



**COUNTY GOVERNMENT OF LAIKIPIA
P. O. BOX 1271-10400
NANYUKI**

**RESTRICTED TENDER DOCUMENT
FOR**

REQUEST FOR QUOTATIONS

FOR

**LEASING OF:
LARGE TIPPER (DUMP TRUCK).**

TENDER NO: LCG/B66-67L/2020/21

Closing date:

Tuesday: Friday 30th April, 2021

**STANDARD TENDER DOCUMENT
FOR**

REQUEST FOR OPERATING LEASE FINANCE QUOTATIONS

ON

**FOR LEASING OF:
LARGE TIPPER (DUMP TRUCK).**

TENDER NO: LCG/B66-67L/2020/21

TABLE OF CONTENTS

	PAGE
INTRODUCTION	4
SECTION I INVITATION TO TENDER.....	5
SECTION II INSTRUCTIONS TO TENDERERS.....	7
Appendix to Instructions to Tenderers	23
SECTION III GENERAL CONDITIONS OF CONTRACT.....	25
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	32
SECTION V TECHNICAL SPECIFICATIONS.....	34
SECTION VI SCHEDULE OF REQUIREMENTS.....	36
SECTION VII PRICE SCHEDULE FOR GOODS.....	37
SECTION VIII STANDARD FORMS.....	38
8.1 FORM OF TENDER.....	39
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	40
8.3 TENDER SECURITY FORM.....	41
8.4 CONTRACT FORM.....	42
8.5 PERFORMANCE SECURITY FORM.....	43
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	44
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	45

Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

DATE: 23rd April 2021

TENDER REF NO. (LCG/B66-67L/2020/21)

TENDER NAME: REQUEST FOR OPERATING LEASE FINANCE QUOTATIONS

ON

LARGE TIPPER (DUMP TRUCK).

The (**COUNTY GOVERNMENT OF LAIKIPIA**) invites sealed bids from eligible candidates for
REQUEST FOR QUOTATIONS

ON

OPERATING LEASE OF LARGE TIPPER (DUMP TRUCK).

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at (**County Government of Laikipia Website, PPIP portal Or Contact Head Of Supply Chain For More Information**).
- 1.2 A complete set of tender documents may be obtained by interested candidates IN THE COUNTY GOVERNMENT OF LAIKIPIA WEBSITE (www.laikipia.go.ke)
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at (**county government of laikipia tender box**) or be addressed to (**head of supply chain laikipia county**)so as to be received on or before (Friday 30th April, 2021 and 1200hrs)
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (15) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at (**supply chain management office p.o. box 1271-10400**)

For (*Accounting Officer/Procuring entity*)

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	0
2.13 Goods' eligibility and conformity to tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	13
2.17 Sealing and marking of tenders.....	13
2.18 Deadline for submission of tender	14
2.19 Modification and withdrawal of tenders.....	14
2.20 Opening of tenders.....	15
2.21 Clarification of tenders.....	15
2.22 Preliminary examination.....	15
2.23 Conversion to single currency.....	16
2.24 Evaluation and comparison of tenders.....	16
2.25 Contacting the procuring entity.....	17
2.26 Award of contract.....	17
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	18
(d) Procuring entity's right to accept or reject any or all tenders	18
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	19
2.30 Corrupt or fraudulent practices.....	19

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	25
3.7 Performance security.....	25
3.8 Inspection and Tests.....	26
3.9 Documentation.....	27
3.10 Delivery and documents.....	27
3.11 Insurance	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

SECTION III -

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 Eligible tenderers eligible as described in the Invitation to Tender. Eligible tenderers are motor vehicles and construction equipment dealers that have current Framework contracts with Supplies Branch, Ministry of Transport, Infrastructure, Housing and Urban Development, under State Department of Public Works to supply the goods being procured under this tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 NO CHARGES for the tender document
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. **The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the 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 not later than seven (four) 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 prospective tenderers that have

received the tender document.

- 2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

- 2.6.1 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 amendment.

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

- 2.6.3 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.

2.7 **Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of five (5) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that the technical specifications designated by the Procurement entity are intended to be descriptive only to meet the operating standards, but are not descriptive any brands. The technical specifications will form the evaluation criteria of the goods, and those that do not meet these specifications will be declared non-responsive.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of **KShs. 500,000**

2.14.3 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 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 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 prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 2.14 shall also be suitably

extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (*Friday, April 30th, 2021 and 1200hrs of closing*)

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*Friday April 30th, 2021 at 12:00 hrs*)

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, *on Friday, April 30th, 2021 at 1200hrs* and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' 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.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 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.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

2.22.2 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 quantify, 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

2.22.3 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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.

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and maintenance capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3, and confidential interviews with references (past or current clients)_ as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 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.

(b) Award Criteria

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to Accept or Reject Any or All Tenders

- 2.27.6 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

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 but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

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 send the tenderer the Contract Form provided in the tender documents, incorporating conditions and drafts of agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity. The tenderer may seek an extension of time to fulfil the stated conditions, provided such an extension shall not exceed 30days from the expiry of the thirty-day notice of award.
- 2.29.4 Failure by the tenderer to meet the conditions specified in the tender document will lead to cancellation and withdrawal of the award. The tenderer will exercise the option of awarding another responsive tenderer, re-advertise or cancel the tender.

2.30 Performance Security

- 2.30.1 Within Thirty (30)days of the receipt of notification of award from the Procuring entity, and where an extension of time has not been formally sought and granted, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate 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 when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a quotation 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.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause 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 goods to be procured 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 goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.14.1	<i>BIND BOND KSHS 500,000</i>
2.18.1	<i>Friday, April 30th , 2021 at 12:00pm</i>
2.29.1	<i>Friday, April 30th2021 at 12:00pm</i>
2.29.1	<i>Indicate particulars of performance security</i>

(Complete as necessary)

Appendix to instructions to Tenderers

The following information for letting, leasing, licensing, tenancy, franchise or management contract of **County Secretary, Laikipia 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 Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible

2.4	The address for requesting clarification is: Ag. Head of Supply Chain Management Department of Finance & Economic Planning P.O.BOX 1271-10400, NANYUKI. Phone Number 0721 031 031 Email: info@laikipia.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The price shall be fixed
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Price shall be quoted in Kenya Shillings
2.11.2	Specify the evidence and information required. <ul style="list-style-type: none"> • Brochures and catalogues. • Tenderers must attach copies of Certificate of Incorporation/Registration
2.12.2	The Tender Security shall be; Ksh 500,000 from a reputable financial institution valid for 150 days
2.13.1	The Tender validity period shall be 150 days.
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and three (3) copies. Bidders shall submit both Technical and Financial proposals in separate envelopes. Technical Proposals shall be sealed in separate envelopes and clearly marked "Technical Proposal". The financial proposals should be sealed separately and clearly marked "Financial Proposal" All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the bidder.

	<ul style="list-style-type: none"> • Technical proposal – original and 3 copies. Financial proposal to include the Form of Tender. • Financial proposal – original and two copies - financial proposal shall include: <ul style="list-style-type: none"> ▪ Duly filled and signed form of tender; ▪ Lease pricing schedules in the prescribed format; ▪ Detailed maintenance costs schedule; ▪ Confirmation of funding capacity
2.20.1	<p>The Preliminary evaluation shall be mandatory:</p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents together with the technical proposal;</p> <ul style="list-style-type: none"> ➤ Bid security of Kshs. 500,000 from a reputable financial institution valid for 150 days ➤ Certificate of registration/ Certificate of incorporation; ➤ Valid Tax Compliance certificate; ➤ Duly filled, signed and stamped business questionnaires; ➤ Attach original brochures and catalogues, for evaluation of technical specifications colored copies and photocopies not allowed; ➤ Manufacturer authorization letter; ➤ At least three operating lease or sale & maintenance contracts worth Ksh10m each. <p><i>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</i></p>

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: Friday, April 30th, 2021 AT 12:00PM</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 Nanyuki or Nyahururu. 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
- Also taken into consideration will be the:
 - Training of students and mechanics in Laikipia at vocational training centres on current and ongoing technology changes of various vehicles and equipment;
 - Appointing Nanyuki and Nyahururu VTCs as service centres;

A bidder can score a maximum of 10 Points on this item. Scoring will be on account of bidder's network in the country in terms evidence of owning garages or partnership with other garages, with spares availability, workshop facilities and technical personnel.

Technical evaluation criteria

Criteria	points (max)
Technical specifications	40 (for every minor deviation, bidder loses a point). Bidder knocked out for any deviation from mandatory requirement
Workshops/dealership within 100km from Nanyuki or Nyahururu towns	10
Performance & service reputation (tenderer's and peers such as CMTE)	10
Organizations profile, history, contacts, products/services. Attach agreements or other legal memoranda (associations, appointment letters) by the vehicle/equipment manufactures or authorized dealers.	10
Demonstrate specific experience and track record for in leasing contracts or sale & maintenance contracts, including providing details of clients and contact persons within the client organizations for at least 2 years. (3 points for every contract; max 10 points) – attach evidence for the orders/contracts.	10
Attach audited financial statements for the last three years (2017 – 2020)	10
Training plan for students and mechanics, and appointment of Nanyuki & Nyahururu VCTs as service centres	10

<p>2.23</p>	<p>Financial evaluation</p> <p>Tenderers who are considered technically responsive shall undergo financial evaluation as follows:</p> <ol style="list-style-type: none"> a. Adhoc evaluation committee shall undertake due diligence of the tenderers to validate the information and documents provided for the mandatory and technical evaluation; b. The adhoc evaluation committee will forward the names and prices of tenderers that have been technically responsive to the accounting officer to award subject to negotiations as per clauses 2.22.2, 2.22.3 and 2.25.
<p>2.24</p>	<p>Post-qualification shall <i>“be undertaken”</i> yes</p>
<p>2.30.1</p>	<p>Particulars of performance security if applicable. -10%ofthe contract sum from a reputable a reputable financial institution for 150 days to cover delivery of the Equipment/vehicles</p>

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 tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the vehicles and equipment which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer 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 tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to warranties and contracts among the parties shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the tenderer shall either replace the rejected equipment or the contract will be invalidated.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Documentation**

- 3.9.1 The tenderer shall provide such documents as indicated in the Contract.
- 3.9.2 The documentation shall comply strictly with the requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall follow the proceedings provided for under the procurement regulations.

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14 Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

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

3.16.2 In the event 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, equipment/vehicles similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 seek arbitration in accordance with the Laws of Kenya.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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.

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 goods being procured. 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 goods being procured must also be incorporated.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

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/motor cycles 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 Nanyuki or Nyahururu towns. (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 Nanyuki or Nyahururu, 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 Laikipia 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

<p style="text-align: center;">LEASING OF ROADS CONSTRUCTION EQUIPMENT/VEHICLES FOR LAIKIPIA COUNTY GOVERNMENT (LCG)</p>

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 eligible tenderers, being the vehicle manufacturers or authorized dealers operating alone or in a consortium, who respond to this tender.
 - 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 Laikipia County Government.
 - i) “**Total Loss**” means an actual or constructive or arranged total loss as a result of the Equipment/vehicles/motor cycles 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/motor cycles **Types/Makes/Models** to reduce service and maintenance costs for leased and owned assets and favoring acquisition/use of Equipment/vehicles/ **s 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/motor cycles 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 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

- 4) 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

- 5) 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

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

Warranties by the bidders

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

PART D: NEW EQUIPMENT/VEHICLES AND THE LEASING BUSINESS

Vehicle Orders

- 8) 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

- 9) All Equipment/vehicles/motor cycles, 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/motor cycles

- 10) 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

- 11) 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

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

Notification and Orders

- 13) The successful Bidders 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

- 14) 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.
- 15) 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.
- 16) 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

- 17) 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

18) 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

19) 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

20) 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

21) Bidders will be entitled to sell, lease or dispose of leased Equipment/vehicles/motor cycles 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

22) Bidders may substitute for approved Equipment/vehicles specifications and requirements, Equipment/vehicles cycles 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

- 23) Eligible Users assigned to Equipment/vehicles/motor cycles, 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

- 24) Bidders shall insure all leased Equipment/vehicles/motor cycles 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
- 25) Bidders shall insure leased Equipment/vehicles/motor cycles 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
- 26) 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.
- 27) The insurance policies on leased Equipment/vehicles/motor cycles 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

- 28) 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.
- 29) 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

- 30) 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

- 31) Bidders agree that leased Equipment/vehicles/motor cycles 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**.
- 32) 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

- 33) 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.
- 34) 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**.
- 35) 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

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

PART H: LEASE PRICING, FINANCING AND PAYMENTS

Lease Installments and Payments

- 37) 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.
- 38) 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.
- 39) 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.
- 40) 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

- 41) Bidders undertake to ensure that periodic lease payments remain fixed over the duration of the lease period.
- 42) 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/motor cycles

- 43) 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/motor cycles under similar terms and conditions

- 44) 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.
- 45) 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/motor cycles (as specified under clause 47) under the same lease terms and conditions as in the master lease agreement.

Lease Term(s)

- 46) 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)

- 47) The **Procuring Entity and or the User Entity** reserves the right, and Bidders agree, to add additional Equipment/vehicles/motor cycles 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.
- 48) 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.
- 49) Prices for vehicles and motor cycles 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 Masterlease Agreement.
- 50) 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

- 51) 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.

- 52) 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/motor cycles, Equipment/vehicles/motor cycles and components; or new technologies.

Freight Charges and Delivery Destination Charges

- 53) 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

- 54) 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.
- 55) 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

- 56) 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

- 57) 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, whichever is earlier.* 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.
- 58) 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

- 59) 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 5 years, 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.
- 60) 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

- 61) 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.
- 62) Bidders shall provide all required Manuals (Owners and operating) necessary to operating leased Equipment/vehicles/motor cycles and Equipment/vehicles.
- 63) 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/motor cycles/Equipment/vehicles.
- 64) Bidders shall keep full, complete and accurate records of maintenance and service of leased Equipment/vehicles cycles 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.
- 65) 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.
- 66) 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/motor cycles 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)

- 67) 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

- 68) 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

- 69) 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.
- 70) 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.
- 71) 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.

- 72) All complaints on leased Equipment/vehicles/motor cycles 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.
- 73) 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/motor cycles.

Compliance with Regulations:

- 74) 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.
- 75) Bidders undertakes to ensure adherence to all relevant licensing, labor and environmental regulations in its service premises.

Service and Maintenance under Exceptional Circumstances

- 76) 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.
- 77) 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

- 78) 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/motor cycles, 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/motor cycles Usage, mileage, time and fuel measurement(s)

PART K: DEFAULT AND TERMINATION

- 79) 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/motor cycles 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/vehiclesleasing 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 A: Leasase Pricing Schedule

	LOT No...					
	Leasing Payments Schedule (All Amounts in KSh.)					
Basis of Lease payments	Primary Lease period Year					Secondary Lease period
<i>/vehicles Retail Price (disclosure)</i>						
<i>Vehicle Government Price (disclosure)</i>						
LEASED	1	2	3	4	5	6
Offer Price						
Body/ Assembly						
Fittings / Special						
<i>Procuring entity Specialrequests</i>						
Acquisition Cost KSh.						
LESS:						
Residual Value :KSh. Amount						
Residual Value: %						
VEHICLES LEASING COST						
BASE						
Insurance (comprehensive)						
Indicate % Premium Rate						
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)/groun engaging equipment						
Repairs Minor to Major (engine knock)						
EXCESS MILEAGE Charge per km or hourly 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/motor cycles 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) 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 C: Schedule of vehicle/equipment Lease Payments

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 Masterlease 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 F: Schedule of Service, Repairs and Maintenance

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

Schedule G: Manufacturer's Warranty Schedule

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

Schedule H: Accident Report/ Repair Form

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

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

SECTION V-SCHEDULE OF REQUIREMENTS

Schedule A: Schedule of Equipment/vehicles Specifications and Requirements

LEASING OF EQUIPMENT/VEHICLES BY COUNTY GOVERNMENT OF LAIKIPIA			
LOTS	SPECIFICATION		
LOT 1	MTD-1420-023-17	LARGE TIPPER (DUMP TRUCK), 6X4, 14-16 TON,	10
TOTAL			

LAIKIPIA COUNTY GOVERNMENT

**LEASING OF EQUIPMENT/VEHICLES/MOTOR CYCLES
FOR OFFICIAL GOVERNMENT
TRANSPORT**

SECTION V TECHNICAL SPECIFICATIONS

MOI&I/MTD/QMS/273

SPECIFICATION NO. MTD-1420-023-17		Page 60 of 76
TENDER'S NAME:		NO:
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: LARGE TIPPER (DUMP TRUCK), 6X4, 14-16 TON		
TENDERER'S Column to be completed by ALL TENDERERS		
SPECIFICATION	REQUIREMENT	TENDERER'S REMARKS

A. CAB-CHASSIS.

MAKE	-	----- ----
MODEL	-	----- ----
COUNTRY OF ORIGIN	-	----- ----
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED (IN ORIGINAL FORM)	Yes mandatory	_____(Y/N)
ENGINEERING DRAWING OF THE TIPPER	Yes	_____(Y/N)

PROVIDED	mandatory	
----------	-----------	--

1. GENERAL

a) A standard production, 6x4, 14-16 ton payload tipper truck, of latest design, robust construction, in current production, marketed in Kenya.	Yes, Yes, Yes	----- (Yes/No)
b) Supplied new.	Yes	----- (Yes/No)
c) Designed to heavy duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	----- (Yes/No)
d) Suitable for cargo transportation.	Yes	----- (Yes/No)
e) Control Forward, right hand drive	Yes	----- (Yes/No)

2. DIMENSIONS AND WEIGHTS

a) Overall length, approx.	7,000mm	-----mm
b) Overall width, approx.	2,800-3,000mm	-----mm
c) Overall height approx.	2,900mm	-----mm
d) Wheelbase, approx.	3,300+ 1300mm	-----mm
e) Length of chassis aft of cab, approx.	5,000mm	-----mm
f) Kerb weight approx.	7,000Kg	-----kg
g) G.V.W approx.	26,000Kg	-----kg
h) Payload .mandatory	14,000-16,000Kg	-----kg

i)	Permissible/legal front (steering) axle load, max.	8,000Kg	-----kg
j)	Permissible/legal rear (for dual wheels) axle load, max.	10,000kg	-----kg
k)	Turning radius, approx.	8,800mm	-----mm

3. ENGINE

a)	Make	-	----- --
b)	Model	-	----- -
c)	Country of origin	-	----- -
d)	Engine performance curves supplied.	Yes	----- (Yes/No)
e)	Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	----- (Yes/No)
f)	Mode of aspiration. (Turbocharged)	Yes mandatory	----- (Yes/No)
g)	Piston displacement, approx.	6,000-10,000cc	-----cc
h)	Number of cylinders, min.	6	-----no.
i)	Maximum power output / rpm, min. Mandatory	220HP/2200rpm	----- HP/rpm
j)	Maximum torque developed /rpm, min. mandatory.	700nm/1100rpm	----- Nm/rpm
k)	Air cleaner type, disposable/ oilbath.	Specify	----- --

l)	Oil and fuel filter type	Disposable	----- --
m)	Average fuel consumption (on full load)	Specify	-----km/l
n)	Fuel tank capacity min. mandatory	250Lt	-----Lt
o)	Extra fuel tank fitted Capacity	Yes Specify	----- (Yes/No) -----Lt

4. CLUTCH AND TRANSMISSION

a)	Clutch, dry type, single plate	Yes, Yes	----- (Yes/No)
b)	Clutch, system actuation, Hydraulic	Yes	----- (Yes/No)
c)	Gearbox, synchromesh.	Yes	----- (Yes/No)
d)	Number of speeds, min. mandatory	6F, 1R	-----F/---- R
e)	Drive configuration, mandatory.	6x4	----- x---- -----

5. BRAKES, TYRES AND SUSPENSION.

a)	Brakes, hydraulic-pneumatic assisted.	Yes	----- (Yes/No)
b)	Mechanical parking brake to act on transmission.	Yes	----- (Yes/No)
c)	Rear tyres.	Dual	----- -----
d)	Tires size locally available.	Yes	-----

		(Yes/No)
e) Tyres to be premium, suitable for the rough terrain of the county and heavy loading involved	Yes mandatory	_____(Y/N)
f) Optimum tire size and brand	Specify	
g) Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	----- (Yes/No)
h) With exhaust brake	Yes mandatory	_____(Y/N)

6. STEERING, TIPPING SYSTEM, CONTROL AND CAB.

a) Right Hand drive steering	Mandatory	(Y/N)
------------------------------	-----------	-------

b) Steering Type .	Assisted	
c) All steel, spacious cab to seat 2 passengers comfortably.	Yes, Yes	(Y/N)
d) Adjustable drivers seat.	Yes	(Y/N)
e) Seat belts to conform to KEBS 06-664:1985 STANDARD.	Yes Mandatory	(Y/N)
f) Heavy duty tipping sub-frame mounted on chassis.	Yes	(Y/N)
g) Complete tipping gear including mounted single ram, PTO pump and cab mounted controls, hydraulic oil system and piping all assembled, tested and ready to operate on the tipper body.	Yes	(Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	24V, Yes	-----
------------------------------------	----------	-------

		(Yes/No)
b) Battery capacity and size.	specify	-----AH
c) Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	----- (Yes/No)
d) Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	----- (Yes/No)

8. EQUIPMENT ETC.

a) Heavy duty type front fender.	Yes	----- (Yes/No)
b) Laminated (safety) windshield.	Yes	----- (Yes/No)
c) Sunvisors supplied.	Yes	----- (Yes/No)
d) Rear view mirrors (external both sides and internal) supplied.	Yes	----- (Yes/No)
e) Full size spare tyre with rim and carrier mounted under truck.	Yes	----- (Yes/No)
f) Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	----- (Yes/No)
g) Vehicle to be fitted with electronic speed governor	Mandatory	----- (Yes/No)
h) Governor to limit maximum speed to 80km/hr	Mandatory	----- (Yes/No)
i) Governor to be tamper proof	Mandatory	----- (Yes/No)

j)	Governor to be inspected by CM&TE before delivery of the truck.	Mandatory	(Yes/No)
g)	Any other equipment (or accessories) supplied.	specify	----- ----- -----

B. DUMP.

Make	-	
Model	-	
Country of origin.	-	
Manufacturer's literature, authority and specifications supplied.	Yes mandatory	(Y/N)

9. GENERAL

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

10. BODY DIMENSIONS.

a) Overall length, approx.	5,000 mm	----- mm
b) Height of sides.	900 mm	----- mm
c) Internal width, minimum mandatory.	2,300 mm	----- mm

11. BODY CONSTRUCTION.

a) Flanged cross bearer's of pre-stressed channel sections, min. 4.8mm thickness equidistantly spaced at a maximum of 500mm apart.	Yes	----- (Y/N)
b) Fixed head board clear of cab.	Yes	----- (Y/N)
c) Body floor fabricated from 4.0-6.0mm, sides and tailgate fabricated from 3.2mm thick mild steel plate (full width) reinforced at equal distances with top hat /channel/angle sections.	Yes	----- (Y/N)
e) Fixed headboard clear of cab.	Yes	----- (Y/N)
f) Drop tailgate suitably reinforced and to be easily removable i.e. when unloading /loading a roller	Yes mandatory	----- (Y/N)
g) Fixed sides in two sections.	Yes	----- (Y/N)
h) Spare wheel carrier fitted.	Yes	----- (Y/N)
i) Suitable size tool box to be fitted under body on the left side.	Yes	----- (Y/N)

j)	Suitable size rear mudguards fitted.	Yes	----- (Y/N)
k)	Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	----- (Y/N)
l)	Stone guards fitted for tail lights.	Yes	----- (Y/N)

12 BODY FINISH.

a)	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	----- (Y/N)
----	--	---------------	----------------

13 WARRANTY

a)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	----- (Y/N)
b)	Vehicle warranty min. mandatory, 40,000 Km or 12 Months whichever occurs first.	specify	----- Km ----- Months

14 MANUALS

a)	All literature in English language	Yes	----- (Y/N)
b)	Shop Manual, supplied.	1 per Vehicle	----- (Y/N)
c)	Parts catalogue , supplied.	1 per Vehicle	----- (Y/N)
d)	Drivers handbook and service schedule supplied.	1 per Vehicle	----- (Y/N)

15. OTHER REQUIREMENT

a) Body builders to have truck body inspected (by Certifying officer, Vehicle inspection Unit) for compliance with Traffic Act prior to delivery to user.	Yes	----- (Y/N)
b) Truck to be registered with the registrar of motor vehicles.	Yes	----- (Y/N)
c) Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification.	Yes	----- (Yes/No)
d) Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/ N) ----- -----
e) Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts in Kenya.	----- ----- ----- ----- -----
f) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities in Kenya.	Specify	----- ----- ----- ----- -----

Tenderer's Signature Date:	Official stamp.
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SECTION VIII - 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

To: _____

Date _____
Tender No. _____

[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] of _____ [country of Procurement entity]
(hereinafter called “the Procuring entity”) of the one part and
[name of tenderer] of _____ [city and country of tenderer] (hereinafter called
“the tenderer”) of the other part:

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE 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	
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/motor cycles*] (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.