per vehicle	
c)	Parts catalogue, supplied	1 per vehicle	
d)	Drivers handbook and service schedule supplied	1 per vehicle	

1 OTHER REQUIREMENT

2

.

SPECIFICATION NO.
TENDERER'S NAME: _____ NO: _____
TENDER NAME: NCG/LEASE/VEHICLES/089/2020-2021 ITEM NO: 5 QTY: 2
DESCRIPTION: SALOON CAR, AT/CVT, LARGE, 1701-1800CC., PETROL

TENDERER'S Column to be completed by ALL TENDERERS

	SPECIFICATION	REQUIREMENT	TENDERER'S
a)	Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	
b)	Vehicle to be inspected by the Chief Engineer-Mechanical prior to delivery to the user	Yes	
c)	Firm's Status: (franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spares	Indicate motor vehicle dealers who stock spare parts.	
f)	Service network including workshop within 5 km of Narok town	Yes (Mandatory)	
g)	Body Construction and all fitments to conform to CAP 403 Kenya Traffic Act	Yes (Mandatory)	

Tenderer's Signature	Official Stamp
----------------------	----------------

LOT 6. HIGH SIDED TRUCK WITH SUPERSTRUCTURE, 6X4, 24-26 TON

TENDER'S NAME: _____ NO: _____		
TENDER NO: NCG/LEASE/VEHICLE/089/2020-2021 ITEM NO: <u>6</u> QTY: <u>1</u>		
DESCRIPTION: HIGH SIDED TRUCK WITH SUPERSTRUCTURE, 6X4, 24-26 TON		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S

WATER BOWSERS

MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	
Detailed engineering drawings showing dimensions of the tank supplied	Yes (Mandatory)	

GENERAL

A standard production, heavy duty, 6x4, truck of latest design, in current production	Yes, Yes, Yes	
Supplied new, unused.	Yes	
Designed to heavy duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	
Suitable for cargo transportation.	Yes	

DIMENSIONS AND WEIGHTS

Overall length, min	9,485 mm	
---------------------	----------	--

Overall width, approx.	2,490 mm	
Overall height approx.	2,775 mm	
Wheelbase. min	4,630 + 1,350-mm	
Length of chassis end, min.	7,375 mm	
Kerb weight, excl. tank min	7,135 kg	
G.V.W, range	24-26,000 kg	
Payload approx. (excl. Weight of body) approx.	15,000- 16,000 kg	

ENGINE

Make	-	
Model	-	
Country of origin	-	
Engine performance curves supplied.	Yes,	
Diesel Engine, 4 Stroke water cooled,	Yes, Yes, Yes	
Mode of aspiration (Turbocharged)	Turbocharge d (Mandatory)	
Piston displacement, approx. min	7,684 cc	
Number of cylinders., min	6	
Maximum power output / rpm, min.	260HP/ 2,500rpm	
Maximum torque developed /rpm, min.	794Nm/1,500 rpm	

Air cleaner type, disposable/ oil bath.	Disposable	
Oil and fuel filter type	Disposable	
Average fuel consumption (on full load)	-	
Fuel tank capacity, approx. min	200Lt	

CLUTCH AND TRANSMISSION

Clutch, dry type, single plate	Yes, Yes	
Clutch system actuation	Hydraulic	
Number of speeds, Min	9F, 1R	
Drive configuration,	6X4, Mandatory	

BRAKES, TYRES AND SUSPENSION.

Brakes, hydraulic-pneumatic assisted.	-	
Mechanical parking brake to act on rear wheels.	-	
Rear tyres Dual	-	
Tire (size) locally available.	-	
Optimum tyre size	295/80R22.5	
Suspension, front and rear reinforced semi elliptic leaf springs with telescopic shock absorbers	Yes, Mandatory	

STEERING, CONTROL AND CAB.

Right Hand drive steering	Yes	
Steering Type	Yes	
All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	
Adjustable driver's seat.	Yes	
All seats have safety belts that conform to the KEBS standard No. 06-664 of 1985	Yes	

ELECTRICAL SYSTEM AND INSTRUMENTS

System voltage, negative earth.	12V, Yes	
Battery capacity and size approx	2 X12V, 130AH	
Full load lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	
Standard instruments, gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	

EQUIPMENT ETC.

Heavy duty type front fender.	Yes	
Laminated (safety) windshield.	Yes	
Sun visors supplied.	Yes, 2No	
Rear view mirrors (external and internal) supplied.	Yes, 3No	
Spare wheel with carrier.	Yes	
Telescopic hydraulic jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	
Vehicle to be fitted with a modern electronic speed governor	Yes	

Governor to limit maximum speed to 80km/hr	Yes	
Governor to be tamper proof.	Yes	
Governor to be inspected by CM&TE before delivery	Yes	
Any other equipment (or accessories) supplied	Specify	

BODY

Make	-	
Model	-	
Country of origin.	-	
Manufacturer's literature and specifications supplied.	Yes (Mandatory)	

GENERAL

Vehicle supplier to build body or sub-contract to a reputable body builder.	specify	
If the work is sub-contracted, name sub-contractor.	specify sub-contractor	
An all steel fabricated cargo body, suitable of transporting general cargo over paved and unpaved (rough) roads.	Yes, Yes, Yes	
All body construction and fitments to comply with Kenya Traffic Act, Cap 403.	Yes	
All body construction and installations to comply with the chassis manufacturer's specifications.	Yes	

10 BODY DIMENSIONS.

Overall length, min.	specify	
Height of sides approx.	specify	
Overall width, approx.	specify	

--	--	--

11 BODY CONSTRUCTION.

Body cross bearer's of pre-stressed channel sections, 100 x 50 x 4.5mm equidistantly spaced at a maximum of 500mm apart.	Yes, Yes, Yes	
Suitable size well-seasoned timber runners, with inverted steel section at top, between body frame and chassis.	specify timber size Yes	
Body secured to chassis by U bolts, diameter, 16mm, held in position on chassis by wooden V-blocks.	Yes Specify size and Number	
Body floor fabricated from 3.2mm thick mild steel plate (full width) reinforced at equal distances with box/channel sections.	Yes	
Steel platform body, made from mild steel of thickness.	3.2 mm	
Fixed header board clear of cab	Yes	
Drop tailgate and sides, suitably reinforced.	Yes	
Drop sides in two sections with removable centre post	Yes	
Suitable size tool box to be fitted under body on the left side.	Yes	
Suitable size rear mudguards fitted.	Yes	
Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act	Yes	
One piece tarpaulin and superstructure, canvas, with rope eyes and lashing ropes.	Yes Specify tarpaulin size	
Full length 20mm (diameter) welded steel rods on both body sides and rear for tying tarpaulin	Yes, Yes	
Stone Guards fitted for tail lights	Yes	

12 BODY FINISH.

All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be proceeded by one coat primer (red oxide) and intercoat.	Yes, Yes, Yes	
--	---------------	--

--	--	--

OTHER REQUIREMENTS

Body builders to have truck body inspected (by Certifying officer, vehicle inspection Unit) for compliance with Traffic Act prior to delivery to user.	Yes	
Truck to be registered with the registrar of motor vehicles	Yes	
Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification	Yes Mandatory	
Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	
Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	
Service network including workshop within 5 km of Narok town	Yes (Mandatory)	

14 WARRANTY

Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	Yes
Vehicle and Body warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	

15 MANUALS

All literature in the English language	Yes	
--	-----	--

Repair Manual, supplied.	1 per Vehicle	
Parts catalogue, supplied	1 per Vehicle	
Drivers handbook and service schedule supplied.	1 per Vehicle	

Tenderer's
Signature _____

Official
Stamp _____

LOT.7 - MICROBUS 30-35 PASSENGERS,
DIESEL.

SPECIFICATION NO. TENDERERS NAME....._,....._ NO: ____ TENDER- NCG/LEASE/VEHICLES/089/2020-2021 NO: ITEM NO:7_____ QTY: ____DESCRIPTION: MICROBUS 30-35 PASSENGERS, DIESEL		
SPECIFICATION	REQUIREMEN	TENDER ERS
MODEL		
COUNTRY OF OR-IGN		
MANUFACTURER'S, AUTHORIZATION LITERATURE AND SPECIFICATIONS SUPPLED	Yes, mandatory	
1.	GENERAL	

a)	A Standard production, 4 door mini bus, of latest design, in current production.	Yes, Yes, Yes	
b)	Supplied new.	Yes	
c)	Designed to heavy duty export specifications, suitable of operating in tropical conditions	Yes, Yes	Y/N
d)	Suitable for passenger transportation over paved and unpaved (rough) roads.	Yes	
e)	To seat 30-35 adult passengers comfortably.	Yes	Y/N

2. DIMENSIONS AND WEIGHTS

a)	Overall length, approx.	7,000mm	
b)	Overall width, approx.	2,100mm	
c)	Overall height, approx.	2,300mm	Rgoo_
SPECIFICATION		REQUIREMEN	TENDER ERS
d)	Wheelbase, approx.	3,900mm	
e)	Max. G.V.W, approx.	7,000Kg	Co o kg
f)	Kerb weight, approx.	2,400Kg	8040 0 kg
g)	Passenger room height, min.	1,700mm	-tnop

3.

a)	Make		
b)	Model		
c)	Country of origin		

d)	Engine performance curves supplied.	Yes	
e)	Engine type, Diesel	Yes	(YfN)
f)	4 Stroke, water cooled.	Yes	Y/N
g)	Piston displacement , approx.	3500-5000cc	3fCC cc
a)	Number of cylinders,	4	no.
i)	Maximum power output, (KWhpm), min.	70 Kw/ 3,000rpm	/rpm)
j)	Maximum torque developed, t (NM/rpm), min.	240Nm/1,800rp	---Nm rpm
k)	Air filter, disposable/oil bath	specify	
l)	Oil and fuel filter type	Disposable	
m)	Average fuel consumption (on load) at: fullrbn ving a) dri A LTDt o,	specify	5 -----

	SPECIFICATION	REQUIREMEN	TENDER ERS
	b) Steady 50Km/h	specify	
	c) Steady 80Km/h	specify	
n)	Fuel tank capacity, approx.	60Lt	
	Extra fuel tank fitted.	specify	N ONE

4. CLUTCH AND TRANSMISSION

a)	Clutch, coil spring type, dry single plate,	specify	DRY
b)	All synchromesh gearbox.	Yes	Y/N

c)	Gear speeds, min		
d)	Drive configuration.		

5. BRAKES AND TYRES

a)	Brakes, hydraulic actuation.	Yes, Yes	Y/N
b)	Mechanical parking brake, to act on rear wheels	Yes	Y/N
c)	Locally available single purpose tires	Yes	Y/N
d)	Optimum tire size	specify	

6. SUSPENSION AND STEERING

a)	Independent, heavy duty front and rear suspension	Yes, Yes	(YIN)
b)	Heavy duty leaf and coil springs with hydraulic (telescopic) shock absorbers.	specify, front, rear,	by PRING F bcoagg
c)	Assisted steering	specify	
d)	Right Hand drive steering	Yes	(YIN)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

	SPECIFICATION	REQUIREMEN	TENDER ERS
a)	Systems voltage, negative earth, with alternator charging	12V, Yes, Yes	Y/N
b)	Battery capacity, approx.	Specify	65 — AH
c)	Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	(YIN)
d)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	(YIN)

8. EQUIPMENT (ACCESSORIES) ETC

a)	Vehicle to be fitted with electronic speed governor	Mandatory	<u>YES</u> (Y/N)
b)	901 \leq Governor or to limit maximum speed to	Mandatory	(Y/N)
c)	Governor to be tamper proof	Mandatory	(Y/N)
d)	Governor to be inspected by CM&TE before Delivery.	Mandatory	
e)	Heavy duty front fender, fitted	Yes	(Y/N)
f)	Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	(Y/N)
g)	Sun visors supplied 2no.	Yes	
h)	Rear view mirrors supplied 2no. external, 1no. internal.	Yes	(Y/N)
i)	FM, MW, SW radio fitted.	Yes	(Y/N)
j)	CD player or equivalent fitted.	Yes Mandatory	<u>YES</u>
k)	Any other equipment supplied.	specify	to Fitting

SPECIFICATION		REQUIREMENT	TENDERS
9 BODY CONSTRUCTION			
GENERAL			
a)	Manufacturer's specifications and detailed engineering drawings (Showing seating arrangement etc) of body supplied.	Yes (MANDATORY)	(Y/N)

b)	Body construction and other fitments to comply with CAP 403- Kenya Traffic Act.	Yes (MANDATORY)	(YIN)
c)	All body construction and installation to comply with the chassis manufacturing specifications	Yes (MANDATORY)	(YIN)
10 BODY CONSTRUCTION			
DETAILS			
a)	Minibus to retain the original cabin.	Yes	(YIN)
b)	The off-side door on the cabin to be permanently locked	Yes	YIN
c)	Cabin back panel to be removed so that there is no barrier between the driver and the passengers other than the metal enclosure around the driver's seat.	Yes	YIN
d)	Body cross bearers of pre-stressed channel sections 50x50x4.5mm equally spaced convenient for door and wheel.	Yes	
e)	Body to be mounted onto the chassis by equally spaced pre-stressed channel sections convenient for door and wheels.	Yes	YIN
f)	Body side pillars secured to cross bearers by gussets and weldings reinforced properly by box/angle sections.	Yes	YIN
g)	Side pillars of box sections	specify box section size	
h)	Roof sticks of box sections and curved to give an internal radius to pillars of 300mm	Yes	YIN
1)	Roof reinforced by angle/top hat iron	3 no.	

SPECIFICATION		REQUIREMEN	TENDE ER
	longitudinal sections min.		
j)	External panel to be of light alloy material while the interior is plywood covered by Formica	external panel thickness Imm	(YI
k)	Body frame of box sections	25mmx25mmx1	25...x.R5 ..x.!
l)	Floor covered with non-slip chequered alloy plate.	Yes	(YI
m)	All inspection covers on floor to be of close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	(YI
n)	Wheel arches made from none slip mild steel plate lined with noise deadening material	Yes	(YI
11 DOORS, SEATS, WINDOWS, BODY FINISHDG ETC.			
a)	One lockable, foldable passenger door towards front both opening inwards.	Yes	(Y
b)	One emergency door at the rear with a none-opening glass window.	Yes	(Y
c)	Mild steel non-slip chequered steps provided for the passenger door.	Yes	(Y
d)	Lockable driver door to open outwards with suitable non-slip steps provided for easy access	Yes	(YI N/E.s
e)	All seats to have safety belts that conform to the KEBS standard No. 06-664 of 1985.	Yes Mandator	
f)	2x2 seating arrangement for passengers with seats bolted to the floor.	Yes	(YI
g)	All seats cushioned and covered with hard wearing upholstery. Seating cushion and back rest foam thickness, min	100mm, 50mm respectively.	00M u, 60 N

h)	All seats fitted with integral head rests and	Yes	(Y
----	---	-----	----

SPECIFICATION	REQUIREMEN	TENDER ERS
chrome plated grab handles/ equivalent		
1) Seat spacing between rows, approx.	75 Omm	750 mm
j) Chrome plated roof hand rail to run the entire length of bus.	Yes	(YI
k) One piece laminated front and rear wind shield fitted.	Yes	(YI
l) All other windows to be of clear toughened glass.	Yes	(YIN)
m) Body panels to be thoroughly cleaned before painting. Both internal and external finish to be preceded by primer coat and undercoat.	Yes	ES (YIN)
n) High gloss finish colour both for internal and external to be specified by the user.	Yes, mandatory	(YfN)
o) Body under parts and floor to be painted chassis black colour.	Yes	(YI
p) Engine hood to be heat resistant	Yes	(YIN)
q) Interior roof rack fitted on both sides of root.	Yes	NZS----
r) Continuous up to the roof anti-roll bars (rectangular hollow sections, double 40x40x2mm, welded together/equivalent), 2sets (front and rear) fitted as per KS 372 STANDARD.	Yes (Mandatory)	(YfN)
<p>s) Driver' s side of the bus should be written Yes -----) with broad letters, at a position stated by the user.</p> <p>User to specify below what is to be written (under)</p>		
12. ELECTRICAL SYSTEM, ACCESSORIES ETC.		

a) Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	(YIN
---	-----	------

ISUZU EAST AF
LTD.
BOYN
NAI

SPECIFICATION	REQUIREMEN	TENDE
b) Courtesy bells/buzzers provided with one switch above each passenger door.	Yes	ER.
c) Each windscreen piece to have its own wiper.	Yes	
d) 2 No. external and 1 No. internal view mirrors fitted.	Yes	
e) 2 No. sun visors fitted	Yes	(YI
f) Chevrons and reflectors fitted at rear. Reflective strip and reflectors at front.	Yes, Yes	(
g) 1 No. suitably positioned fire extinguisher supplied.	Yes	(
h) 1 No. First aid kit fitted.	Yes	(
l) Windows to have suitable curtains/curtain rails or equivalent.	Yes	(
13 BODY WARRANTY		
a) Specimen of vehicle/body warranty to be submitted when tendering.	Yes	(
b) Warranty duration:	Min- 12 Months or 40,000 Km whichever occurs first.	(

1 OTHER REQUIREMENT

SPECIFICATION		REQUIREMENT	TENDERS
If not, specify relationship with franchise holder.	Specify whether agent/dealer		
e Availability of spares.	Indicate motor vehicle dealers who stock spare parts.		
f Names and addresses of dealers/agents) where back-up service can be obtained indicating the location of the workshops facilities.	Specify	-----Of-----QÊE-kkß-S.----- -----	
g Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)		(YIN)

a Bus to be registered by the Registrar of) Motor Vehicles.	Yes (Mandatory)	(YIN)
b Bus to bear Institution logo.	Yes	(YIN)
c Vehicle/bus will be inspected by the Chief Engineer - Mechanical, during construction) and prior to delivery to the user.	Yes (Mandatory)	(YIN)
d Franchise holder (representative in Kenya).	Yes	

Tenderer's Signature (_____ (11 Date: _____	Company _____
---	---------------

7. MICROBUS 30-35 PASSENGERS, DIESEL.s

SPECIFICATION NO. _____
TENDERER'S NAME _____ NO: _____
TENDERNO: NCG/LEASE/VEHICLES/089/2020-2021 (RD ITEM NO:7 _____ QTY:1_____
DESCRIPTION: MICROBUS 30-35 PASSENGERS, DIESEL.

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

SPECIFICA ON	REQUIREMENT	TENDERER'S
MAKE		
MODEL		
COUNTRY OF ORIGIN		
MANUFAC RER'S LITERATURE, AUTHO Y AND SPECIFICATIONS SUPPLIE D (To attached to this specification form.	Yes (MANDATORY)	_____ (YIN)

LOT.8- LARGE BUS DIESEL 58-62 PASSENGERS-DIESEL

LOT.8- LARGE BUS DIESEL 58-62 PASSENGERS-DIESEL

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
b) Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	(YIN)
c) Warranty duration:	Min. 12 Months or 40,000 Km whichever <u>occurs</u> <u>first</u> .	Months 100,000 Km
vi) MANUALS		
a) All literature in English language.	Yes	(YIN)
b) Repair manuals supplied.	I per vehicle Mandato	(YIN)

c)	Parts catalogue supplied.	1 per vehicle Mandato	(YIN)
d)	Drivers handbook and service schedule supplied.	1 per vehicle	(YIN)
e)	Manufacturer's standard tool kit supplied	1 per vehicle	(YIN)
vii) OTHER REQUIREMENT			
a)	Vehicle/bus to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	(YIN)
b)	Vehicle/Bus to bear Institution logo and signage.	Yes	(YIN)
c)	Vehicle/bus will be inspected by the Chief Engineer - Mechanical during all the construction stages and before delivery to the user.	Yes	(YIN)
d)	Franchise holder (representative in Kenya). If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	(YIN) CBI SE Ho 1.3k
e)	Availability of spares.	Indicate motor vehicle dealers who stock spare parts.
f)	Names and addresses of dealers/agents where backup service can be obtained indicating the location of the workshops facilities.	Specify	1.4 £ to F
g)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	(YIN)

Tenderer's Signature	Com
Date:	

<p>SPECIFICATION NO.</p> <p>TENDERER'S NAME NO. _____</p> <p>TENDER NO: NCG/LEASE/VEHICLES/089/2020-2021 QTY: _____</p> <p>DESCRIPTION: LARGE BUS, DIESEL 58- 62 PASSENGERS</p>

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERERS
Make		-COZ (J

Model		
Count of origin		
Manufacturer's literature and specifications of bus chassis supplied.	Yes (mandatory)	Y/N
Detailed engineering drawings and dimensions of the bus body supplied.	Yes (mandatory)	(Y/N)

1. GENERAL

a) A standard production, large bus of latest design in the class, robust construction in current production.	Yes, Yes, Yes	(Y/N)
b) Supplied new.	Yes (mandatory)	(Y/N)
c) Designed to heavy duty specifications, capable of operating in tropical conditions over paved and unpaved (rough) roads.	Yes, Yes	(Y/N)
d) Suitable for transportation of passengers	Yes	14---(Y/N)
e) To seat 62 adult passengers comfortably	Yes	(Y/N)

2. DIMENSIONS WEIGHTS AND PERFORMANCE

a) Overall length, approx.	11,000 mm	-000 mm
b) Overall width, approx.	2,500 mm	mm

TENDERER'S

SPECIFICATION	REQUIRED	TENDERER'S
c) Overall height with body, approx.	3,500 mm	mm
d) Minimum passenger room height, approx.	1,800 mm	mm
e) Wheelbase, approx.	6,000 mm	----- mm
f) Ground clearance, min.	250 mm	_RBO_
Max. G.V.W., approx.	16,000 Kg	_____ Kg
h) Kerb weight, approx.	5,000 Kg	_____ kg
i) Max. gradient.	specify	--ØéP-• degrees
j) Wading depth.	specify	_____ mm

3. ENGINE

a) Make		tsozo
b) Model		_____ mm

c)	Country of origin		
d)	Engine position, front/rear.	specify	
e)	Engine type Diesel, 4 Stroke.	Yes, Yes	(YIN)
f)	Engine mode of aspiration. (Natural]Turbocharged)	specify	Toe Bo offkRG zb
g)	Engine cooling system, water.	Yes	-i-9f-m- (Y/N)
h)	Piston displacement, approx.	6,500-12,000 cc	cc
i)	Number of cylinders.	6	no
j)	Maximum power output, kW/ min.	150KW/2500 m	ag_0KWh m
k)	Maximum torque developed (Nm / rpm), min.	800Nm]1500rpm	toeo_/_/BQPNm/rpm
l)	Air filter, disposable/oil bath	specify	
m)	Oil and fuel filter type, replaceable.	Yes	(YIN)
n)	Average fuel consumption on full load)	specify	Km/l
o)	Fuel tank capacity, approx.	200 lit	Bt_QQ_ - It
4. CLUTCH AND TRANSMISSION			
a)	Clutch type, dry, single plate.	Yes, Yes	(YIN)
b)	Hydraulic, clutch actuation.	Yes	(YIN)

TENDER NO.NCG/LEASE/VEHICLE/089/2020-202:
SUPPLY MICROBUS, DIESEL
 Column to be completed tenderer

TENDERER'S

b

SPECIFICATION	REQUIRED	TENDERER'S
c) All synchromesh gearbox, with 2 speed reduction transfer earbox.	Yes, Yes	1, c----- (Y/N)
d) Transmission s eeds	5 s eed	s eed
e) Gear box type, synchromesh	Yes	(YIN)
f) Drive configuration, 4x2	Yes	(YIN)

5. BRAKES AND TYRES

a) Assisted hydraulic brake system.	Yes, Yes	(YIN)
c) Mechanical Parking brake.	Yes	(YIN)
d) Tyre treads dual, for highway and x-country o eration.	Yes	*tes
e Tyre (size) locall available.	Yes	(YIN)
O timum e size.	s eci	a q5R 22 •6

SUSPENSION STEERING

a) Independent Heavy duty front .	Yes, Yes	(YIN)
b) Heavy duty leaf or coil.	Specify front rear	
c) Manual/Assisted steering.	Assisted	(YIN)
d) Right hand drive steering.	Yes/no	(YIN)
e) Driver seat adjustable	Yes/no	Y/N

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth, with alternator charging.	24V, Yes	(YIN)
b) Battery ca acity.	120AH, 2x12V.	13.....
c) Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	(YIN)

NCG/LEASE/VEHICLE/089/2020-2021: SUPPLY OF MICROBUS,
DIESEL

Column to be completed tenderer

d)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant, temperatur% buzzer for air pressure etc.	Yes, Yes, Yes	(YIN)
e)	Lamps - 2 heads, parking indicator and tail		

TENDERER'S

b

SPECIFICATION	REQUIRED	TE DERER'S
to conform to Kenya Traffic Act.	Yes, Yes, Yes	(Y/N)

8 EQUIPMENT ACCESSORIES) ETC

a)	Vehicle to be fitted with electronic speed Governor	Mandatory	
b)	Governor to limit maximum speed to 80km/hr	Mandatory	
c)	Governor to be tamper proof	Mandatory	
d)	Governor to be inspected by CM&TE before delivery.	Mandatory	
e)	Heavy duty front fender, fitted	Yes	
f)	Jack, wheel brace and manufacturer's standard tools, su lied.	Yes	(YIN)
g)	Windscreen sun stri fitted on both sides.	Yes	(YIN)
h)	Rear view minors supplied 2no. External, Ino Internal.	Yes	(YIN)
i)	FM, MW, SW radio fitted.	Yes	(YIN)
j)	CD player or equivalent fitted,	Yes mandatory	(YIN)

TENDER NO.NCG/LEASE/VEHICLE/089/2020-202:
SUPPLY MICROBUS, DIESEL
 Column to be completed tenderer

Any other equipment supplied.	specify	
-------------------------------	---------	--

B. BODY CONSTRUCTION DETAILS

9. GENERAL		
a) Manufacturer's specifications and detailed engineering drawings (Showing seating arrangement etc) of body supplied.	Yes (MANDATORY)	<u>YES</u> (Y/N)
b) Coach construction and other fitments to comply with CAP 403- Kenya Traffic Act.	Yes	<u>YES</u> (Y/N)

10. BODY CONSTRUCTION

a) Body to be mounted onto the chassis by equal spaced channel sections convenient	Yes	(Y/N)
--	-----	-------

SU7.1] EAST AIR

TENDERER'S

SPECIFICATION	REQUIRED	TENDERER'S
for door and wheels.		
b) Cross bearers, mild steel channel section:	Dimension: 100mmx50mmx6mm No.min 9	too 50
c) Cross bearers secured to chassis by bolted angle iron sections or other suitable section.	specify	
Driver's cabin to be enclosed / caged to prevent interference from the passengers.	Yes	(Y/N)
e) Body side pillars secured to cross bearers by gussets and welding reinforced properly by box sections. .	Yes	<u>-I-ES---</u> (Y/N)
f) Side pillars of angle iron/mild steel top hat sections, min spacing approximately	40mmx40mmx3mm/ 220mmx40mmx40mm x3mm 1 m apart spacing section,	

NCG/LEASE/VEHICLE/089/2020-2021: SUPPLY OF MICROBUS,
DIESEL

Column to be completed tenderer

g) Roof sticks to be of box sections and curved to give an internal radius to pilfers , min.	40mmx40mmx3mm/ 220mmx40mmx40mm x3mm radius 300mm	
h) Roof reinforced by top hat iron longitudinal sections. min No.	3 No.	----3-----N0
i) Bod to be of double skin construction	Yes	Y--£--(Y/N)
j) Exterior panels to be of light alloy material while the interior is plywood covered by Formica.	specify material	
k) Panels to be secured to frame by sealed pop rivets or spot welding or any other acceptable method	specify method	
l) Floor covered with non-slip chequered alloy plate.	Yes	(YIN)
m) All inspection covers on floor to be close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	(YIN)
n) Wheel arches made from non-slip mild steel plate lined with noise deadening material.	Yes	(YIN)

TENDERER'S

SPECIFICATION	REQUIRED	TENDERER'S
o) Continuous up to the roof anti-roll bars (rectangular hollow sections, double 60x40x3mm, welded together/equivalent), 3sets (front, middle and rear) fitted as per KS 372 SANDARD.	Yes (Mandatory)	"X'--- (Y/N)

10 DOORS, SEATS, WINDOWS, BODY FROHING ETC.

a) Lockable passenger door towards front (at a reasonable distance from front) opening inwards.	Yes (Mandatory)	(YIN)
b) Mild steel non-slip chequered steps provided for the passenger door.	Yes	---Y'£-(Y/N)

TENDER NO.NCG/LEASE/VEHICLE/089/2020-202:
SUPPLY MICROBUS, DIESEL
 Column to be completed tenderer

c) Lockable driver door to open outwards with suitable non-slip steps provided for easy access	Yes	Yes
d) Sitting arrangement	specify	
e) Driver's cabin to be enclosed to avoid interference from the passengers.	Yes	(Y/N)
f) All seats cushioned and covered with hard wearing upholstery. Seating cushion and back rest foam thickness, min	Yes 100mm, 50mm respectively.	Yes (Y/N)
g) All controls to be fitted with safety belts to KEBS 06-664: 1985 standard	Yes (Mandatory)	(Y/N)
h) All seats fitted with integral head rests and chrome plated grab handles/equivalent	Yes	Yes (Y/N)
i) Seat spacing between rows, approx.	750mm	150
j) Lockable boot (with keys) located at rear for the spare wheel, jack and tool kit with a runner and dust seal to keep away rain.	Yes	(Y/N)
k) Chrome plated roof hand rail to run the entire length of bus.	Yes	Yes (Y/N)
l) Two piece laminated front and rear windshield fitted.	Yes	Yes (Y/N)
m) All other windows to be of clear toughened glass.	Yes	(Y/N)
n) Panoramic (wide view) sliding window	Yes	Yes (Y/N)

TENDERER'S

b

SPECIFICATION	REQUIRED	TENDERER'S
fitted in aluminium frame and lockable from inside.		
o) Suitable size 2 No. ventilators on front panel of body, with insect excluding gauze, with control inside bus.	Yes	(Y/N)

NCG/LEASE/VEHICLE/089/2020-2021: SUPPLY OF MICROBUS,
DIESEL

Column to be completed tenderer

p)	Body panels to be thoroughly cleaned before painting. Both internal and external finish to be preceded by primer coat and intercoat.	Yes	(YIN) (YIN)
q)	Interior roof rack fitted on both sides of roof.	Yes	Y-F- £(Y/N)
r)	Over head carrier fitted on top of bus	Yes	---O (Y/N)
s)	Suitable ladders fitted on the sides	Yes	-E\$--- (Y/N)
t)	High gloss finish colour both for internal and external to be specified by the user.	Yes	(YIN)
u)	Body under parts and floor to be painted chassis black colour.	Yes	(YIN)
	Suitable window curtain/curtain rails fitted	Yes	(YIN)

11. ELECTRICAL SYSTEM, ACCESSORIES ETC.

a)	Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	(YIN)
b)	Courtesy bell/buzzer provided with one switch above door.	Yes	Y-E-S--- (Y/N)
	Each windscreen piece to have its own wiper.	Yes	(YIN)
d)	2 No. external and 1 No. internal rear view mirrors fitted.	Yes	(YIN)
e)	Windscreen sun strip fitted on both sides.	Yes	(YIN)
f)	Chevrons and reflectors fitted at rear.	Yes	(YIN)
g)	1 No. suitably positioned fire extinguisher supplied.	Yes	(YIN)
h)	1 No. first aid kit fitted.	Yes	(YIN)

TENDERER'S

SPECIFICATION	REQUIRED	TENDERER'S
---------------	----------	------------

SUPPLY MICROBUS, DIESEL

Column to be completed tenderer

12 BODY WARRANTY

a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	y-E£-(Y/N)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandator	-1--E-f--- (Y/N)
c)	Warranty duration:	min- 12 Months or 40,000 Km whichever occurs first.	--1R,,---MonthsKM

13 MANUALS

a	All literature in En Lish langua e	Yes	
b)	Repair manuals sup lied.	1 per vehicle	
c)	Parts catalogue su lied.	1 per vehicle	(YIN)
d)	Drivers handbook and service schedule su lied.	1 per vehicle	(YIN)

14 OTHER RE UREMENTS

a)	Bus to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	(YIN)
b)	Bus to bear Institution logo.	Yes	<u>Has</u> (YIN) (YIN)
c)	Vehicle/bus will be inspected by the Chief Engineer - Mechanical during all the constiuction stages and before delivery to the user.	Yes (Mandatory)	
d)	Franchise holder (representative in Kenya). If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	<u>Yas</u> (YIN) H-0kB E R
e)	Availability of spares.	Indicate motor vehicle dealers who stock spare parts.

NCG/LEASE/VEHICLE/089/2020-2021: SUPPLY OF MICROBUS,
DIESEL

Column to be completed tenderer		
f)	Names and addresses of dealers/agents	Specify -----

TENDERER'S

b

<u>SPECIFICATION</u>	REQUIRED	TENDERER'S
<p>where back-up service can be obtained indicating the location of the workshops facilities.</p> <p>g) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act and have an inspection certificate from the vehicle inspection centre.</p>	<p>Yes (Mandatory)</p>	<p><u>-qzs</u>, (YIN)</p>

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

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE		
MODEL		
COUNTRY OF ORIGIN		

MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SCHEDULED (To attached to this specification form.	Yes (MANDATORY)	_____ (YIN)
--	--------------------	-------------

1. NERAL

A standard production 58-62 passenger micro bus of latest design in current production	Yes, Yes, Yes	_____ (YIN)
--	------------------	-------------

SECTION VI I- STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **Performance security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

FORM OF TENDER

Date __

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission *(Insert Equipment/vehicles description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the Equipment/vehicles in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender that receive you may

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
[name of Procurement entity] NAROK COUNTY GOVERNMENT of P.O.BOX 898-20500
NAROK _____ [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 LEASING OF VEHICLES PLANTS,
MACHINERY AND EQUIPMENT and has accepted a tender by the tenderer for the provision
of 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, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of leasingcover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) (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) Sign /Date
CHIEF OFFICER TRANSPORT

Signed, sealed, delivered by

the

(for the tenderer/Service provider)
Name/Sign & Date

.....

In the presence of (Witness)

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

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

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin

Part 2 (b) Partnership

Citizenship details
 Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State..... the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

4..... 5.....	
..... ... Date Seal/Signature of Candidate	

TENDER SECURITY FORM

Whereas [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the Equipment/vehicles] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____ .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This 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]

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 goods]*
(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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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.

MASTER OPERATING LEASE AGREEMENT

Ref. No. _____

THIS MASTER OPERATING LEASE AGREEMENT is made on the.....day of between, a limited liability company incorporated under the laws of Kenya of(hereinafter referred to as “the **Lessor**” which expression shall where the context so admits include its successors and assigns) of the one part and **NAROK COUNTY GOVERNMENT** of P,O Box 2344-00900, **NAROK COUNTY KENYA** (hereinafter referred to as “the **Lessee**” which expression shall where the context so admits include its successors and assigns) of the second part.

W H E R E A S:

- A. The Lessor wishes to lease out and the Lessee wishes to lease Equipment/vehicles from the Lessor. The Lessor and Lessee have agreed that they shall execute a Rental Addendum, as defined below, in respect of such leased Equipment/vehicles.
- B. The execution of the Rental Addendum shall bring into operation the leasing of each Equipment/vehicles which shall incorporate all the provisions of this Master Operating Lease and the provisions of the Rental Addendum.

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

- (a) “**Agreement**” means this Master Operating Lease including all its appendixes.
- (b) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
- (c) “**Commencement Date**” means the date indicated in the Rental Addendum as the commencement date for term of the leasing of the Equipment/vehicles pursuant to such Rental Addendum.
- (d) “**Competent Authority**” means the Narok County Government and parastatal and other bodies having statutory competence to promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained or relating to this Agreement.
- (e) “**Capital Balance**” has the meaning ascribed to it in Clause 11 (c) (ii).
- (f) “**Default Interest Rate**” means the default interest rate specified in the Rental Addendum.
- (g) “**Delivery Note**” has the meaning ascribed to it in Clause 5(a).
- (h) “**Due Date**” means the Payment Date or the date specified in the Rental Addendum for payment of any monies payable by the Lessee to the Lessor under the Rental Addendum. Where no date for payment of any such monies is specified “**Due Date**” shall mean the date

specified in a demand from the Lessor to the Lessee for such monies. If the Due Date falls on a weekend or a public holiday, then the date of payment shall be the next Business Day.

- (i) **“Early Termination Date”** means the date on which the leasing of the Equipment/vehicles is terminated pursuant to the provisions of Clause 19 hereof.
- (j) **“Event of Default”** means any of the events listed in Clause 21 of this Agreement.
- (k) **“Location”** means the physical address specified in the Rental Addendum upon which the Equipment/vehicles will be kept.
- (l) **“Manufacturer”** means the manufacturer of the Equipment/vehicles and the individual manufacturers of the individual components of the Equipment/vehicles.
- (m) **“Operating Lease”** means a lease where ownership of the Equipment/vehicles is not transferred to the Lessee.
- (n) **“Payment Date”** means the date specified in the Rental Addendum as the payment date and **“Payment Dates”** shall be construed accordingly.
- (o) **“Purchase Order”** means a Purchase Order issued by the Lessee under Clause 2 (b) of this Agreement.
- (p) **“Rental”** means the amount specified in the Rental Addendum as the Rental for the lease of the Equipment/vehicles payable as frequently as per the Rental Addendum by the Lessee to the Lessor and **“Rentals”** shall be construed accordingly.

186

- (q) **“Rental Addendum”** means the Rental Addendum substantially in the form set out in Appendix I (or in such other form as may from time to time be agreed in writing between the Lessor and the Lessee) entered into from time to time by the Lessor and the Lessee for the leasing of Equipment/vehicles by the Lessor to the Lessee and which incorporates all the terms and conditions of this Agreement by reference and sets forth the particulars of each leasing transaction between the Lessor and the Lessee and **“Rental Addendums”** shall be construed accordingly.
- (r) **“Return Conditions”** means the conditions specified in Appendix II being the minimum conditions to which the Equipment/vehicles should comply with at all times during the Term and upon the delivery of the Equipment/vehicles to the Lessor on the Termination Date of the

Rental Addendum or upon the earlier termination of this Agreement and/or the Rental Addendum.

- (s) **"Service only Lease"** means the terms of this Agreement whereby a Vehicle is leased by the Lessor to the Lessee on a service only basis as more particularly set out in Clause 9 (b) hereof and the Rental Addendum.
- (t) **"Tax"** means any tax, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying the same) and the term **"Taxes"** shall be construed accordingly.
- (u) **"Term"** means, in respect of any Rental Addendum, the period commencing on the Commencement Date and ending on the Termination Date.
- (v) **"Termination Date"** means the date indicated on the Rental Addendum as the termination date on which the leasing of the Equipment/vehicles will terminate by effluxion of time.
- (w) **"Total Loss"** means an actual or constructive or arranged total loss as a result of the Equipment/vehicles being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date the insurer determines the loss, destruction, theft, confiscation or damage beyond economic repair.
- (x) **"Equipment/vehicle (s)"** means the Equipment/vehicle(s) specified in the Rental Addendum including each and every component, part, record, manual and handbook in respect of such Equipment/vehicles(s) together with all replacements, renewals and additions made from time to time to such Equipment/vehicles, which shall form an integral part of the Vehicle(s) and shall become the property of the Lessor and subject to this Agreement.

2. Lease

- (a) Under this Master Operating Lease Agreement (“this Agreement”) the Lessor agrees to let and the Lessee agrees to lease, from time to time upon the terms and conditions set out in this Agreement and each Rental Addendum, certain Equipment/vehicles described in each Rental Addendum. This Agreement and each Rental Addendum shall form a separate and independent agreement for the lease of the Equipment/vehicles described in such Rental Addendum upon the terms and conditions in this Agreement and such Rental Addendum and a breach of such separate and independent agreement shall be a breach of this Agreement. In the absence of a duly executed Rental Addendum, this Agreement shall not constitute a lease or a commitment by either party to enter into a lease.
- (b) Whenever the Lessee proposes to lease an Equipment/vehicles from the Lessor, it shall transmit to the Lessor a Purchase Order specifying the make and other particulars of the Vehicle which the Lessee desires to lease.
- (c) Whenever the Lessor leases an Equipment/vehicles to the Lessee, both the Lessor and the Lessee shall execute a Rental Addendum in respect of the Vehicle.
- (d) Whenever a Rental Addendum is executed in respect of any Equipment/vehicles, the Lessor and the Lessee shall become bound by all the provisions of this Agreement.
- (e) Prior to the execution of any Rental Addendum, the Lessee shall be required to deliver to the Lessor any documents, instruments and certifications that the Lessor may require, including without limitation, all constitutional documents of the Lessee, relevant approval given by board and/or directors, resolutions authorizing the Lessee to enter into such transaction, all necessary financial information of the Lessee and any other information or documents required by the Lessor.
- (f) It is hereby agreed that the Lessee shall assume full responsibility with respect to the choice of the Equipment/vehicles and the Lessor shall have no liability or responsibility in respect thereof.

3. Term of Lease

In respect of each Rental Addendum the Term shall commence on the Commencement Date and shall continue for the number of months set out in the Rental Addendum and end on the Termination Date unless terminated earlier in accordance with the terms of this Agreement and the Rental Addendum.

4. Payment

- (a) In respect of each Rental Addendum and in consideration of the Lessor agreeing to let the Equipment/vehicles to the Lessee in accordance with the terms of this Agreement, the

Lessee shall throughout the Term pay to the Lessor as frequently as indicated in the Rental Addendum, the Rental (together with all applicable taxes) on each Payment Date. The Lessor shall issue an invoice to the Lessee on each Payment due date.

- (b) Subject as herein provided the Rental payable by the Lessee pursuant to Clause 4(a) above includes the cost of comprehensive insurance, fleet management, and the service option specified in Clause 9 below and in the Rental Addendum.
- (c) All payments under this Agreement and the Rental Addendum must be paid by the Lessee on or before the Due Date by way of a standing order or by such other means as may be agreed between the parties without deductions of any kind and free of exchange, bank costs and other charges, and net of taxes at the business address of the Lessor or at such other address as the Lessor may indicate in writing.
- (d) Any standing order effected pursuant to clause (c) above shall not be cancelled by the Lessee without the prior written authorization of the Lessor during the term hereof.
- (e) The Lessee shall execute such instruments as may be required by the Lessor to provide for payment of the Rentals under this Agreement and any increase in the Rentals as the Lessor may from time to time request. Such instruments may include banker's orders or similar authorities, bills of exchange or promissory notes and other documents appropriate to the payment or transfer of money.
- (f) All payments under this Agreement and the Rental Addendum shall only be made for services rendered hence the Lessor to ensure that they invoice only those Equipment/vehicles that are in use and not those in the garages, accident Equipment/vehicles and those not yet replaced.
- (g) Any payments under this Agreement and the Rental Addendum shall not be made for Equipment/vehicles covering over **50 kilometers** from County Headquarters for servicing and repairs Such mileages shall be borne by the Lessor and shall be deducted from the required 6,000 hrs before any payments are effected.
- (h) That all the invoices submitted for payments shall be confirmed by the respective users before any payments are effected.

5. **Delivery and Inspection**

- (a) The Lessee shall at its own cost obtain and accept delivery of the Equipment/vehicles. Immediately upon accepting delivery of the Equipment/vehicles from the Lessor, the Lessee shall sign a delivery note ("the Delivery Note") confirming receipt and acceptance of the Equipment/vehicles. Upon signing of the Delivery Note by the Lessee, it shall be conclusively presumed that the Vehicle is in good order and condition. The Lessee shall immediately provide the Lessor with a copy of such Delivery Note.
- (b) The Lessee acknowledges and confirms that:

- (i) the Lessee has examined the Equipment/vehicles before accepting them and has satisfied itself as to the condition and suitability of the Equipment/vehicles for the Lessee's purposes and the Equipment/vehicles' compliance with any safety standards;
 - (ii) the Lessor has given the Lessee no representation or warranty regarding the quality, fitness, safety or suitability of the Equipment/vehicles and no person is authorised by the Lessor to do so;
 - (iii) the Lessee has no title to the Equipment/vehicles.
- (c) The Lessee agrees that no liability shall attach to the Lessor either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Equipment/vehicles, whether that defect is latent or apparent on examination and the Lessee shall keep the Lessor indemnified accordingly.

6. Notification to the Landlord

- (a) The Lessee shall:
- (i) before the Equipment/vehicles are brought to the Location (if not owned by the Lessee), notify the landlord or owner of the Location in writing of the Lessor's ownership of the Equipment/vehicles and furnish a copy of such notification to the Lessor;
 - (ii) give fresh notice of the Lessor's ownership of the Equipment/vehicles to any new landlord or new owner of the Location forthwith upon any change therein taking place;
 - (iii) obtain from such landlord or owner a written acknowledgement of the Lessor's ownership of the Equipment/vehicles;
 - (iv) keep the Equipment/vehicles free from all liens, attachments or other legal charges or processes of any nature whatsoever.
- (b) The Lessor shall be entitled on behalf of the Lessee to give any notification, which the Lessee is required to give in terms of this clause.

7. Title

The Lessee acknowledges that title to the Equipment/vehicles shall remain vested at all times in the Lessor or its successor in title and that the Lessee, or any person on its behalf, will at no stage during or after the Rental Addendum or this Agreement acquire title to the

Equipment/vehicles by reason of mere possession of the Equipment/vehicles or in terms of the Rental Addendum or this Agreement.

8. Lessee's Obligations

The Lessee shall:

- (a) Observe all instructions and recommendations of the manufacturer of the Equipment/vehicles; not allow any unqualified or unlicensed driver/operator to operate or use the Equipment/vehicles and not remove the Equipment/vehicles from Kenya without the prior notification to and written authorization by the Lessor;
- (b) not without the Lessor's prior written consent (and subject to such conditions as the Lessor may impose) alter, modify or add to the Vehicle any identifying number, registration number or mark, advertising, signs, lettering, insignia or any other device or notice of ownership and in particular will not alter in any way by repainting or otherwise howsoever the external appearance of the Equipment/vehicles nor permit the permit the fitting of any extras or accessories to the Vehicle without the prior approval of the Lessor and if the Lessor so approves the Lessee will upon termination of this Agreement remove (at the Lessee's cost) all such advertising, signs, letterings, insignias, devices, extras and accessories and restore the Vehicle to its original condition and paintwork;
- (c) normally keep the Equipment/vehicles at the Location and must notify the Lessor by registered post or e-mail of the name and address of the landlord of any new/intended premises before allowing the Equipment/vehicles to be moved to such premises;
- (d) use and operate the Equipment/vehicles solely in the conduct of the Lessee's business and under and in compliance with all relevant laws and regulations of any Competent Authority having power and authority to regulate or supervise the use of the Equipment/vehicles;
- (e) use the Equipment/vehicles properly and ensure that they will be safe and without risk to health and not allow the Equipment/vehicles to be, in the Lessor's opinion, in jeopardy;
- (f) keep the Equipment/vehicles free from claims by third parties and from attachment and may not sell, transfer, lease, encumber or otherwise dispose of them either in part or as a whole, or allow any lien to arise in respect thereof;
- (g) allow the Lessor or the Lessor's agent upon reasonable notice at any time during ordinary business hours on Business Days to inspect the Equipment/vehicles for any reason whatsoever, including, without limitation, for purposes of carrying out a valuation of the Equipment/vehicles or for examining the odometers of the Equipment/vehicles to determine the number of kilometres that the Equipment/vehicles have been driven. The Lessor shall not

be liable to the Lessee in any manner for any loss of profit, use or otherwise howsoever as a result of such inspections being undertaken by the Lessor;

- (h) as an obligation surviving termination of this Agreement, indemnify the Lessor in respect of any claims made against the Lessor and all damages, costs and expenses suffered or incurred by the Lessor as a result of any third party claim arising out of the state, condition or use of the Equipment/vehicles or in any way arising out of the Equipment/vehicles being let under this Agreement;
- (i) keep the Equipment/vehicles free of all liens and distrains;
- (j) not suffer the levy of any distress or execution, nor present or suffer to be presented any application for an interim order or petition for a winding up order within the meaning of the Companies Act Cap 486, nor enter into or attempt to enter into a composition with its creditors, nor call or suffer to be called a meeting (whether formal or informal) of its creditors or any of them;
- (k) be responsible for all traffic fines including parking fines and towing expenses or any fees levied on users of Equipment/vehicles;
- (l) ensure that the Equipment/vehicles are not used for any purpose for which they were not designed and in particular, that the Equipment/vehicles are not used for hire, driving tuition, towing, racing, pace making or for competing in any rally or other form of motor sport;
- (m) bear the cost of removing its logos and any distinctive marks on the Equipment/vehicles at the end of the Term or on earlier termination of the Rental Addendum;
- (n) not use the Equipment/vehicles in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

9. Maintenance

- (a) The Lessee shall in accordance with the provisions of this Clause keep the Vehicle at all times in good repair and condition and in working order in accordance with the service and maintenance agreement.
- (b) This is a service only lease and the Rental herein payable by the Lessee includes only the cost of such service, which service shall be rendered by the Lessor or its service providers in accordance with the service and maintenance agreement.
- (c) The Lessee shall deliver the Equipment/vehicles to the Lessor's appointed agents, at service intervals as recommended by the Manufacturer for the purpose of the carrying out of maintenance and servicing of the Equipment/vehicles. In the event that the Lessee delays or fails to deliver the Equipment/vehicles for maintenance at the times recommended by the

Lessor, the Lessee shall pay the Lessor a penalty for such delay or failure calculated on the basis of the Excess Charge Rate per kilometre set out in the Rental Addendum.

- d) The Lessee shall notify the Lessor of any breakdown of the Equipment/vehicles and shall not repair or attempt to repair the Equipment/vehicles except the repair of punctures and other minor repairs necessary for the purpose of enabling the delivery of the Equipment/vehicles to the Lessor's appointed agents for service and repair.
- (d) The Lessee shall not permit any inter-change of parts, tyres or accessories to be made between the Vehicle and any other vehicle or any additions, alterations or adjustments to be made to the Vehicle without the prior written consent of the Lessor and will ensure that any such alterations or adjustments are made by an appointed service agent and will reimburse the Lessor in respect of any damage resulting directly or indirectly from any work, alterations or adjustments done or attempted by an unauthorized person and/or without the consent of the Lessor.
- (e) The Lessee shall be responsible for all costs relating to fuel, oil, tyre pressure adjustments, battery checks and lighting systems inspections.
- (f) The Lessee shall at its own cost obtain and keep in full force and effect throughout the period of the Lease any permissions, licences or authorizations which may at any time be required in connection with the possession or use of the Equipment/vehicles and/or any premises in which the same may be located.
- (g) The Lessor shall ensure that the Equipment/vehicles are fitted with vehicle monitoring devices and the Lessee shall keep and ensure all devices are kept fully functional.

10. Insurance

- (a) The Lessor shall at the Lessee's cost comprehensively insure and shall keep the Equipment/vehicles insured for the duration of this Agreement. Such insurance shall cover motor comprehensive risks and all such policies shall form part hereof.
- (b) The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Equipment/vehicles and will have the Equipment/vehicles repaired by the Lessor's appointed service agents.
- (c) All insurance excess charges and administrative costs shall be payable by the Lessee to the Lessor on demand and if the Lessee fails to make any payment when called upon to do so then the Lessor will be entitled to debit such costs to the Lessee's statement of account and to recover such costs plus interest at the Default Interest Rate from the Lessee in instalments over the remaining period of the Agreement.
- (d) In relation to all the insurances referred to in sub-clause (a), such insurances shall:

- (i) Provide that the Lessor's and any other Additional Insured's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents; and
 - (ii) Provide a waiver by the insurers of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor.
- (e) The Lessee shall not do anything whereby such insurance may be voided or vitiated and in the event of payment of any excess the Lessor shall recover any such excess paid from the Lessee. In the event that the insurer declines to pay any claim lodged in respect of the Equipment/vehicles the Lessee shall on demand pay and or indemnify the Lessor for such claim.
- (f) Notwithstanding the foregoing provisions of this Clause and without prejudice to the generality of Clauses 11 and 12 below, the Lessee shall solely be responsible for and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all loss or damage to the Equipment/vehicles howsoever caused occurring at any time before the Equipment/vehicles are returned to the Lessor or the Lessor's appointed agent under the terms of Clause 20 below and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal) penalties, fines or other sanctions, judgements, legal costs and other costs and expenses whatsoever suffered or incurred by the Lessor arising directly or indirectly in any manner or in relation to death, injury to persons or loss or damage to property arising from the possession, use and operation of the Equipment/vehicles by the Lessee its officers, servants, employees and/or agents.

11. Total Loss

- (a) If there is a Total Loss of a Equipment/vehicles, the leasing of such Equipment/vehicles shall be deemed to be terminated on the date of such Total Loss. The Lessee shall nevertheless be liable to pay the Rentals due under the Rental Addendum up until the date of determination of the loss by the insurer subject to Clause 11 (b).
- (b) The Lessee shall only be liable to pay the Rental due under Clause 11 (a) up to a maximum of 90(ninety) days after the date of Total Loss or the date on which the Lessor receives payment from the insurer, whichever is earlier.
- (c) On the expiry of thirty (30) days after the determination of the occurrence of Total Loss, the Lessee shall pay to the Lessor:
 - (i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the date of the Total Loss;

- (ii) the difference if any, between the insurance proceeds received in respect of the Total Loss claim and the Capital balance of the subject Equipment/vehicles outstanding in the Lessor's books at the date of the Total Loss. A certificate signed by the Finance Manager of the Lessor setting out the Capital balance then outstanding shall be conclusive;
- (iii) any interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Addendum.

12. Indemnity

(a) The Lessee shall indemnify and keep the Lessor fully and effectually on a full and unqualified indemnity basis at all times against:

- (i) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), duties, fees, taxes, levies, registration charges, insurance premiums, legal costs and other costs and expenses of any nature and other outgoings suffered or incurred by or imposed on the Lessor in connection with this Agreement, the Rental Addendums, the Equipment/vehicles, the ownership of the Equipment/vehicles, any product or strict liability relating to the Equipment/vehicles and the transactions contemplated by this Agreement, Rental Addendum or any other document entered into in connection with or pursuant to this Agreement or arising out of the leasing and use of the Equipment/vehicles by the Lessee;
- (ii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be made or claimed by any third person or persons or the Lessee and without prejudice to that generality by any employee, servant, agent of the Lessee arising directly or indirectly in any manner out of the acquisition, possession, use, misuse, management, insurance and operation of the Equipment/vehicles or the transportation or repossession by the Lessor whether or not the Equipment/vehicles are in the possession or control of the Lessee; and
- (iii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be suffered incurred or sustained by the Lessor arising (whether directly or indirectly) from the use or operation of the Equipment/vehicles or from any breach, non-observance or nonperformance by the Lessee of the covenants, terms and conditions of this Agreement and the Rental Addendums.

13. Assignment

- (a) The Lessor has the right, subject to prior notification to the Lessee, to assign or transfer to any person all or any of its rights under this Agreement and any document entered into with or pursuant to this Agreement and in such event the Lessee agrees, after receiving the notice thereof, to lease the Equipment/vehicles from the assignee/transferee from date of assignment/transfer and to make all payments due in terms of this Agreement to the assignee/transferee.
- (b) The Lessee does not have the right to assign or delegate the Lessee's rights or obligations under this Agreement or any document entered into with or pursuant to this Agreement without the Lessor's prior written consent.

14. Confidential Information

- (a) Each party hereby undertakes to the other that it will not at any time, whether during the currency of this Agreement or at any time after the termination thereof, divulge any information in relation to the affairs or business of the other party or any information obtained about the other as a consequence of this Agreement.
- (b) The provisions of this clause do not prohibit disclosure of information in so far as such disclosure:
 - (i) Is necessary to enforce the provisions and terms of the Agreement by way of legal action; or
 - (ii) Is compelled by law;
 - (iii) Is already in the public domain.

15. Risk and Excess Usage

- (a) During the term of the relevant Rental Addendum the Lessee will be responsible for any loss, damage, destruction, theft of or to the Equipment/vehicles, whether attributable to irresistible force, inevitable accident or any other causes whatsoever. Save as otherwise provided in this Agreement no such event shall relieve the Lessee of its obligation to pay the Rentals and all other payments due under this Agreement.
- (b) The Lessee and Lessor hereby agree that the Lessor shall demand and recover from the Lessee any costs incurred by the Lessor in connection with the repair or maintenance of the Equipment/vehicles, either during the term of the Rental Addendum or thereafter to reinstate it to its original condition, fair wear and tear excepted, which costs shall be payable by the Lessee to the Lessor on demand.
- (c) If the Lessee exceeds the maximum hours set out in the Rental Addendum, the Lessee must reimburse the Lessor for such excess hours usage at the excess charge rate per hour as stated in the Rental Addendum, provided that if at any time the odometer (time calculator) fails to function then the hourly rating shall be calculated on the basis of the daily average of the hours

used by the Equipment/vehicles in respect of the period between the two previous servicings of the Equipment/vehicles. The excess hourly charge shall be payable (at the sole discretion of the Lessor) forthwith upon demand by the Lessor or upon termination of this Agreement. The Lessee will not be entitled to any rebate or reduction on payments or other benefit by reason of its inability or neglect to make use of the Equipment/vehicles for whatever reason. The Lessor shall be entitled to demand and recover from the Lessee such charges and costs.

16. Certificate

A certificate signed by a Finance Manager of the Lessor (no proof of his appointment or position is necessary) setting out any amount owing by the Lessee to the Lessor in terms of this Agreement shall, in the absence of manifest error, be conclusive.

17. Taxation

- (a) For the purposes of Kenyan taxation and irrespective of the accounting treatment to be adopted by the Lessee, the Lessee is not entitled to claim capital allowances on the Equipment/vehicles.
- (b) All sums payable under this Agreement shall be paid together with the applicable VAT.
- (c) The Rentals and the other payments to be made under this Agreement are calculated upon the assumption that the law in Kenya as it affects the transaction recorded in this Agreement including, without limitation, the law and practice relating to taxation (including tax rates and writing down allowances) remains throughout the duration of this Agreement the same as at the date of this Agreement. If at any time or times the above assumption shall not be realised then the Lessor shall be entitled to revise the Rentals and the other payments in accordance with any such revision.

18. Warranties and Exclusions

- (a) All terms, conditions, warranties and representations relating to the Equipment/vehicles' description or as to their fitness for any purpose are hereby expressly excluded.
- (b) To the extent that it is contractually entitled and is able lawfully so to do, the Lessor will extend to the Lessee for the duration of this Agreement the benefit of any guarantee, condition or warranty which may have been given by the manufacturer of the Equipment/vehicles, or which is implied by law, in relation to the Equipment/vehicles and which is vested in the Lessor. Prior to the making of any claim under such guarantee, condition or warranty, the Lessee shall fully indemnify the Lessor against all costs, claims, damages and expenses incurred or which may be incurred in connection with the making of such claim. Nothing contained in this sub-clause (b) shall entitle the Lessee to commence any proceedings in the name of the Lessor without the Lessor's prior written consent.

- (c) The Lessee acknowledges that no person not actually in the employ of the Lessor is or is deemed to be the agent or entitled to act on behalf of or make any representation or warranty binding on the Lessor.
- (d) The Lessor shall not be liable (in contract, tort or otherwise) for any claim, damage, liability, loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the Equipment/vehicles nor from any delay in delivery of, or failure to deliver, the Equipment/vehicles, any defect or deficiency in, or inadequacy or unsuitability of, the Equipment/vehicles or their installation, use, performance, servicing or repair or from any action or omission (negligent or otherwise) of the Lessor, its servants or agents.
- (e) Furthermore, the Lessor shall have no obligation to supply to the Lessee any replacement for the Equipment/vehicles (or any part thereof) that is, either on delivery or thereafter, defective, lost, damaged unusable or unavailable for any reason and the Lessee shall not be entitled to any remission of, or be released from any obligation to pay, the Rentals or any other payments hereunder by reason thereof.
- (f) Where the Lessee enters into more than one lease in respect of Equipment/vehicles then each lease shall be collateral with one another and all leases shall be read and construed together so that a default under one or more of the leases shall be deemed to be a default under the other leases provided that the Lessor may, nevertheless, pursue its remedies and exercise its powers under any one of the leases separately or under one or more of the leases concurrently or any other security documents granted to the Lessor.

19. Early Termination

- (a) The Lessee shall in respect of any Rental Addendum be entitled to terminate such Rental Addendum upon the giving of **Ninety (90) days** prior written notice to the Lessor.
- (b) The minimum period after the Commencement Date before any notice referred to in subclause (a) may be given by the Lessee is **Twenty-four (24) months**.
- (c) Immediately upon termination of the Rental Addendum pursuant to Clause 19(a) the Lessee shall pay to the Lessor upon demand:
 - (i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the Early Termination Date, including the notice period;
 - (ii) Excess mileage charges at the rate specified in the Rental addendum;
 - (iii) All Rentals that would have been payable from the Early Termination Date to the Termination Date had the Rental Addendum not been terminated early.

20. Return of Equipment/vehicles

- (a) On the Termination Date or earlier termination of the Rental Addendum for whatever reason the Lessee shall at its sole cost and expense immediately return the Equipment/vehicles in good and proper working order and condition to the Lessor or the Lessor's appointed agent in accordance with the Return Conditions set out in Appendix II together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Equipment/vehicles.
- (b) If the Lessee does not deliver the Equipment/vehicles to the Lessor or Lessor's appointed agent pursuant to Clause 20(a) within seven (7) working days of the date of termination for any reason whatsoever, the following conditions will apply in addition to all other rights and remedies available to the Lessor:
 - (i) The Lessee shall pay the Lessor on a monthly basis the late delivery charge stated in the Rental Addendum;
 - (ii) The Lessee shall pay the Lessor all legal and administrative charges related to the collection of the Equipment/vehicles;
 - (iii) The Lessor shall have the right at any time to debit the Lessee's statement of account with the costs referred to in clause 20 (b) (i) and (ii) above and to demand for payment forthwith together with interest thereon at the default interest rate if payment is not made on demand;
 - (iv) Any late delivery charges collected by the Lessor from the Lessee shall not infer any extension of time or rights to the Lessee under this Agreement;
 - (v) The Lessor or its agents may immediately thereupon or at any time thereafter without any previous or further notice or concurrence of the Lessee enter upon any lands or premises whereon the Equipment/vehicles for the time being may be and take possession thereof. The Lessor shall not be responsible for any loss or damage caused by such entry and taking of possession or in connection with such entry and taking of possession.

21. Breach

- (a) The Lessee will be in breach of this Agreement and/or the Rental Addendum if the Lessee:
 - (i) Fails to make any payment in terms of this Agreement and/or the Rental Addendum;
 - (ii) Fails to comply with any other provision of this Agreement and/or the Rental Addendum;
 - (iii) Fails to satisfy any judgement for the payment of money obtained against it within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period;

- (iv) Does anything to vitiate or nullify the insurances policies taken out in respect of the Equipment/vehicles;
 - (v) If the Lessee does or causes to be done or commits or suffers any act or thing which prejudices or places in jeopardy the Lessor's rights in the Vehicle;
 - (vi) If the Lessor considers, in its absolute discretion, at any time and for whatever reason that the financial position of the Lessee is unsatisfactory and the Lessee's ability to maintain its obligations under this Agreement is jeopardized or threatened or the Lessee is unable to pay or does not pay its debts as they become due and payable;
 - (viii) If before the Termination Date the Lessee purports to terminate this Agreement or returns to the Lessor or abandons the Equipment/vehicles;
 - (ix) Where the Lessee is a private company, if there is a sale, transfer or other disposition of any of the shares in the capital of the Lessee which has the effect of altering the effective control of the Lessee without the Lessor's prior written consent;
 - (x) Provides false information; or,
 - (xi) Any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets.
- (b) In the event of any breach of this Agreement and/or the Rental Addendum including breach under sub-clause (a), the Lessor may, in addition to any other remedies that it may have in terms of this Agreement or at law:
- (i) Terminate this Agreement and the Rental Addendum; and
 - (ii) Claim, at the Lessee's cost, return and possession of the Equipment/vehicles, together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Equipment/vehicles, at the Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and
 - (iii) Claim from the Lessee the immediate payment of:
 - (1) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the date of such termination;
 - (2) all Rentals that would have been payable from the date of such termination to the Termination Date had the Rental Addendum not been terminated early;

- (3) interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Addendum.
- (c) The Lessor will be in breach of this Agreement and/or the Rental Addendum if any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets, in which event the Lessee shall be entitled to forthwith terminate this Agreement.

22. Repossession

- (a) Upon the occurrence of a breach by the Lessee and without prejudice to the Lessor's other rights and remedies hereunder, the Lessor may in its sole and absolute discretion do all or any of the following:

- (i) at any time, after a notice of seven (7) days (whether or not the Lessor may subsequently accept payments by the Lessee) demand or retake possession of the Vehicle until such time as the Lessee remedies the breach or satisfies the Lessor that the breach in respect of which the powers contained herein were exercised does not or will not prejudicially affect the Equipment/vehicles or the rights of the Lessor to the Vehicle or under any agreement following which the Equipment/vehicles shall be redelivered to the Lessee upon payment of the reasonable costs of the Lessor in the exercise of the Lessor's rights hereunder. For this purpose, the Lessor may by its officers or agents enter, where necessary by force, onto any property occupied by the Lessee and (as the agent of the Lessee) on any other property which the Lessee might enter upon where the Equipment/vehicles may be or be supposed to be; and/or
 - (ii) by seven (7) day's notice in writing to the Lessee terminate this Agreement or any Lease as at the date of the notice or any later date specified in the notice, without prejudice to all other rights and remedies whatsoever the Lessor may have or exercise hereunder or under any Agreement or otherwise howsoever.
- (b) If the Lessor exercises any of its rights under Clause 22 (a), the balance of the moneys payable by the Lessee under this Agreement (including without limitation all Rental Payments outstanding and unpaid calculated down to the Termination Date and all other charges under this Agreement) shall immediately become due and payable to the Lessor, subject to such rebate as the Lessor may allow in its sole and absolute discretion.

23. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed properly served if it is sent by registered post or delivered by hand to the addressee at its address shown below or such other address within Kenya as that party may notify to the other for purposes of this clause and, if so sent, shall be deemed to have been received by the addressee seven (7) days after posting if sent by registered post or on delivery if delivered by hand.

The Lessor: -----

 Attention: -----

The Lessee : NAROK COUNTY GOVERNMENT
 PO Box898-20500 Narok,
NAROK COUNTY KENYA

Attention: CHIEF OFFICER, TRANSPORT

24. Independent Contractor

Nothing in this Agreement is intended to constitute the Lessee as the Lessor's agent, legal representative, subsidiary, joint venture, fiduciary partner, employee or servant for any purpose whatsoever. The Lessee is an independent contractor and is in no way authorized in this Agreement to make any contract, warranty or representation, or to create any obligation, express or implied, on behalf of or in the Lessor's name.

25. Modifications

This Agreement may only be modified with the written consent of both parties.

26. Applicable Law

This Agreement shall be subject to and governed by the Laws of Kenya and both parties agree to submit to the exclusive jurisdiction of the Kenyan courts.

27. Severability

If at any time any provision in this Agreement is or becomes illegal, invalid or unenforceable in any respect, the relevant portion is severable and the balance of this Agreement shall be enforced as if such provision had not been included herein. All rights and remedies provided herein or by law are cumulative and not mutually exclusive, and may be exercised serially.

28. Failure to Enforce

- (a) Failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of the right subsequently to enforce such provisions or to enforce other provisions of this Agreement.
- (b) Any relaxation, indulgence or condonation extended by the Lessor to the Lessee may not be regarded a waiver of any of the Lessor's rights in terms of this Agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this Agreement will not be a waiver of the Lessor's rights in terms of this Agreement nor a novation thereof, and the

Lessor's prior termination of this Agreement will remain in full force notwithstanding such acceptance.

29. Miscellaneous

The headings and language used herein are for purposes of convenience only and shall not be used in constructing the provisions hereof. As used herein, the singular shall include the plural, and the plural, the singular.

30. Acknowledgment by the Lessee

The Lessee acknowledges that the Lessee has entered into this Agreement in reliance upon the information set forth in this Agreement and has relied on no promises, no representations, no statements or no undertakings made by the Lessor or the Lessor's representatives or others which are in conflict with any statements or representations made and not set forth in this Agreement.

31. Entire Agreement

This Agreement constitutes the entire agreement between the Lessee and the Lessor and supersedes all prior negotiations, representations and agreements.

32. Dispute Resolution and Arbitration

- (a) The Lessor and Lessee shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relating to this Agreement. If any such dispute cannot be settled amicably through negotiations by the appropriate representatives of the Lessor and Lessee, namely the General Manager for the Lessor and the Finance/Procurement Manager for the Lessee, within fourteen days (14) the matter shall at the election of either party be referred for arbitration in accordance to Clause (b) below.
- (b) Any dispute difference or question which may arise at any time between the Lessor and the Lessee upon the construction of this Agreement or on the rights and liabilities of the Lessor or the Lessee with respect thereto which has not been resolved by negotiation under Clause (a) above shall be referred to the decision of a single arbitrator to be agreed upon between the Lessor and the Lessee or in default of agreement within fourteen (14) days to be appointed at the request of either of them by the Chairperson for the time being of the Chartered Institute of Arbitrators (Kenya Branch) in accordance with and subject to the provisions of the Arbitration Act or any statutory modification or reenactment thereof for the time being in force.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year hereinabove mentioned.

SIGNED for and on behalf of ----- by:

Name: _____ Signature: _____

Name: _____ Signature: _____

WITNESSED by:

Name: _____ Signature: _____

Name: _____ Signature: _____

SEALED with the Common Seal of)
.....)

in the presence of:)
)
)

Director:.....)
)
)

Signature:.....)
)
)
)

Director\ Secretary:.....)
)
)

Signature:.....)

OR

SIGNED for and on behalf of.....by:

Name: _____

Signature: _____

Name: _____

Signature: _____

WITNESSED by:

Name: _____

Signature: _____

Name: _____

Signature: _____

APPENDIX FOR MASTER OPERATING RENTAL AGREEMENT NO. _____

RETURN CONDITIONS

You are the Lessee signing below and ----- is the Lessor. If there is any inconsistency between the terms of these Return Conditions and the Lease, the terms of these Return Conditions will take precedence.

1. Inspection

1.1. Each Equipment/vehicles will be inspected on its return by the Lessor's representative, in the presence of the Lessee or the Lessee's representative, so that the condition of the vehicle(s) can be established in accordance with the provisions below. An inventory shall be drawn up for this purpose.

2. Return Conditions

The expression "in good condition and in full working order, fair wear and tear excepted" means that the vehicle(s) has been maintained as required, by the Service Provider, to the following minimum standards.

2.1 Tyres

All tyres will be of the same type and size as those fitted on the vehicle(s) when new. Re-cut or remolded tyres will not be acceptable. The tyres should be free of serious cuts or impact damage.

2.2 Engine

The engine must have been maintained in accordance with the manufacturer's recommendations. The engine must be capable of operating efficiently, and must not have any cracks or leaks or any unauthorized tampering.

2.3 Gearbox and Axles

The gearbox (including automatic transmission) must be operating efficiently.

2.4 Clutch

The clutch (where fitted) will be in good working order.

2.5 Brakes

The brake drums, shoes, disk or pads should not need immediate replacing and the hydraulic system should be free of leaks.

2.6 Suspension

All springs and other suspension and damping components will show no signs of undue fatigue or leakage.

2.7 Steering

All steering gears will be in good and efficient working order and all kingpins, joints and bearings will be free from abnormal play. Power assisted steering pumps will be fully operational and the system will be free of leaks.

2.8 Bodywork

The bodywork, bulkhead and any loading space will be clean, free of dents and scratches, other than small scratches or chips; there will be no failure of color matching where repairs have been made, logos or brand work removed or rust aggravated by lack of attention.

2.9 Interior

The interior, upholstery, interior trim and carpets will be free of stains, burns or tears.

2.10 Electrical

The lighting, instruments (including radio) and all associated Equipment/vehicles and other electrical fittings/ accessories will be in good working order. The battery must be capable of holding its charge and will be free from damage or leaks.

2.11 Consumables

All oil, fuels and lubricants must be those recommended by the manufacturer.

3. Usage

If, on the return of a vehicle, the total actual usage of it exceeds the usage allowance shown in the Rental Addendum to the Master Operating Lease (“the Addendum”), the Lessee will (in addition to any other amounts that are, or become, payable) pay a usage surcharge at the rate shown in the Addendum for such excess mileage.

If the Lessor accepts the early return of any Equipment/vehicles, the excess mileage charge and actual usage will be calculated pro-rata for that vehicle on a time basis.

If the odometer cannot be accurately read for any reason, (i.e. failure of the odometer) the Lessor will be entitled to estimate actual usage and charge accordingly. The Lessee will advise the Lessor promptly if any odometer fails. The Lessee will also advise the Lessor promptly where the usage allowance is, or is likely to be, exceeded by 10% or more of the figure shown above.

4. Defects in Condition

If the vehicle does not satisfy these Return Conditions, the Lessor may choose to have work carried out to put the vehicle in that condition and the Lessee will pay to the Lessor on demand all costs and expenses incurred or to be incurred by the Lessor in having such work carried out. In the event of a dispute regarding the condition of vehicle the supplier’s opinion will be binding on both parties.

If in the supplier’s opinion, the vehicle does not meet the above conditions, the Lessee will pay the costs of appointing an expert but if in their expert opinion, the vehicle does satisfy the above conditions the Lessor will pay.

5. Accidental Damage

Any accidental damage (including damage to any glass) caused to the Equipment/vehicle (s) must be repaired as per manufacturer's (supplier's) recommendation. In the event of an accident causing any damage to the chassis, pillars or vehicle engine, the supplier will replace them at the Lessee's cost.

6. Modification

If by law any vehicle has to be modified during the leasing, any additions or modifications to the Equipment/vehicles becomes the property of the Lessor.

7. Documentation

All documentation relating to the Equipment/vehicles is the Lessor's property. On termination of the leasing of the Equipment/vehicles the Lessee will return to the Lessor all the documentation in its possession including registration documents, certificates and service records.

Signature for Lessee

You, the Lessee, acknowledge that these are the
Return Conditions supplemental to the Master Operating Lease between the Lessee and
M/S_____

For and on behalf of

NAROK COUNTY GOVERNMENT

P.O. 2344-00900, NAROK COUNTY KENYA

Signed_____

Name and title of signatory duly authorized

PIN No._____

LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

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

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

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

Yours

(Name of Accounting Officer)
Accounting Officer/Head of Procuring Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____