



**THE NATIONAL TREASURY
TREASURY BUILDING, HARAMBEE AVENUE**

PO BOX 30007 – 00100, NAIROBI, KENYA

TENDER

FOR

LEASING OF MOTOR VEHICLES PHASE VI

TENDER NO: TNT/014/2020 - 2021

CLOSING DATE: TUESDAY 17TH NOVEMBER, 2020 AT 11.00 A.M.

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SECTION 1: INVITATION TO TENDER



REPUBLIC OF KENYA

**THE NATIONAL TREASURY
LEASING OF MOTOR VEHICLES PHASE VI
TENDER NO: TNT/014/2020 – 2021**

The National Treasury invites sealed Tenders from Original Motor Vehicle Manufacturers and Motor Vehicle Dealers for leasing services for various Government Entities for a period of Four (4) years.

A complete set of Tender Documents may be downloaded by interested firms free of charge at www.treasury.go.ke or www.tenders.go.ke and those who download the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

A **Mandatory** Pre-Bid Conference shall be held with the interested Bidders on **Tuesday 3rd November, 2020 at 10.00 a.m. through video conferencing**. Invitations shall be sent to all interested tenderers who shall submit their emails to procurement@treasury.go.ke before 10.00 a.m. on Tuesday 3rd November, 2020.

Bidders shall submit both **Technical and Financial proposals in separate envelopes** which should be clearly marked “**Technical Proposal**” and “**Financial Proposal**”. The two envelopes shall then be enclosed in a plain sealed envelope clearly marked with the Tender Number and Name.

Completed Tender Documents, both “**Original**” and “**Copies**”, enclosed in plain sealed envelopes, marked with the relevant Tender Number and Title shall be addressed to:

**The Principal Secretary,
The National Treasury,
P. O. Box 30007 – 00100,
Nairobi, Kenya**

and be deposited in the Tender Box provided at the **Treasury Building, 6th Floor, Harambee Avenue, Nairobi**, so as to be received on or before **Tuesday, 17th November, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings Five Million Only (Kshs. 5,000,000.00)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **The National Treasury, Treasury Building, Harambee Avenue, Nairobi, 6th Floor, Conference Room No. 603** on **Tuesday, 17th November, 2020** at **11.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be at no cost
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules
 - (vii) Contract Form
 - (viii) Confidential Business Questionnaire Form
 - (ix) Tender security Form

- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

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

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of tender Documents

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

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

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
 - (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

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

2.9. Tender Prices

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

2.10. Tender Currencies

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

2.11. Tenderers Eligibility and Qualifications

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

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount of **Kenya Shillings Five Million Only (Kshs. 5,000,000.00)**
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee from a reputable bank.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
 - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

- 2.13.1 Tenders shall remain valid for **180** days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

- 2.14.1 The tenderer shall prepare **One (1No.) original and Five (5No) 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.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

2.15.2 The inner and outer envelopes shall:

Be addressed to

**Principal Secretary,
The National Treasury
P.O. Box 30007
Nairobi**

(a) bear tender number and name in the Invitation to Tender and the words, “**DO NOT OPEN BEFORE Tuesday 17th November, 2020 AT 11.00 a.m.**”

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

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

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 17th November, 2020 at 11.00 a.m.**

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

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

2.17. Modification and Withdrawal of Tenders

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal

notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 17th November, 2020 at 11.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

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

rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

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

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

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

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

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

(a) Operational Plan

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

(b) Deviation in payment schedule

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

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

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

2.23. Contacting the Procuring entity

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

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

2.24 Post-qualification

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

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

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

2.25 Award Criteria

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

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

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

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

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

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

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

2.27 Procuring entity's Right to Vary quantities

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

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

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

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.29.3 The contract will be definitive upon its signature by the two parties.
- 2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30 Performance Security

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

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes to the Appendix to the Instructions to Tenderers

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

Appendix to instructions to Tenderers

The following information for procurement of leasing services 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: Original Motor Vehicle Manufacturers and Motor Vehicle Dealers. Documentary proof shall be required.
2.4	The address for requesting clarification is: The National Treasury Harambee Avenue 6th Floor, Room 619 P.O. Box 30007, Nairobi Tel: +254-20-2252299 Email: procurement@treasury.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">• Original Brochures and Catalogues.
2.12.2	The Tender Security shall be; Kenya Shillings Five Million Only (Kshs. 5,000,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the validity period.
2.13.1	The Tender validity period shall be 180 days.
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and Five (5) 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 and without any indication of the Name of the bidder. <ul style="list-style-type: none">• Technical Proposal – 1No. Original and 5 Copies• Financial Proposal – 1No. Original and 5 Copies Financial Proposal shall include: <ul style="list-style-type: none">○ Submit the required number of copies in the tender i.e. 1No. Original and Five (5)

	<p>Copies.</p> <ul style="list-style-type: none"> ○ Price schedule form duly filled, signed and stamped ○ Duly filled, signed and stamped Form of Tender <p>N/B: Bidders who indicate or attach their Financial Proposals in the Technical Proposals shall be treated as Non-Responsive and disqualified from further Evaluation.</p>																								
2.16.1	<p>Tender shall be submitted to The Principal Secretary, The National Treasury Harambee Avenue 6th Floor, Room 619 P.O. Box 30007, Nairobi</p> <p>The deadline for bid submission is: Date: Tuesday 17th November, 2020 Time: 11.00am local time</p>																								
2.19.1	<p>The Tender opening shall take place at: <i>The National Treasury Harambee Avenue, Nairobi - Kenya 6th Floor Conference Room,</i> Date: Tuesday 17th November, 2020 Time: 11.00am local time.</p> <p>Only the Technical Proposal will be opened on Tuesday 17th November, 2020 at 11.00 a.m. The opening of the Financial Proposal shall be communicated to bidders who shall qualify after the Technical Evaluation.</p>																								
2.20.1	<p>The Preliminary/Mandatory Evaluation:</p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered for further evaluation. Bidders must submit the following documents together with the Technical Proposal;</p> <p style="text-align: center;">Mandatory requirements</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S/No</th> <th style="width: 70%;">Item Description</th> <th style="width: 20%;">YES/NO</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Certified copy of Certificate of Incorporation or Certificate of Registration</td> <td></td> </tr> <tr> <td>2.</td> <td>Valid copy of Current Tax Compliance Certificate</td> <td></td> </tr> <tr> <td>3.</td> <td>Duly filled, signed and stamped Confidential Business Questionnaire</td> <td></td> </tr> <tr> <td>4.</td> <td>Certified copy of County Government Single Business Permit</td> <td></td> </tr> <tr> <td>5.</td> <td>Copy of current certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)</td> <td></td> </tr> <tr> <td>6.</td> <td>Original Bid Security of Kenya Shillings Five Million Only (Kshs. 5,000,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.</td> <td></td> </tr> <tr> <td>7.</td> <td>An Original Manufacturer's Authorization certificate specific to the</td> <td></td> </tr> </tbody> </table>	S/No	Item Description	YES/NO	1.	Certified copy of Certificate of Incorporation or Certificate of Registration		2.	Valid copy of Current Tax Compliance Certificate		3.	Duly filled, signed and stamped Confidential Business Questionnaire		4.	Certified copy of County Government Single Business Permit		5.	Copy of current certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date)		6.	Original Bid Security of Kenya Shillings Five Million Only (Kshs. 5,000,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.		7.	An Original Manufacturer's Authorization certificate specific to the	
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	vehicle on offer shall be submitted.	
8.	Duly filled, signed and stamped Pre Bid Conference Attendance Form	
9.	Must attach Original Brochures and Catalogues, for evaluation of technical specifications indicating the specific vehicle to be evaluated. Colored copies and photocopies shall not be allowed and shall lead to Non-Responsiveness. Firms which do not indicate the specific vehicles to be evaluated shall be considered non responsive.	
10.	Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by Public Procurement Review Authority (PPRA).	
11.	Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.	
12.	Original and “ Copies ” of the bid document must be sequentially paginated / serialized, including all attachments	
13.	Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document	
14.	Submit the required number of copies of the Technical Proposals i.e. One (1) Original and Five (5) Copies	
15.	Bidders must submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens.	
16.	Bidders must provide comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level.	

Bidders must submit the following documents together with the **Financial Proposal**;

1. Required number of copies in the tender i.e. **One (1) Original and Five (5) Copies.**
2. Duly Filled, Signed and Stamped Price Schedule Form
3. Duly filled, signed and stamped Form of Tender
4. The Financial Proposal both “**Original**” and “**Copies**” must be sequentially paginated / serialized, including attachments

NOTE:

1. All Copies to be certified by a Commissioner of Oaths.
2. The mandatory requirements No.15 and 16 forms part of the evaluation criteria and non-compliance shall lead to automatic disqualification
3. All bidders who participate in the pre bid conference shall be required to obtain a pre bid conference certificate duly authorized from the Supply Chain Management Unit, Treasury Building, Harambee Avenue, Nairobi, 6th Floor Room 619 on Wednesday 4th November, 2020 during official working hours. The Certificate shall be submitted alongside the Tender Document.

AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS

WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER

2.22.1

TECHNICAL EVALUATION

The maximum score shall be 100 %. A bidder scoring 75% or more will be considered Technically Responsive and will be considered for Financial Evaluation.

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

- i. Compliance to Technical Requirements
- ii. Commercial Evaluation

S/No.	Evaluation stage	Item description	Scores awarded (%)	Overall score (%)
1.	Compliance to Technical Requirements	Major Requirement	(Mandatory)	50%
		Minor Requirements	30%	
		Service Network	20%	
2.	Commercial Evaluation	Skills, Technological Transfer and Local content	30%	50%
		Innovation and improvement	10%	
		Company past experience	10%	

Bidders shall be considered responsive if they attain/surpass the minimum requirement of 75% from both Compliance to Technical requirements and Commercial Evaluation.

I. Compliance to Technical Requirements

i. Major and Minor deviations

The specifications of what is offered by each bidder will be examined for compliance with the tender specification requirements. The criteria adopted is that only **major** deviations to the specifications could make a bidder non-responsive but **minor** deviations would not, unless they are too many in which case the bidder drops too many points.

A Major deviation is an offer that does not meet requirements on performance of critical parameters, or one that would affect the performance of the product in a particular way, thus making it significantly less suitable for the intended purpose.

It can also be a shortfall in a certain parameter which may lead to a disadvantage to the user during certain critical operations.

But if the product can still perform the intended function as per user expectations and satisfaction in all situations without being less effective, less suitable or being disadvantageous, such deviation from specifications may be considered **minor**.

Evaluation on Detailed Technical Evaluation shall be done on a 2 stage process i.e. **Major Requirement (Mandatory) and Minor Requirements.**

In the first stage, the parameters which critically affect the performance of the vehicle will be picked and examined. These parameters have been indicated in the specifications as **mandatory**. Minimums which are critical will also be examined.

Non-compliance to any of these will be a **Major** deviation and shall lead to rejection of the offer as technically non-responsive.

The second stage is where the other parameters of the bidders offer will be examined for compliance to specifications. Deviation that may arise will be considered as **minor**. They will be rated/weighted on their effect on performance and shall lead to deduction of point(s) for every deviation.

Points apportioning per LOT for Minor Deviations.

Apportioning of total points for Compliance to Technical requirements (**Minor Requirements**) is different for different lots, and scoring will be on account of bidder's ability to prove compliance to requirements.

Lot 1: MTD-2558-045-20 HEAVY DUTY PICK UP, SINGLE CAB, 4x4, 2,900 -4,200cc DIESEL, WITH REAR SUPERSTRUCTURE AND CANVAS

	Description	Points
	1. Technical Compliance	
1.	Dimensions, weights and performance	8
2.	Engine	4
3.	Fuel consumption (combined), km/l <7 - 1 7-8 - 2 >8 - 4	4
4.	Clutch and transmission	5
5.	Brakes and tyres	6
6.	Suspension, Steering & Body	5
7.	Rear pick - up construction & equipment/accessories	11
8.	Body & finish	3
9.	Equipment	3
	Total points	49

Lot 2a. MTD-2559-047-20 -MEDIUM DUTY, OFF-ROAD VEHICLE, 4x4, 1,801-2,000cc, PETROL.

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	10
2.	Engine	8
3.	Fuel consumption (combined), km/l <10 - 1 10-14 - 2 >14 - 4	4
4.	Transmission	8
5.	Brakes and tyres	8
6.	Suspension and steering	8
7.	Station wagon	7
8.	Electrical system and instruments	6
9.	Equipment	8
	Total points	67

Lot 2b. MTD-2560-047-20 MEDIUM DUTY, 7 SEATER SUV, 4X4, 1801-2000CC PETROL.

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	12.5
2.	Engine	7.5
3.	Fuel consumption (combined), km/l <10 - 1 10-14 - 2 >14 - 4	4
4.	Transmission	0
5.	Brakes and tyres	12.5
6.	Suspension and steering	7.5
7.	Station wagon	7.5
8.	Electrical system and instruments	7.5
9.	Equipment	8
	Total points	67

Lot 3a. MTD-2573-047-20 LIGHT DUTY, 5 SEATER SUV, 1301 - 1600cc, PETROL.

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	8
2.	Engine	6
3.	Fuel consumption (combined), km/l <13 - 1 13-16 - 2 >16 - 4	4
4.	Transmission	11

5.	Brakes and tyres	9
6.	Suspension and steering	8
7.	Station wagon	9
8.	Electrical system and instruments	6
9.	Equipment	6
	Total points	67

Lot 3b. MTD-2583-047-20 - MEDIUM DUTY, 5 SEATER SUV, 1601-1800CC PETROL

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	12.5
2.	Engine	7.5
3.	Fuel consumption (combined), km/l <10 - 1 10-14 - 2 >14 - 4	4
4.	Transmission	2.5
5.	Brakes and tyres	12.5
6.	Suspension and steering	7.5
7.	Station wagon	5
8.	Electrical system and instruments	7.5
9.	Equipment	8
	Total points	67

Lot 4a. MTD-2200-012-20- 7 - 8 TON TRUCK, 4x4, WITH SUPERSTRUCTURE & CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions and weights	8
2.	Engine	6
3.	Clutch and transmission	6
4.	Fuel consumption (combined), km/l <4 - 1 4-6 - 2 >6 - 4	4
5.	Brakes, tyres and suspension	6
6.	Steering, control and cab	8
7.	Electrical system and instruments	6
8.	Equipment etc	8
9.	Body dimensions	0
10.	Body construction	6
	Total points	58

Lot 4b. - MTD-2561-014-20- MEDIUM DUTY, 4 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions and weights	8
2.	Engine	10
3.	Fuel consumption (combined), km/l <6 - 1 6-8 - 2 >8 - 4	4
4.	Clutch and transmission	8
5.	Brakes, tyres and suspension	10
6.	Steering, control and cab	8
7.	Electrical system and instruments	6
8.	Equipment etc.	4
9.	Body construction	8
	Total	66

Lot 4c. MTD-2562-014-20 -LIGHT DUTY 3 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions and weights	8
2.	Engine	10
3.	Fuel consumption (combined), km/l <6 - 1 6-8 - 2 >8 - 4	4
4.	Clutch and transmission	8
5.	Brakes, tyres and suspension	10
6.	Steering, control and cab	8
7.	Electrical system and instruments	6
8.	Equipment etc.	4
9.	Body construction	8
	Total points	66

Lot 5. MTD-2563-401-20 - HEAVY DUTY B.L.S. AMBULANCE, 4WD

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	8
2.	Engine	4
3.	Fuel consumption (combined), km/l <7 - 1 7-8 - 2	4

	>8 - 4	
4.	Clutch and transmission	4
5.	Brakes and tyres	2
6.	Suspension, Steering & Body	6
7.	Rear compartment & medical equipment	30
8.	Other equipment	4
	Total points	62

Lot 6a. MTD-2565-045-20- MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 - 2500cc DIESEL WITH SUPERSTRUCTURE & CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	8
2.	Engine	6
3.	Fuel consumption (combined), km/l <9 - 1 9-11 - 2 >11 - 4	4
4.	Transmission system	4
5.	Brakes and tyres	4
6.	Suspension, steering & body	8
7.	Rear pick - up construction & equipment/accessories	15
8.	Equipment	6
	Total points	55

Lot 6b. MTD-2566-045-20 -MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2500 cc DIESEL

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	12.5
2.	Engine	7.5
3.	Fuel consumption (combined), km/l <9 - 1 9-11 - 2 >11 - 4	4
4.	Transmission system	5
5.	Brakes and tyres	5
6.	Suspension, Steering & Body	12.5
7.	Rear pick - up construction & equipment/accessories	6
8.	Equipment	2.5

Total points	55
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Lot 7. MTD-2568-047-20- HEAVY DUTY, UTILITY VEHICLE, 4x4, 5 SEATER, 2001-2500cc, DIESEL.

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	10
2.	Engine	8
3.	Fuel consumption (combined), km/l <7 - 1 7-8 - 2 >8 - 4	4
4.	Transmission	2
5.	Brakes and tyres	11
6.	Suspension and steering	8
7.	Station wagon	11
8.	Electrical system and instruments	6
9.	Equipment	8
	Total points	68

Lot 8a. MTD-2570-045-20- LIGHT DUTY SINGLE CAB PICK UP, 4x4, 1,900- 2,500cc, DIESEL, WITH SUPERSTRUCTURE & CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	9
2.	Engine	9
3.	Fuel consumption (combined), km/l <9 - 1 9-11 - 2 >11 - 4	4
4.	Clutch and transmission	6
5.	Brakes and tyres	8
6.	Suspension, Steering & Body	12
7.	Rear pick - up construction & equipment/accessories	13
8.	Equipment	3
	Total (Marks / Percentage)	64

Lot 8b. MTD-2569-045-20- MEDIUM DUTY PICK UP, SINGLE CAB, 4x4, 2,200-3,000cc DIESEL, WITH SUPERSTRUCTURE & CANVAS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions, weights and performance	10
2.	Engine	8
3.	Fuel consumption (combined), km/l <9 - 1 9-11 - 2 >11 - 4	4
4.	Clutch and transmission	4
5.	Brakes and tyres	4
6.	Suspension, Steering & Body	9
7.	Rear pick - up construction & equipment/accessories	10
8.	Equipment	6
	Total	55

Lot 9: MTD-1463-048-20- HEAVY DUTY UTILITY PASSENGER VEHICLE 4x4, L.W.B., 2,900 -4,200cc DIESEL.

	Description	Points
	2. Technical Compliance	
1.	Dimensions, weights and performance	2
2.	Engine	7
3.	Fuel consumption (combined), km/l <7 - 1 7-8 - 2 >8 - 4	4
4.	Clutch and transmission	6
5.	Brakes and tyres	6
6.	Suspension, Steering	5
7.	Station wagon	3
8.	body & finish	4
9.	Electrical system & instruments	4
10.	Equipment	6
11.	Other items/equipment	2
	Total points	49

Lot .10a. MTD-2572-040-20- 62 SEATER SEMI-LUXURY BUS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions and weights (built bus)	8
2.	Engine	7
3.	Fuel consumption (combined), km/l <4 - 1 4-6 - 2 >6 - 4	4
4.	Clutch and transmission	6
5.	Brakes and tyres	8
6.	Electrical system and instruments	8
7.	Equipment (accessories) etc	4
8.	Body construction.	8
9.	Doors, seats, windows, body finishing etc.	8
10.	Electrical system, accessories etc	7
	Total	68

Lot 10b: MTD-2202-040-20- MINIBUS, 30-35 PASSENGERS

	Description	Marks
	1. Technical Compliance	
1.	Dimensions and weights (built bus)	8
2.	Engine	10
3.	Fuel consumption (combined), km/l <6 - 1 6-8 - 2 >8 - 4	4
4.	Clutch and transmission	6
5.	Brakes and tyres	8
6.	Electrical system and instruments	8
7.	Equipment (accessories) etc	4
8.	Body construction.	7
9.	Doors, seats, windows, body finishing etc.	7
10.	Electrical system, accessories etc	6
	Total (Marks / Percentage)	46

ii. Service Networks

Tenderers are required to have a minimum number of outlets in the country which offer certain level of services for smooth running of the lease program.

The requirement are as follows;

a. Main branches

Requirement is to have 5 main branches which will provide normal service to leased vehicles in areas around the center, and also act as ‘referral centers’ offering major repairs of vehicles in surrounding regions. These surrounding regions might be having a dealership offering a

lower level of maintenance, which might not include major repairs.

These main branches can be either owned or be contracted, and are required to be spread throughout the country in at least the following towns or their environs;

- i. Nairobi
- ii. Mombasa
- iii. Kisumu
- iv. Eldoret
- v. Nakuru
- vi. Meru
- vii. Kitale
- viii. Lodwar

These centers are expected to offer the following services:

- i. Normal vehicle service (minor, medium, major) as per manufacturer service schedule
- ii. Major repairs and overhauls on all vehicle systems (engine, transmission, brakes, suspension, electrical, electronics etc)
- iii. Be able to handle tyre changes, wheel balancing, wheel alignment
- iv. Have a well-stocked spares and components.

Bidders are required to provide list of these centers and proof of ability to offer ALL these activities in ALL the required areas by indicating particulars of every center in terms of workshop size, infrastructure, equipment, personnel.

Required attachments would be sketch of workshop layout, photographs of workshop and equipment, organograms with list and CVs indicating qualifications of personnel, business permits, etc.

For outsourced centers, attach similar attachments and also attach copies of contracts which would indicate the level of service the contractor can offer.

b. Other branches/dealerships

Requirement is to have centers which will serve the following areas

- i. Lower eastern region covering Mwingi, Kitui, Makueni area
- ii. Lower western region covering Kisii, Migori, Homa Bay area
- iii. Central region covering Nyeri, Embu, Nanyuki, Isiolo areas
- iv. Tsavo region covering Voi, Taveta, Mtito Andei, Kibwezi

These outlets can be either owned or be contracted and should be able to offer the following services:

- i. Normal vehicle service (minor, medium, major) as per manufacturer service schedule
- ii. Diagnosis and normal repairs (nor necessarily overhauls) on all vehicle systems particularly brakes, suspension, electrical, steering)
- iii. Be able to handle tyre changes, wheel balancing, wheel alignment
- iv. Have a stock of basic spares like brakes, bushes, tie rods, filters, ball joints etc.

Bidders are required to provide list of these centers and proof of ability to offer ALL these activities in ALL the required areas by indicating particulars of every center in terms of

workshop size, infrastructure, equipment, personnel.

Required attachments would be sketch of workshop layout, photographs of workshop and equipment, organograms with list and CVs indicating qualifications of personnel, business permits, etc.

For outsourced centers, attach similar attachments and also attach copies of contracts which would indicate the level of service the contractor can offer.

c. Service & maintenance plan for Arid/Semi-arid areas

These areas are the regions which are vast in area but thinly populated. It might not be possible for a vehicle dealer to set up service centers, but on the other hand, leased vehicles should not travel long distances for service since the high mileage accumulated will increase service times and also increase vehicle unavailability.

The areas are divided into the following regions;

- i. Upper north eastern, covering Wajir, Mandera, El Wak areas
- ii. Upper North, covering Marsabit, North Hor, Moyale, Laisamis, Banya areas.
- iii. Upper Coast, covering Hola, Garsen, Lamu, Kiunga areas
- iv. Lower Rift, covering Mararal, Baragoi.
- v. Upper Rift, covering kapenguria, Lodwar, Lokichogio, Lokichor
- vi. Lower North eastern, covering Garissa, Liboi, Modogashi

The service plan can be by outsourcing local workshops, mobile workshop services, partnerships, training or any other means the dealer might find workable.

The plan should enable the client get the following services:

- i. Normal vehicle service (minor, medium, major) as per manufacturer service schedule
- ii. Diagnosis and basic repairs on all vehicle systems particularly brakes, suspension, electrical, steering)
- iii. Be able to handle tyre changes, wheel balancing, wheel alignment
- iv. Have a stock of basic spares like brakes, bushes, tie rods, filters, ball joints etc.

The tenderers are supposed to comprehensively document his plan/proposal on how vehicles in these regions will be timely serviced and without travelling long distances nor inconveniencing the user. A maximum of 150Kms to and from the service station.

Required information would be workshop size, workshop infrastructure, workshop equipment, workshop personnel, logistical arrangements and a map showing locations of the service centers.

Attach supporting documents like sketch of workshop layout, photographs of workshop and equipment, organograms with list and qualifications of personnel, business permits, etc.

For outsourced centers, attach similar attachments and also copies of contracts which would

indicate the level of service the contractor can offer.

S/No	Description	Detailed requirement	Scores (%)
1.	Service Networks	Main branches	5
		Other branches/dealerships	5
		Service plan for ASA areas	10
	Total (%)		20

II. COMMERCIAL EVALUATION

A. Skills, Technological Transfer and Local content

The objective of the lease programme is to support the motor industry in terms of creating opportunities for local industries by way of forward or backward linkages. In promoting local assembly of vehicles in the country, the Government has provided incentives to motor dealers through waivers, in return the industry players have obligation to deliver on the objectives attached to the incentives. During the period of the lease, the implementation of the objectives will be monitored on a quarterly basis and each bidder is expected to highlight through a well detailed proposal on how they intend to achieve improvement beyond the baseline figures provided.

Objectives are anchored in delivering key growth pillars namely;

- i. Job Creation-Tenderers are expected to demonstrate how they shall contribute to job creation in the industry and the economy at large during the period under review
- ii. Empowerment of Youth, Women & Persons with Disabilities through sub-contracting of services and works (Economic Empowerment) and skills transfer
Bidders are expected to demonstrate how the technological skills and knowledge transfer shall be achieved in the industry during the contract period. A detailed plan with the clear targets that are measurable and quantifiable that the bidder commits to achieve within the industry in particular and the economy in general shall be required. This may include but not limited to the following: -
 - Investment in setting up of assembly plants/production lines (those with already existing plants should demonstrate such linkages in the economy and projected capacities or capabilities.
 - Training – Internship, specialized training, partnership with TVETS, local garages etc
 - Bidders are encouraged to provide a plan that representative of the diversity of our nation and that targets a wider or nation network.
 - Support to TVET and other related institutions in the industry, both formal or informal e.g driving schools etc
- iii. Purchase of locally produced/sourced products- In order to grow the manufacturing sector, there is need for increased purchase of locally produced goods and services by both the Public and Private sectors. “**The Buy Kenya - Build Kenya Strategy**” is aimed giving preference for Kenyan goods and services as a means of supporting the domestic economy. This Buy Kenya - Build Kenya Strategy, therefore, provides not only a road map but also a suitable framework to stimulate Kenya’s economy by

strongly encouraging public and private sector expenditure that supports goods and services produced locally.

- iv. Development of capacity and tertiary institution levels

Bidders should actively seek and work with **Youth, Women, Persons with Disabilities and Local Partners and MSMEs** to encourage local content, skills transfer and capacity building at all stages in the lifecycle of leased motor vehicles Phase VI

a. Bidder's Disclosure(s) of Local Content and forward and backward linkages

Bidders shall disclose, in sufficient detail to enable the Procuring Entity to ascertain a broad local content percentage, the items and goods and services that shall be sourced locally so as to create strong backward and forward linkages between motor vehicle dealers and local enterprises including SMEs. These shall include disclosures on the use of locally available labor and supporting local garages, use of local textiles and furniture enterprises. The Procuring Entity explicitly seeks to promote, 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, shall form part of the evaluation criteria and will assist the Procuring Entity to extend and widen solution to other Public Entities.

b. Monitoring & Evaluation

To meet the GOK lease program objectives, the bidders shall have to demonstrate that they are adhering to passing the benefits of the leasing services to the local economy. The service centers that will carry out the maintenance of the units must have the following among others:

- Adequate tooling and equipment sourced from local distributors.
- Employ/ engage trained technicians from NYS, or TVET institutions.
- Training and skills upgrade calendar for each of the technicians per site. This shall form part of the quarterly or bi annual M & E conducted by the procuring entity.

The Procuring Entity shall undertake Monitoring and Evaluation on the centres/commitments made/proposed on quarterly basis in the 1st year and bi-annually in the remaining three years of the lease period. The cost of undertaking the exercise has been provided in the price schedule under the Provisional Sums and to be paid by the successful bidders and reimbursements made on actual expenditure incurred.

NB:(Oil / fuel marketing partnerships (petrol stations) are not recognized as service centers).

B. Innovations and improvements

Innovation and continuous improvement. Bidders are required to provide any other innovation, improvements of the leasing programme that may steer economic growth in the industry in particular and other sectors of the economy in all the 47 counties in support of **Vision 2030**.

Tenderers are encouraged to provide/propose solutions which are quantifiable, measurable, specific and achievable within the set timelines during the leasing period.

C. Company Experience

This takes into account the past experience of the company in leasing programs in the country both in the Public and Private sector.

S/ No		Description	Detailed requirement	Scores								
1.	Skills and Technological Transfer-Empowerment of Youth, Women & persons with disabilities	Indicate the ownership of the plant	Proof of ownership of the assembly plant. Attach Lease agreement/ title deeds, utility bills Wholly owned by Kenyan citizen 100% (3marks) More than50% <100% (2 marks) <50% (1 mark)	3								
			Percentage of local content in the assembly line and list of locally sourced/ manufactured items.	1								
		Technological, Skills and Knowledge transfer	Submit a training plan including courses to be offered for Specialized Training and Internships.	3								
			Specialized Training; Twice a year for a period not less than One (1) Month for at least 2 Pax per county. Attach a commitment letter									
			Period of Internship for informal sector/Garages(Juakali) – for 3 months each year for at least 3 Pax per County. Attach a commitment letter									
		Proposed support to TVETs/ Driving schools	At least 2 No. student’s attachment per county per year. Attach a commitment letter.	2								
Plans for donation of workshop tools / equipment / parts / engines for training. Attach a commitment letter indicating the No. of tools / equipment / parts / engines to be donated for training.												
<table border="1"> <thead> <tr> <th>measure</th> <th>Minimum requirement</th> <th>Y1</th> <th>Y2</th> <th>Y3</th> <th>Y4</th> </tr> </thead> <tbody> <tr> <td>support to TVET</td> <td>Donation of equipment to technical institutions</td> <td>1</td> <td>3</td> <td>5</td> <td>10</td> </tr> </tbody> </table>	measure		Minimum requirement		Y1	Y2	Y3	Y4	support to TVET	Donation of equipment to technical institutions	1	3
measure	Minimum requirement	Y1	Y2	Y3	Y4							
support to TVET	Donation of equipment to technical institutions	1	3	5	10							
Key: Year 1: 1 No. Institution Year 2: 3 No. Institutions Year 3: 5 No. Institutions Year 4: 10 No. Institutions												

			Demonstrate how the firm will support driving schools and partnering with Government institutions including NTSA to create awareness in road safety and offering First Aid training	1												
2.	Employment and Job creation/ Empowerment through sub-contracting of services and works (Economic Empowerment)	Demonstrate how the motor vehicle dealers/ manufacturers are going to transition by supporting of the local industry in ensuring that by the end of the lease period at least 40% of the materials that go into the assembly line are manufactured/p roduced or sourced from local industries. This may include setting up of subsidiary production lines for production of local materials to support the industry	<ul style="list-style-type: none"> • Provide transition plan on how the firm shall support the local industry during the leasing period to achieve at least 40% local content in the production/assembly of the vehicles offered • Submit a local content plan including materials that will go into the assembly line e.g. batteries, upholstery, tyres, windscreen, window glasses, bushes, steering rack, brake pads, springs, wiper blades, seat belts, shocks etc. Provide agreements/contracts with local producers • Commitment that 40% of the materials shall be manufactured or sourced locally • Number of subsidiary production lines to be set up for production of local materials to support the industry during the leasing period • Strategic Partnership with other Government institutions like Numerical Machine Complex may be an option. 	2												
		Demonstrate how partnering with local garages shall elevate the beneficiary to the next level of upgrade/status after the Four (4) year period	<ul style="list-style-type: none"> • Provide a list of local garages approved by Chief Mechanical and Transport Engineer (CM &TE) in each county that the firm anticipates to upgrade each year per county. • Provide timelines on how the partnering local garages shall be upgraded in each year. • Provide the progressive status each local garage will achieve by the end of the 4th year with a detailed plan of action. 	2												
		Demonstrate the percentage of Business that will be given to the	<table border="1"> <thead> <tr> <th>Measure</th> <th>Requirement</th> <th>Y1</th> <th>Y2</th> <th>Y3</th> <th>Y4</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Measure	Requirement	Y1	Y2	Y3	Y4							4
Measure	Requirement	Y1	Y2	Y3	Y4											

		<p>local garages in terms of;</p> <ul style="list-style-type: none"> • Labour Cost • Fabrication • Paint Works • Etc <p><i>The percentage of business may not necessarily be tied to the lease agreement but to the general business in the industry.</i></p>	<table border="1"> <tr> <td>Main garages outside Nairobi</td> <td>5</td> <td>5</td> <td>8</td> <td>10</td> <td>15</td> <td></td> </tr> <tr> <td>Other service centers contracted</td> <td>7</td> <td>7</td> <td>10</td> <td>15</td> <td>20</td> <td></td> </tr> <tr> <td>No. of technicians per site</td> <td>3</td> <td>5</td> <td>5</td> <td>8</td> <td>10</td> <td></td> </tr> <tr> <td>Support to SME's, Youth, Women and PWD in terms of contracts awarded to them, training, etc.</td> <td>≥50% all the counties</td> <td>specify</td> <td>specify</td> <td>specify</td> <td>specify</td> <td></td> </tr> </table> <p>NB: Provide a commitment letter on the percentage of business that will be given to local garages.</p>	Main garages outside Nairobi	5	5	8	10	15		Other service centers contracted	7	7	10	15	20		No. of technicians per site	3	5	5	8	10		Support to SME's, Youth, Women and PWD in terms of contracts awarded to them, training, etc.	≥50% all the counties	specify	specify	specify	specify		
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Support to SME's, Youth, Women and PWD in terms of contracts awarded to them, training, etc.	≥50% all the counties	specify	specify	specify	specify																											
		<p>Demonstrate how the firm intends to offer and support the Community through Corporate Social Responsibility (CSR).</p> <p>Provide the value of CSR as a percentage of the total profit the firm shall offer to the Community.</p>	<ul style="list-style-type: none"> • Provide list of projects anticipated to be covered under the Corporate Social Responsibility to benefit communities with values thereof per project. The same should target Youth, Women and Persons with Disabilities (PWDs) e.g. establishment of training academies • Provide Corporate Social Responsibility plan for the leasing period with clear timelines and attendant activities 	2																												
3.	Local Content - Purchase of locally produced/sourced products	Percentage projection of the local materials that shall be used in the production or assembly line required	<table border="1"> <thead> <tr> <th>Years</th> <th>Type of Local Materials/ Items</th> <th>% of materials to the value of the Vehicle</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td></td> <td></td> </tr> <tr> <td>Year 2</td> <td></td> <td></td> </tr> </tbody> </table>	Years	Type of Local Materials/ Items	% of materials to the value of the Vehicle	Year 1			Year 2			10																			
Years	Type of Local Materials/ Items	% of materials to the value of the Vehicle																														
Year 1																																
Year 2																																

		during the period. Proof of partnership with local industries like batteries, tyres, upholstery fasteners, brake pads etc	Year 3			
			Year 4			
	4.	Past experience in leasing Programme	Company Experience and financial capability	<ul style="list-style-type: none"> • Provide at least Three (3) contracts of similar scope, nature and value for the past Five (5) years. Submit orders, contracts etc – 3 Marks • Provide Three (3) recommendation letters for satisfactory performance. At least One (1) reference letter must be from the Public Sector for the last Three (3) years. – 3 Marks • Average Annual Turnover: Minimum average annual turnover of Kenya Shillings One Hundred Million (Ksh. 100 million) per year within the last Three (3) years (Attach audited account for the last Three (3) years. – 2 Marks • Financial Resources: The Tenderer must demonstrate availability of liquid assets. – 2 Marks <p>Liquidity ratio (Current Assets / Current Liabilities).</p> <p>Liquidity ratio equal to 20% (2 mark) Liquidity ratio below 20% (0 marks)</p>		10
	5.	Innovations and continuous improvements	Bidders are required to provide any other innovation/inventions, improvements of the leasing programme.	<ul style="list-style-type: none"> • Provide any other innovations/inventions, improvements of the leasing programme that may steer economic growth in the industry in particular and other sectors of the economy in all the 47 counties to support Buy Kenya Build Kenya and Vision 2030. • Solutions should be quantifiable, measurable, specific and achievable within the set timelines during the leasing period 		10
				Total		50
2.24	<p>Post – qualification shall “May be undertaken” YES</p> <p>The Procuring Entity/user may perform due diligence to the bidder’s premises and the reference sites given by the bidder to confirm the existence and work environment</p>					

	(For the Lowest Technically Responsive bidder).
2.25.1	<p>Award Criteria: the Bidder with the highest combined Technical and Financial scores</p> <p>While bidders can bid for all LOTS, no single firm shall be awarded more than One (1 No.) Item in the following LOTS. If only Two (2 No.) bidders are responsive in a lot with three items, the bidder with the highest technical and financial scores will be considered for Two (2 No) Items.</p> <ul style="list-style-type: none"> i. LOT 2a & 2b. ii. LOT 3a & 3b iii. LOT 4a,4b & 4c iv. LOT 6a & 6b v. LOT 8a & 8b vi. LOT 10a & 10b <p>Award Criteria: Award will be on LOT basis</p> <p>Bidders shall be awarded a maximum of One (1) Item Per LOT. In case only One (1) bidder is responsive in a LOT then all the Items in that LOT will be awarded to the responsive bidder.</p> <p>The formulae for determining the Financial Score (Sf) is as follows: -</p> <p><i>(Sf = 100 X ^{FM}/F where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration or another proportional linear formula)</i></p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T= 0.75 P=0.25</p>
2.30.1	<p>Particulars of performance security if applicable. - 10% of the contract sum from a reputable a reputable financial institution for the duration of the lease term.</p> <p>** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the training calendar/commitment made as presented during the tendering process. Non-compliance report from the M & E team will be the basis used by the procuring entity to recall the bond.</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 procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- c. “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- d. “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- e. “GCC” means the General Conditions of Contract
- f. “SCC” means the Special Conditions of Contract
- g. “Day” means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

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

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

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

- (a) Cash.
- (b) A bank guarantee.
- (c) A letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7 Delivery of services and Documents

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

3.8 Payment

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

3.8.2 Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9 Prices

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

- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

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

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

3.12. Termination for insolvency

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

3.13. Termination for convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's

convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract

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

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 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 a reputable financial institution for the duration of the lease term. ** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the training calendar/commitment made as presented during the tendering process. Non- compliance report from the M & E team will be the basis used by the procuring entity to recall the bond.
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
3.14	Resolution of Disputes- Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration.
3.16.1	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary National Treasury P.O. Box 30007 -00100 Nairobi

- 4.1 Contracts shall be drawn between the bidder who have quoted / submitted its bid and The National Treasury and Planning, and not any sub agent and/or financiers.
- 4.2 All invoice payments shall be made to the bidder who submitted its bid and not any sub agent and/or financiers.
- 4.3 Delivery period shall be 90 days from date of contract signing, failure of which the performance bond shall be forfeited.
- 4.4 Bidders who shall fail to meet their set targets in their proposal shall on the 1st instance forfeit the performance bond and in the 2nd instance lead to Termination of the contract

The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T).

Monitoring & Evaluation

To meet the GOK lease program objectives, the bidders shall have to demonstrate that they are adhering to passing the benefits of the leasing services to the local economy. The service centers that will carry out the maintenance of the units must have the following among others:

- Adequate tooling and equipment sourced from local distributors.
- Employ/ engage trained technicians from NYS, or TVET institutions.
- Training and skills upgrade calendar for each of the technicians per site. This shall form part of the quarterly or bi annual M&E conducted by the procuring entity.

The Procuring Entity shall undertake Monitoring and Evaluation on the centres/commitments made/proposed on quarterly basis in the 1st year and bi-annually in the remaining three years of the lease period. The cost of undertaking the exercise has been provided in the price schedule under the Provisional Sums and to be paid by the successful bidders and reimbursements made on actual expenditure incurred.

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

LEASING OF MOTOR VEHICLES PHASE VI

PART A: GENERAL DEFINITIONS

- 1) For purposes of this Section and appendices to this tender the following definitions shall apply.
 - a) “**Agreement**” means the Proposed Lease Contracts to be entered into under this tender including a **Master Lease** and all its **Schedules** and **appendixes**.
 - b) “**Bidder or Lessor**” means the vehicle manufacturers and Motor Vehicle dealers who respond to the tender for leasing of Motor Vehicles for National Government Administration, National Police Service and Kenya Prisons Services and in particular shall include Lessors, offering their Leasing services directly to the Procuring Entity/ User Entity or contractually through vehicle manufacturers, suppliers, dealers, banks, financiers and insurers.
 - c) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
 - d) “**Delivery Note**” has the meaning ascribed to it under the Master Lease or at Clause 19.
 - e) “**Government Representative**” means the Accounting Officer(s) of the Procuring Entity, Ministry of Interior & Coordination of National Government and State Department of Correctional Services as the User Entities, the Government’s Chief Mechanical And Transport Engineer (CM&TE), or their representative(s) authorized in writing for the purpose of the Leasing of Motor Vehicles including the Lease Management Unit established by the Procuring Entity and or the User Entity.
 - f) “**Lease Term**” means, in respect of any Master Lease Agreement and Rental Contract, 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 4 years** from the “**Lease Commencement Date**”.
 - h) “**Procuring Entity**” means the National Treasury, acting for the National Government Administration, National Police Service and Kenya Prisons Services, the ordering entity on behalf of the Government of Kenya, which has primary responsibility for issuing this

tender and ensuring compliance with all terms and conditions of lease contracts concluded subject to this Tender.

- i) **“Total Loss”** means an actual or constructive or arranged total loss as a result of the Vehicles being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair.

PART B: PURPOSE

Policy Objectives of Procuring Entity

- 1) Bidders should take cognizance of, and abide by, the Procuring Entity’s stated policy and development goals relating to the Leasing of Motor Vehicles for the National Government Administration, National Police Service and Kenya Prisons Services.
- 2) For purposes of the proposed leasing of 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 fleet to improve service delivery and efficiencies; **lower total costs of transport services and optimize vehicle usage**; develop the domestic vehicle and leasing industries; and in particular to increase local content and value additions. These policy goals include minimizing the proliferation of vehicles **Types/Makes/Models** to reduce service and maintenance costs for leased and owned assets and favoring acquisition/use of vehicles **fit for the intended purposes and terrains/ regions** to which User Entity will deploy them.
- 3) The Procuring Entity shall undertake Monitoring and Evaluation on the proposal given on the local content and transfer of technology by the bidders on quarterly basis for the 1st year and bi-annually in the remaining three years of the lease period. The cost of undertaking the exercise shall be borne by the bidder as indicated in the price schedule under the Provisional Sums.

PART C: LEASE CONTRACTS AND CONCESSIONS

Grant of Lease Concession and Access to Leased Vehicles and Assets

- 4) 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 vehicles supplied under leasing subject to all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases including in respect of security and or special access restrictions imposed by the **Procuring Entity and or the User Entity on security, operational, legal and regulatory reasons.**

Acceptance of Lease Concession and Access to Leased 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 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

- 5) Bidders undertake to accept that the Master lease Agreement, and all schedules entered into thereto, shall cover all the leased vehicles referred to in the schedule attached to the Master Lease Agreement signed by the Parties to the Master Lease Agreement

Approved User

- 6) The Procuring Entity designates the National Government Administration, National Police Service and Kenya Prisons Services as the User Entity under this tender and any lease contracts that may be subsequently entered into herein.

The National Government Administration, National Police Service and Kenya Prisons Services represented by the Office Principal Secretary, Office of the Inspector General and Commissioner General of Prisons respectively and their Authorized representatives, designated under this tender as the Approved Users.

Eligible Users

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

Approved Vehicles

- 8) The Procuring Entity has set out the Approved Vehicles in the Schedule of Vehicle Specifications.

Warranties by the Lessor Company and Vehicle Dealers

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

PART D: NEW VEHICLES AND THE LEASING BUSINESS

Vehicle Orders

- 10) The Government reserves the right to determine the numbers of 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 Vehicles

- 11) All vehicles, makes and models offered and supplied under this tender shall be **New 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 Vehicles

- 12) All deliveries shall be made in accordance with the **Schedule of Vehicle Deliveries** at such official locations, offices, dates and times as the **Procuring Entity/User Entity** shall specify or request in writing. The delivery period shall be maximum of Ninety (90) days from the date of contract signing.

Contents of Vehicle Orders

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

Cancellation of Orders

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

Notification and Orders

- 15) The successful Bidders as Lessors and or vehicle dealers shall notify the Government Representative or the Lease Management Unit established by the Procuring Entity and User

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 Contract.

Accessories and Specification of Accessories

- 16) Bidders shall endeavor to adhere strictly to the Schedule of Vehicles Specifications and Requirements and deliver at all times the standard vehicle 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 and gadgets.
- 17) Accessories, special bodies/cabins, and special operational, communications and security equipment 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 Contract, as agreed with successful Bidders.
- 18) 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 and gadgets which would otherwise not form part of the standard 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 vehicles in the course of its work.

Delivery of New Vehicles

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

Replacement of Leased Vehicles during lease term

- 20) Bidders will be required to replace, within targets agreed **in Leased Vehicle Service Level Agreements**, leased 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 vehicles. Nothing shall preclude Bidders offering appropriate vehicles on hire/ rental as replacements for leased vehicles over the duration of such downtime by prior arrangements with the Procuring Entity.

Delivery of Replacement Vehicles

- 21) Allocation and return of replacement vehicles during the lease term shall be deemed to be operational matters to be handled by the Chief Mechanical and Transport Engineer (CM&TE) or his Approved Representative(s).

Return of Leased Vehicles at End of Lease Term

- 22) Bidders will be responsible for collecting and taking delivery of leased 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 vehicles by Lessors/Vehicle Dealers at End of Lease Term shall give first preference to operational and staff the National Treasury, the National Government Administration, National Police Service and Kenya Prisons Services upon expiry of the lease period. This shall enhance the morale of the officers and also ensure that the vehicles are handled with greater care during the lease period.

- 23) Bidders will be entitled to sell, lease or dispose of leased vehicles on expiry of the lease periods, subject to the **Procuring Entity and or the User 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 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 Variations

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

Eligible Users

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

PART E: INSURANCE OF LEASED VEHICLES

Insurance – All Leased Vehicles MUST Be Insured

- 26) Bidders shall insure all leased Vehicles against **All Risks** on a **Comprehensive Motor /Commercial Policy Without Excess Or Restriction**, at all times for the full duration of the lease terms, for an amount equal to its **Full Replacement Value**; with such **Comprehensive Motor /Commercial Policy** including cover against fire, damage, theft and accident
- 27) Bidders shall insure leased vehicles with **Reputable Insurer(s)/Entities** approved by the **Procuring Entity** and shall provide proof, to the satisfaction of the **Procuring Entity** prior to delivery of leased vehicles, that adequate insurance has been obtained in accordance with the provisions of above clause 26
- 28) 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.
- 29) The insurance policies on leased vehicles shall form part of the lease contract(s) and shall include the **Procuring Entity 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 vehicles.

Insurance premiums and Excess

- 30) 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.
- 31) Bidders shall pay insurance premiums, excess and administrative costs relating to insurance of leased 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 vehicles.

Total Loss

- 32) In the event of the occurrence of a Total Loss of a Vehicle, the leasing of such Vehicle 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)

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

PART F: IDENTIFICATION, MARKINGS, LICENSES AND INSPECTIONS

Vehicle Identification and Markings

- 34) Bidders agree that leased vehicles shall bear markings and colors determined by the **Procuring Entity and the User Entity**, including “GK” number plates, Civilian number plates for “Unmarked” cars, official Logos and Specific Colors chosen by **the User Entity** including the National Government Administration, National Police Service and Kenya Prisons Services Colors.
- 35) 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 vehicles** by Bidders/ Lessors.

Licenses, Permits and Inspections

- 36) 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.
- 37) Bidders will be required to:
- a) Bear the cost of repairs to hardware and vehicles during delivery, installation and testing of leased vehicles and
 - b) Bear the risk of loss with respect to equipment 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**.
- 38) 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

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

PART H: LEASE PRICING, FINANCING AND PAYMENTS

Lease Installments and Payments

- 40) Bidders accept that the **Procuring Entity and or the User Entity**'s liability to make periodic lease payments for each leased Vehicle shall accrue from the Commencement Date.
- 41) 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.
- 42) 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.
- 43) 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

- 44) Bidders undertake to ensure that periodic lease payments remain fixed over the duration of the lease period.
- 45) 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 Vehicles

- 46) 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, payment to associated local partners like garages, workshop etc.

Acquisition of additional vehicles under similar terms and conditions

- 47) The Procuring Entity and or the User Entity requires that if throughout the proposed leasing contract(s), the entities wish to lease additional 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.
- 48) 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 vehicles (as specified under clause 47) under the same lease terms and conditions as in the master lease agreement.

Lease Term(s)

- 49) 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 4 years as a minimum.

Extensions of Lease Term(s)

- 50) The **Procuring Entity and or the User Entity** reserves the right, and Bidders agree, to add additional vehicles during the term of lease agreements, and upon expiry of lease terms, to exercise the option to extend the lease agreements for a maximum period of three (3) 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.
- 51) 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 (3) years in one (1) year increments of lease terms.
- 52) Prices must remain valid and in effect for the Standard Primary Lease Term which shall be 4 years, and or the usage **of a minimum of 100,000 kilometers and a maximum of 160,000 kilometers, whichever comes first**, or such other period and Mileage as may be specified in the Masterlease Agreement, in particular for medium to heavy Commercial vehicles.

Price Increases during Lease Term

- 53) The **Procuring Entity and or the User Entity** will not expect or permit price increases for the vehicle 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.
- 54) 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 vehicles, equipment and components; or new technologies.

Freight Charges and Delivery Destination Charges

- 55) 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

- 56) 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.
- 57) 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 3 Months

- 58) 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 Vehicles that will be agreed for delivery over a period not exceeding 3 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

- 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 Mileage of 25,000km per year, over 4 years, for a total of 100,000km or a maximum of 160,000 km**. 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.
- 60) 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 vehicles 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 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 vehicles and equipment
- 63) Bidders shall provide at their own cost, at the request of Procuring Entity/ User Entity/Approved Users appropriate training including driver training, first aid, user training and remedial training, where required to ensure optimal and effective use, cares and services of leased vehicles/equipment
- 64) Bidders shall keep full, complete and accurate records of maintenance and service of leased vehicles and equipment; 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 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 vehicles, for consideration by the Procuring Entity/ User Entity which retains the right to select the service OPTIONS.

Option 1: Scheduled Maintenance and Service and Pricing (to be built into the lease)

- a. Scheduled Maintenance and Service per Manufacturers recommendations (based on attaining mileage / usage milestones) and the Pricing.
- b. The Standard Menu of recommended service, and parts and labor built into the lease
- c. Vehicle Warranties available
- d. Agreement to utilize to the maximum all vehicle Warranties provided by the manufacturer and all free/discounted service options available
- e. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle Warranties/ Cover including warranties for defects.

Option 2: Unscheduled Maintenance (On-Demand service, including Safari Service)

- 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 Bases Price to Government / Retail or Rack Rate)

- h. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle Warranties/ Cover including warranties for defects.

Option 3: Out-Of Schedule Repairs (Minor to major Repairs and restoration works)

- 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 Vehicles to optimum operating conditions;
- j. Bidders should specify the basis of pricing out of scheduled maintenance (Minor to Major Repairs including Accident Repairs) specifying Repair And Maintenance Fees Calculations that will be the basis of charging service, parts and labor; including at standard, discounted or special pricing based on (for example) volume, or discount ratios (Leased vehicle Base Price to Government / Rack Rate);
- k. Bidders undertake to fully utilize Manufacturers or Dealers Vehicle 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 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 service and maintenance capacity and throughput (for example number of vehicles that can be serviced per day/week, average service turnaround time, parts and spares inventory levels);
 - e) Vehicle service and maintenance capabilities, including diagnostics computers and equipment, body shop, paint shop
 - f) Bidders should indicate ability and willingness to provide dedicated service and maintenance facilities, personnel, equipment, 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 vehicles

72) All complaints on leased vehicles shall be raised in writing with the Bidder within 3 days of the leased 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 vehicles by User Entity/ Approved Users or eligible users assigned to operate the leased vehicles.

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 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 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, 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) Vehicle location by geographic location, including options for features like “geo-fencing” by location, time and authorized working hours
- d) Vehicle Usage, mileage 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 vehicles and other information which by its nature is confidential and which comes into either party’s possession.

80) Bidders and the Procurement Entity/User Entity undertake not to disclose confidential information about each other or information about the leased 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

81) 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)

82) 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.

83) 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

84) 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 Vehicle Fleet

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

Bidders Responsibility for Developing Industry Partnerships and Skills Transfer

86) 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

87) 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 vehicle, leasing and manufacturing sectors and local enterprises including SMEs. These shall include disclosures on the use of locally available labor (**including a minimum of 40% on Youth, Women and Disadvantaged Persons**) services and goods; use of local textiles and furniture enterprises (for example in vehicle upholstery, body building, cushions and seats); and extent and use of local Vehicle 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: Lease Pricing Schedule

Vehicle/LOT No...					
Leasing Payments Schedule (All Amounts in KSh.)					
Basis of Lease payments	Primary Lease period Year)				Secondary Lease period
Vehicle Retail Price (disclosure)					
Vehicle Government Price (disclosure)					
LEASED VEHICLE COSTING	1	2	3	4	5
Vehicle Price					
Body/ Assembly					
Fittings / Special Equipment					
Police Special Equipment (On request)					
Vehicle Acquisition Cost KSh.					
LESS:					
Residual Value :KSh. Amount					
Residual Value: %					
VEHICLE LEASING COST BASE					
Insurance					
Indicate % Premium Rate					
Vehicle Financing Cost					
indicate % interest rate p.a.					
Is rate fixed / variable over term?					
MAINTENANCE / SERVICE COSTS					
Options 1: Scheduled Maintenance					
Tyres and Tubes					
Batteries					
TOTAL LEASE COSTING					
Periodic Lease Installments:					
Monthly:					
Quarterly:					
Please provide Quote on added services/costs (the extent applicable, or estimates)					
Maintenance / Service Options					
Options 2: Unscheduled					
Options 3: Repairs Minor to Major					
PROVISIONAL SUM FOR MONITORING AND EVALUATION	150,000,000	50,000,000	50,000,000	50,000,000	
GRAND TOTAL LEASE COSTING					

Note:

Bidders are required to disclose the following details of partnership in the programme:

- a. Insurance Firms/Brokerage agents
- b. Financiers
- c. Leasing partner(s)/leasing companies

Schedule B: Vehicle Lease Schedule

<p>Vehicle Leasing Schedule ADDENDUM TO MASTER OPERATING LEASE AGREEMENT</p>

Ref:
Leasing Agreement between

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

And

Procuring Entity/ Ministry			
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 **Vehicle Leasing Schedule/Addendum** constitute an Agreement whereby the Bidder/ Lessor agrees to let and the Lessee agrees to lease the vehicle 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 Vehicle(s) pursuant to the terms of an Operating Lease.

4. Leased Vehicle 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

MINISTRY SIGNATURES

Schedule C: Schedule of Lease Payments

Leasing of Official Government Transport				
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				
Total Lease Payments				

The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T).

Schedule D: Schedule of Vehicle Deliveries

The Procuring Entity will negotiate with Bidder(s) on agreed VEHICLE DELIVERY SCHEDULES.

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

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

Schedule E: Leased Vehicle 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 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 VEHICLE 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 Serviceable Conditions

SERVICEABLE CONDITIONS

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

- 1) **Serviceable Conditions:** The expression "in good condition" and in "working order, "fair wear and tear exempted" means that the vehicle(s) 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 vehicle(s) when new with tread depth/ wear of not exceeding 75% and free of serious cuts or impact damage.
- 3) **Engine** in good working order, operating efficiently, and maintained in accordance with the manufacturer's recommendations and without obvious damage, cracks, leaks or unauthorized tampering.
- 4) **Gearbox and Axles** operating efficiently.
- 5) **Clutch** (where fitted) in good working order.
- 6) **Brake** drums, shoes, disk or pads not in need of immediate replacing and hydraulic system be free of leaks.
- 7) **Suspension**, springs and damping components not showing signs of undue fatigue/ leakage.
- 8) **Steering** gears in good and efficient working order with kingpins, joints and bearings free of abnormal play and power assisted steering pumps fully operational and free of leaks.
- 9) **Bodywork**, bulkhead and loading space clean, free of dents and scratches with no visible failure of color matching where repairs have been made, logos or brand work removed
- 10) **Interior**, upholstery, trim and carpets free of stains, burns or tears.
- 11) **Electrical** lighting, instruments (including radio) and associated equipment and electrical fittings/ accessories in good working order with the battery capable of holding its charge and free from damage or leaks.

SECTION V - SCHEDULE OF REQUIREMENTS

Schedule A: Schedule of Vehicles Specifications and Requirements (Lots/ Vehicle specifications Quantity)

THE NATIONAL TREASURY			
TENDER			
LEASING OF MOTOR VEHICLES FOR NGAO, THE NATIONAL POLICE SERVICE (NPS) AND KENYA PRISONS SERVICES			
LOT No.	Specification No.	Vehicle description as per CM&TE	Estimated Quantities
LOT 1			
1	MTD-2558-045-20	HEAVY DUTY PICK UP, SINGLE CAB, 4x4, 2,900 -4,200cc DIESEL, WITH REAR SUPERSTRUCTURE AND CANVAS	655
LOT 2			
2a	MTD-2559-047-20	MEDIUM DUTY, OFF-ROAD VEHICLE, 4x4, 1,801 – 2,200cc, PETROL.	222
2b	MTD-2560-047-20	MEDIUM DUTY, 7 SEATER SUV, 4X4, 1801-2000CC PETROL	40
LOT 3			
3a	MTD-2573-047-20	LIGHT DUTY, 5 SEATER SUV, 1301 - 1600cc, PETROL.	40
3b	MTD-2583-047-20	MEDIUM DUTY, 5 SEATER SUV, 1601-1800CC PETROL	30
LOT 4			
4a	MTD-2200-012-20	7 - 8 TON TRUCK, 4x4, WITH SUPERSTRUCTURE & CANVAS.	80
4b	MTD-2561-014-20	MEDIUM DUTY, 4 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS.	15
4c	MTD-2562-014-20	LIGHT DUTY 3 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS.	10

LOT 5			
5	MTD-2563-401-20	HEAVY DUTY B.L.S. AMBULANCE, 4WD	27
LOT 6			
6a	MTD-2565-045-20	MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2500cc DIESEL WITH SUPERSTRUCTURE & CANVAS	140
6b	MTD-2566-045-20	MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2500 cc DIESEL	345
LOT 7			
7	MTD-2568-047-20	HEAVY DUTY, UTILITY VEHICLE, 4x4, 5 SEATER, 2001-2500cc, DIESEL.	80
LOT 8			
8a	MTD-2570-045-20	LIGHT DUTY SINGLE CAB PICK UP, 4x4, 1,900- 2,500cc, DIESEL, WITH SUPERSTRUCTURE & CANVAS	100
8b	MTD-2569-045-20	MEDIUM DUTY PICK UP, SINGLE CAB, 4x4, 2,200- 3,000cc DIESEL, WITH SUPERSTRUCTURE & CANVAS	240
LOT 9			
9	MTD-1463-048-20	HEAVY DUTY, UTILITY PASSENGER VEHICLE, 4x4, L.W.B., 2900 - 4200cc, DIESEL.	92
LOT 10			
10a	MTD-2572-040-20	62 SEATER, SEMI-LUXURY BUS	2
10b	MTD-2202-040-20	MINIBUS, 30-35 PASSENGERS	2
TOTAL			2120

SPECIFICATION NO. LOT 1- <u>MTD-2558-045-20</u>		
TENDERER'S NAME	NO:	
TENDER NO:	ITEM NO:	EST. QTY: 655
DESCRIPTION: <u>HEAVY DUTY PICK-UP, SINGLE CAB, 4x4, 2,900 -4,200cc DIESEL, WITH REAR SUPERSTRUCTURE AND CANVAS</u>		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes (Mandatory)	_____(Y/N)

1. GENERAL

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

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

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

f)	Kerb weight, approx.	2,100 Kg	_____ Kg
g)	Payload, min.	1,000 Kg	_____ Kg
h)	Ground clearance, min.	220 mm	_____ mm
i)	Approach angle, min.	35 °	_____ degrees
j)	Departure angle, min.	27 °	_____ degrees
k)	Wading depth, min.	700 mm	_____ mm

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine to be a basic, direct injection, diesel fuel, water cooled, with little electronic management systems.	Yes	_____ (Y/N)
e)	Piston displacement.	2,900-4,200cc	_____ cc
f)	Number of cylinders, min.	4	_____ No.
g)	Maximum power output / rpm, min.	95 KW	_____ KW _____ rpm
h)	Maximum torque developed /rpm, min.	280 Nm	_____ Nm _____ rpm
i)	Average fuel consumption (combined urban and highway)	specify	_____ km/l
j)	Fuel tank capacity total, min.	120 Lt	_____ Lt

4. CLUTCH AND TRANSMISSION

a)	Manual, synchromesh gearbox	Yes	_____ (Y/N)
b)	Hydraulic, clutch actuation	Yes	_____ (Y/N)
c)	Drive configuration	4x4	_____ (Y/N)
d)	Total speeds, min	5F/1R	_____ (Y/N)
e)	Drive configuration to be 4x4, with a switch for engaging four wheel drive	Yes (Mandatory)	_____ (Y/N)
f)	With Limited Slip Differential	Yes	_____ (Y/N)

technology/differential lock		
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5. BRAKES AND TYRES

a) Assisted hydraulic brakes.	Yes	_____(Y/N)
b) Drum or disc brake	specify front specify rear	_____ _____
c) Mechanical parking brake, to act on transmission or rear wheels	Yes, specify	_____
d) Locally available, All Terrain tubeless tyres and rims which can endure any off-road conditions in the country	Yes (Mandatory)	_____(Y/N)
e) Optimum tire size	Specify	

6. SUSPENSION, STEERING & BODY

a) Front and rear suspension, with telescopic dampers.	specify front rear-leaf	_____ _____
b) Power assisted steering	Yes (Mandatory)	_____
c) Roomy cab to seat 3 adults comfortably, driver's seat adjustable and safety belts provided for all seats.	Yes	_____(Y/N)
d) Robust body with secure lower hinged tailgate.	Yes	_____(Y/N)
e) Fitted with air conditioning system	Yes (Mandatory)	_____(Y/N)

7. REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES

Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)
a) Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5", class B powder coated and a tying system for the canvas (minimum	Yes	_____(Y/N)

	450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.		
b)	Bed liner – over rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	----- (Yes/No)
c)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes	----- (Yes/No)
d)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
e)	Water proof electric winch, 5400Kg min, with 30m SR steel cable rope, wireless handheld remote (for safety reasons).	Yes	----- (Y/N)
f)	Powder coated Steel Rear bar with jacking point.	Yes	----- (Y/N)
g)	LED flasher Grille lights & LED internal Windscreen strobe lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes	----- (Y/N)
h)	Dual Battery system with additional maintenance free battery. Minimum 275Amp with automated battery charging manager to charge both batteries, override rocker switch, Dual Battery monitor mounted securely in the cabin. All auxiliary equipment to be connected to dual battery.	Yes	----- (Y/N)
i)	On board air compressor minimum 160l/min capacity, min 8m heat resistant air hose to be used to inflate tyres. Cast alloy housing, cabling and inline fuse required. Mounted securely at the back of the seat.	Yes	----- (Y/N)
j)	Foldable Road block spikes with stainless steel spikes. Mechatronic remote control operation device, 12v, LxW 5,000 x 185 mm, spike length 40 mm. To be encased in a briefcase type box.	Yes	----- (Y/N)
k)	Collapsible LED Cones, bright orange colour, visibility upto 800ft, min. 5 led lights, USB charging cable, with rechargeable lithium battery, min. 200mA.	Yes	----- (Y/N)
l)	4MIL medium / clear safety - security film fitted on all windows	Yes	----- (Y/N)
m)	Re-spray and brand to police colours as required (using 2K paint).	Yes	----- (Y/N)
n)	Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes	----- (Y/N)

o)	High raise jack 48”mounted inside driver cabin and jacking points.	Yes	_____(Y/N)
p)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification	Yes	_____(Y/N)
q)	Front and rear light guard	Yes	_____(Y/N)
r)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes	----- (Y/N)
s)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	_____(Y/N)

8. BODY AND FINISH

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

9. EQUIPMENT

a)	FM Radio and CD player fitted.	Yes	_____(Y/N)
b)	Spare wheel supplied.	Yes	_____(Y/N)
c)	Manufacturer's standard tools, supplied.	Yes	_____(Y/N)

10 WARRANTY & MANUALS

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

d)	Driver's handbook and service schedule supplied.	1 per vehicle	----- (Y/N)
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11. OTHER REQUIREMENT

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes	____ (Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	____ (Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT-2a- MTD-2559-047-20

TENDERER'S NAME:

NO:

TENDER NO:

ITEM NO:

EST. QTY: 222

DESCRIPTION: MEDIUM DUTY, OFF-ROAD VEHICLE, 4x4, 1,801 – 2,000cc, PETROL.

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes Mandatory	------(Y/N)

1. GENERAL

a) A standard production, 4x4 SUV, designed for off-road operations, yet stable and safe at high speeds on smooth roads. Can operate at speed on slippery, bumpy, winding roads, and on conditions of mud and water.	Yes	------(Y/N)
b) Suitable for operations like high speed pursuits (both on and extreme off-road) and as a security chase-vehicle. To be used for security personnel & equipment transportation.	Yes	------(Y/N)
c) Supplied new.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	4,400-4,700 mm	-----mm
b) Overall width.	1,600-1,800 mm	-----mm
c) Overall height.	1,600-1,800mm	-----mm
d) Wheelbase.	2,500-2,700 mm	-----mm
e) Ground clearance, min.	220 mm	-----mm
f) Kerb weight.	1,350-1,600 Kg	-----Kg

g)	Large luggage carrying capacity, seats up (for carrying security equipment), min.	950 litres	-----litres
h)	Passenger capacity, min.	5 No.	-----No.

3. ENGINE

a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine type petrol, 4 Stroke, water cooled.	Yes	------(Y/N)
e)	Piston displacement range.	1,801-2,000cc	-----cc
f)	Number of cylinders.	4	-----No.
g)	Maximum power output, (Kw/ rpm), min.	100 Kw	-----KW/rpm
h)	Maximum torque developed, (NM/ rpm), min.	190 Nm	-----Nm/rpm
i)	Fuel tank capacity, min.	60 Lt	-----Lt
j)	Average fuel consumption (combined urban and highway)	Specify	-----Km/l

4. TRANSMISSION

a)	Automatic transmission.	Yes Mandatory	------(Y/N)
b)	Continuous Varying Transmission type	Yes	------(Y/N)
c)	4x4 drive configuration.	Yes	------(Y/N)
d)	To have cruise control.	Yes	------(Y/N)
e)	To have hill holder safety feature.	Yes	------(Y/N)

5. BRAKES AND TYRES

a)	Assisted hydraulic, dual brake system.	Yes	------(Y/N)
b)	Ventilated disc brakes both at front and rear	Yes	------(Y/N)
c)	ABS system	Yes	------(Y/N)

d)	Fitted with tyres which offer high grip and stability, must be locally available.	Yes	------(Y/N)
e)	Optimum tyre size.	specify	

6. SUSPENSION AND STEERING

a)	Independent Heavy duty front and rear suspension.	Yes	------(Y/N)
b)	Coil springs with telescopic dampers both at front and rear.	Yes	------(Y/N)
c)	Assisted steering.	Yes	------(Y/N)
d)	Adjustable steering column.	Yes	------(Y/N)

7. STATION WAGON

a)	4 No. side doors and rear station wagon door	Yes	------(Y/N)
b)	To be fitted with power windows, power adjustable and retract rear view mirrors, fog lights and reverse camera.	Yes	------(Y/N)
c)	Body finish, high gloss colour (to be specified by user)	Yes	------(Y/N)

9. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage, negative earth, with alternator charging.	12V, Yes	------(Y/N)
b)	Battery capacity.	specify	AH
c)	Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes	------(Y/N)

10 EQUIPMENT

a)	Automatic, dual air conditioning system.	Yes	------(Y/N)
b)	Front air bags	Yes Mandatory	------(Y/N)
c)	FM radio with CD player and both front and rear speakers, Multi Function Steering Wheel.	Yes	------(Y/N)

d)	Spare wheel, raise jack and wheel brace supplied.	Yes	------(Y/N)
e)	Manufacturer's standard tools supplied.	Yes	------(Y/N)

11 EXTRA SAFETY FEATURES

a)	Due to the kind of driving the vehicle will be exposed to, it is necessary to have more advanced safety features which will ensure the safety of personnel during their duties. All these features are Mandatory.	Yes	------(Y/N)
b)	Curtain SRS airbags (both front and rear) and driver knee airbag.	Yes	------(Y/N)
c)	Side SRS airbags for driver and front passenger.	Yes	------(Y/N)
d)	Door reinforcement beams for side impact protection, both front and rear.	Yes	------(Y/N)
e)	For vehicle stability during cornering at high speeds, to have Electronic Stability Control system.	Yes	------(Y/N)
f)	For good traction, stability and driver convenience, vehicle to be designed for permanent four-wheel-drive operation (AWD).	Yes	------(Y/N)
g)	All wheel ABS system with Electronic Brake Distribution	Yes	------(Y/N)

12 WARRANTY

a)	All literature in English language.	Yes	----- (Y/N)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c)	Warranty duration min., 12 Months or 50,000 Km whichever occurs first.	specify	----- Months ----- Km
e)	Drivers handbook with service schedule supplied	Yes	(Y/N)

14 OTHER REQUIREMENT

a)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	------(Y/N)
b)	Vehicle to be inspected by the Chief Engineer - Mechanical for compliance with the specification prior to delivery to the user.	Yes Mandatory	------(Y/N)

c) Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d) Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e) Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 2b- MTD-2560-047-20		
TENDER NO:	ITEM NO:	EST. QTY: 40
TENDERER'S NAME:		
DESCRIPTION: MEDIUM DUTY, 7 SEATER SUV, 4X4, 1801-2000CC PETROL.		

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes Mandatory	------(Y/N)

1. GENERAL

a) A standard production high-performance crossover SUV, 7 seater, suitable for operating on highways, but with off-road capabilities such that it can operate on some rough terrains. Suitable for small group transportation.	Yes	------(Y/N)
b) Place of intended use is mainly on highways but sometimes on off-road conditions where road network is not very good.		
c) Supplied new.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	4,000-4,700 mm	-----mm
b) Overall width.	1,700-1,900 mm	-----mm
c) Overall height.	1,600-1,800mm	-----mm
d) Wheelbase.	2,500-2,800 mm	-----mm
e) Ground clearance, min.	200 mm	-----mm
f) Kerb weight.	1,300-1,600 Kg	-----Kg
g) Passenger capacity, min.	7 No.	-----No.

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine 4 Stroke, water cooled.	Yes	------(Y/N)
e) Piston displacement range.	1,801-2,000cc	-----cc
f) Number of cylinders.	4	-----No.
g) Maximum power output, (Kw/ rpm), min.	130 Kw	-----KW/rpm
h) Maximum torque developed, (NM/ rpm), min.	320 Nm	-----Nm/rpm
i) Fuel tank capacity, min.	60 Lt	-----Lt
j) Average fuel consumption (combined urban and highway)	Specify	-----km/l

4. TRANSMISSION

a) Automatic transmission.	Yes Mandatory	------(Y/N)
b) 4x4 drive configuration.	Yes Mandatory	------(Y/N)

5. BRAKES AND TYRES

a) Assisted hydraulic, dual brake system.	Yes	------(Y/N)
b) Disc brakes both at front and rear	Yes	------(Y/N)
c) ABS system	Yes	------(Y/N)
d) Fitted with tyres which offer high grip and stability, must be locally available.	Yes	------(Y/N)
e) Optimum tyre size.	specify	

6. SUSPENSION AND STEERING

a) Independent front and rear suspension.	Yes	------(Y/N)
b) Coil springs with telescopic dampers both at front and rear.	Yes	------(Y/N)

c) Assisted steering.	Yes	------(Y/N)
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7. STATION WAGON

a) 4 No. side doors and rear station wagon door	Yes	------(Y/N)
b) No. of passengers, min.	7	
c) To be fitted with power windows, power adjustable and retract rear view mirrors.	Yes	------(Y/N)
d) Body finish, high gloss color (to be specified by user)	Yes	------(Y/N)

9. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth, with alternator charging.	12V, Yes	------(Y/N)
b) Battery capacity.	specify	AH
c) Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes	------(Y/N)

10 EQUIPMENT

a) Air conditioning system.	Yes Mandatory	------(Y/N)
b) Front air bags	Yes Mandatory	------(Y/N)
c) FM radio with CD player and both front and rear speakers.	Yes	------(Y/N)
d) Spare wheel supplied.	Yes	------(Y/N)
e) Manufacturer's standard tools supplied.	Yes	------(Y/N)

11 WARRANTY

a) All literature in English language.	Yes	----- (Y/N)
b) Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c) Warranty duration min., 12 Months or 50,000 Km whichever occurs first.	specify	----- Months -----Km

a)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Yes	(Y/N)
----	---	-----	-------

14 OTHER REQUIREMENT

a)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	------(Y/N)
b)	Vehicle to be inspected by the Chief Engineer - Mechanical for compliance with the specification prior to delivery to the user.	Yes	------(Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 3a- MTD-2573-047-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	EST. QTY: 40
DESCRIPTION: LIGHT DUTY, 5 SEATER SUV, 1301 - 1600cc, PETROL.		

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes Mandatory	------(Y/N)

1. GENERAL

a) A standard production crossover SUV, suitable for security personnel & equipment transportation.	Yes	------(Y/N)
b) Designed with off-road capabilities, but will mainly be used on urban and sub-urban roads.	Yes	------(Y/N)
c) Supplied new.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	4,400-4,700 mm	-----mm
b) Overall width.	1,600-1,900 mm	-----mm
c) Overall height.	1,600-1,800mm	-----mm
d) Wheelbase.	2,500-2,700 mm	-----mm
e) Ground clearance, min.	190 mm	-----mm
f) Luggage carrying capacity, seats up, min.	500 litres	-----litres
g) Passenger capacity.	5 No.	-----No.

3. ENGINE

a) Make	-	
---------	---	--

b) Model	-	
c) Country of origin	-	
d) Engine type petrol, 4 Stroke, water cooled.	Yes	------(Y/N)
e) Piston displacement range.	1,301-1,600cc	-----cc
f) Number of cylinders.	4	-----No.
g) Maximum power output, min.	120 Kw	-----KW/rpm
h) Maximum torque developed, min.	230 Nm	-----Nm/rpm
i) Fuel tank capacity, min.	50 Lt	-----Lt
j) Average fuel consumption (combined urban and highway)	Specify	-----km/l

4. TRANSMISSION

a) Automatic transmission.	Yes Mandatory	------(Y/N)
b) Continuous Varying Transmission type	Yes	------(Y/N)
c) Drive configuration.	specify	-----
d) To have cruise control.	Yes	------(Y/N)
e) To have hill holder safety feature.	Yes	------(Y/N)

5. BRAKES AND TYRES

a) Assisted hydraulic, dual brakes with ABS system and Electronic Brake Distribution.	Yes	------(Y/N)
b) Ventilated disc brakes both at front and rear	Yes	------(Y/N)
c) Fitted with tyres which offer high grip and stability, must be locally available.	Yes	------(Y/N)
d) Optimum tyre size.	specify	

6. SUSPENSION AND STEERING

a) Independent Heavy duty front and rear suspension.	Yes	------(Y/N)
--	-----	-------------

b)	Coil springs with telescopic dampers both at front and rear.	Yes	------(Y/N)
c)	Assisted steering.	Yes	------(Y/N)
d)	Adjustable steering column.	Yes	------(Y/N)

7. STATION WAGON

a)	4 No. side doors and rear station wagon door	Yes	------(Y/N)
b)	To be fitted with power windows, power adjustable and retract rear view mirrors, fog lights and reverse camera.	Yes	------(Y/N)
c)	Body finish, high gloss colour (to be specified by user)	Yes	------(Y/N)
d)	Curtain SRS airbags (both front and rear)	Yes Mandatory	------(Y/N)
e)	Side SRS airbags for driver and front passenger.	Yes Mandatory	------(Y/N)

8. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	System voltage, negative earth, with alternator charging.	12V, Yes	------(Y/N)
b)	Battery capacity.	specify	AH
c)	Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes	------(Y/N)

9 EQUIPMENT

a)	Automatic, dual air conditioning system.	Yes	------(Y/N)
b)	Front air bags	Yes Mandatory	------(Y/N)
c)	FM radio with CD player and both front and rear speakers, Multi Function Steering Wheel.	Yes	------(Y/N)
d)	Spare wheel, Raise jack and wheel brace supplied.	Yes	------(Y/N)
e)	Manufacturer's standard tools supplied.	Yes	------(Y/N)

10 WARRANTY

a)	All literature in English language.	Yes	----- (Y/N)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c)	Warranty duration min., 12 Months or 50,000 Km whichever occurs first.	specify	----- Months -----Km
a)	Drivers handbook with service schedule supplied	Yes	(Y/N)

11 OTHER REQUIREMENT

a)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
b)	Vehicle to be inspected by the Chief Engineer - Mechanical for compliance with the specification prior to delivery to the user.	Yes Mandatory	----- (Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 3b- MTD-2583-047-20		
TENDER NO:	ITEM NO:	EST. QTY: 30
TENDERER'S NAME:		
DESCRIPTION: MEDIUM DUTY, 5 SEATER SUV, 1601-1800CC PETROL		

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's original literature, authorization and specifications to be attached when tendering.	Yes Mandatory	------(Y/N)

1. GENERAL

a) A standard production high-performance crossover SUV, 5 seater, suitable for operating on highways, but with off-road capabilities such that it can operate on some rough terrains.	Yes	------(Y/N)
b) Place of intended use is mainly on highways but sometimes on off-road conditions where road network is not very good.		
c) Supplied new.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	4,300-4,700 mm	-----mm
b) Overall width.	1,700-1,900 mm	-----mm
c) Overall height.	1,600-1,800mm	-----mm
d) Wheelbase.	2,500-2,700 mm	-----mm
e) Ground clearance, min.	170 mm	-----mm
f) Kerb weight.	1,200-1,800 Kg	-----Kg
g) passenger capacity, min.	5 No.	-----No.

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

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine 4 Stroke, water cooled.	Yes	------(Y/N)
e) Piston displacement range.	1,601-1,800cc	-----cc
f) Number of cylinders.	4	-----No.
g) Maximum power output, min.	105 Kw	-----KW/rpm
h) Maximum torque developed, min.	170 Nm	-----Nm/rpm
i) Fuel tank capacity, min.	50 Lt	-----Lt
j) Average fuel consumption (combined urban and highway)	Specify	-----km/l

4. TRANSMISSION

a) Automatic transmission.	Yes Mandatory	------(Y/N)
b) Drive configuration.	Specify	-----

5. BRAKES AND TYRES

a) Assisted hydraulic, dual brake system.	Yes	------(Y/N)
b) Disc brakes both at front and rear	Yes	------(Y/N)
c) ABS system and Electronic Brake Distribution system	Yes	------(Y/N)
d) Fitted with tyres which offer high grip and stability, must be locally available.	Yes	------(Y/N)
e) Optimum tyre size.	specify	

6. SUSPENSION AND STEERING

a) Independent front and rear suspension.	Yes	------(Y/N)
b) Coil springs with telescopic dampers both at front	Yes	

SPECIFICATION	REQUIRED	TENDERER'S
and rear.		----- (Y/N)
c) Assisted steering.	Yes	----- (Y/N)

7. STATION WAGON

a) 4 No. side doors and rear station wagon door	Yes Mandatory	----- (Y/N)
b) No. of passengers, min.	5	
c) To be fitted with power windows, power adjustable and retract rear view mirrors.	Yes	----- (Y/N)
d) Body finish, high gloss colour (to be specified by user)	Yes	----- (Y/N)

9. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth, with alternator charging.	12V, Yes	----- (Y/N)
b) Battery capacity.	specify	AH
c) Standard instruments and gauges , warning lights for charging circuit, oil pressure, coolant temperature etc	Yes	----- (Y/N)

10. EQUIPMENT

a) Air conditioning system.	Yes	----- (Y/N)
b) Front dual air bags, side and curtain airbags	Yes Mandatory	----- (Y/N)
c) FM radio with CD player and both front and rear speakers.	Yes	----- (Y/N)
d) Spare wheel supplied.	Yes	----- (Y/N)
e) Manufacturer's standard tools supplied.	Yes	----- (Y/N)

11. WARRANTY

a) All literature in English language.	Yes	----- (Y/N)
b) Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c) Warranty duration min., 12 Months or 50,000 Km	specify	

SPECIFICATION	REQUIRED	TENDERER'S
whichever occurs first.		----- Months -----Km
a) Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Yes	(Y/N)

14 OTHER REQUIREMENT

a) Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
b) Vehicle to be inspected by the Chief Engineer - Mechanical for compliance with the specification prior to delivery to the user.	Yes	----- (Y/N)
c) Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d) Availability of spares	Indicate motor vehicle dealers who stock spare parts.	
e) Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 4a - MTD-2200-012-20		
TENDER'S NAME:	NO:	
TENDER NO:	ITEM NO:	EST. QTY:80
DESCRIPTION: 7 - 8 TON TRUCK, 4x4, WITH SUPERSTRUCTURE & CANVAS.		

TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
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A. CAB-CHASSIS.

MAKE	-	-----
MODEL	-	-----
COUNTRY OF ORIGIN	-	-----
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes mandatory	------(Yes/No)

1. GENERAL

a) A standard production, 4x4, 7-8 ton payload truck, low sided with superstructure and canvas, of latest design, robust construction, in current production, marketed in Kenya.	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/No)
d) Suitable for cargo and personnel transportation.	Yes	------(Yes/No)

2. DIMENSIONS AND WEIGHTS

a) Overall length.	6,000-7,000 mm	-----mm
b) Overall width.	2,300-2,500 mm	-----mm
c) Overall height.	2,600-3,100 mm	-----mm
d) Wheelbase.	3,200-4,000mm	-----mm
e) Length of chassis aft of cab, min.	4,500 mm	-----mm
f) Kerb weight (excluding body), max.	6,000 Kg	-----kg

g)	Max. G.V.W, min.	13,000 Kg	-----kg
h)	Payload.	7,000-8,000 kg	-----Kg
i)	Ground clearance, min.	240 mm	-----mm

3. ENGINE

a)	Make	-	-----
b)	Model	-	-----
c)	Country of origin	-	-----
d)	Diesel Engine, water cooled, 4 Stroke.	Yes	------(Yes/No)
e)	Piston displacement.	5,800-8,500 cc	-----cc
f)	Number of cylinders, min.	4	-----no.
g)	Maximum power output / rpm, min.	180 HP	-----HP/rpm
h)	Maximum torque developed /rpm, min.	480 Nm	-----Nm/rpm
i)	Average fuel consumption (combined urban and highway)	Specify	-----km/l
j)	Fuel tank capacity, min.	200Lt	-----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.	5F, 1R	-----F/---- R
e)	Drive configuration, 4x4 with selector.	Yes Mandatory	------(Yes/No)

5. BRAKES, TYRES AND SUSPENSION.

a)	Brakes, hydraulic or pneumatic assisted.	Yes	------(Yes/No)
b)	Mechanical parking brake to act on transmission.	Yes	------(Yes/No)
c)	Rear tyres to be dual.	Yes	------(Yes/No)
d)	Tires size to be locally available.	Yes	------(Yes/No)
e)	Optimum tire size	specify	-----
f)	Heavy duty leaf springs both front and rear, with	Yes, Yes	------(Yes/No)

telescopic shock absorbers at front.		
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6. STEERING, CONTROL AND CAB.

a) Control Forward cabin type	Yes	------(Yes/No)
b) Steering to be power assisted.	Yes Mandatory	------(Yes/No)
c) Cab to seat 3 passengers comfortably.	Yes	------(Yes/No)
d) Adjustable driver's seat.	Yes	------(Yes/No)
e) Seat belts conforming to the KEBS standard No. KS 06-664 of 1985.	Yes(Mandatory)	------(Yes/No)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	24V, Yes	------(Yes/No)
b) Battery capacity and size.	specify	-----AH
c) Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	------(Yes/No)

8. EQUIPMENT ETC.

a) Laminated windshield.	Yes	------(Yes/No)
b) Full size spare tyre with rim and carrier mounted under truck.	Yes	------(Yes/No)
c) Hydraulic jack, wheel brace and manufacturer's standard tools supplied.	Yes	------(Yes/No)
d) Vehicle to be fitted with an NTSA approved speed governor	Yes	------(Yes/No)

9. REAR BODY

a) Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
b) Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)
c) Body construction and fitments to comply with CAP 403- Kenya Traffic Act.	Yes (Mandatory)	(Y/N)
d) Body to be fabricated as an all steel cargo body, suitable for transporting general cargo and personnel	Yes	----- (Y/N)

over paved and unpaved roads, structurally strong for loading of 7 ton payload.		
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10. BODY DIMENSIONS.

a) Overall length, min.	4,500 mm	-----mm
b) Roof height.	1,900-2,100 mm	-----mm
c) Overall width.	2,400-2,600 mm	-----mm

11. BODY CONSTRUCTION.

a) Under structure to consist of two longitudinal beams of C-channel structural steel, with transverse members of C-channel structural steel welded above the longitudinal beams.	Yes	----- (Y/N)
b) Longitudinal beams to be placed on well seasoned timber runners, which comes between them and the chassis.	Yes	----- (Y/N)
c) Constructed body to be secured to chassis by U bolts, diameter.	Yes	----- (Y/N)
d) longitudinal beam channel section size, min	2 ½ x 1 inch x 4.5mm (or equivalent)	-----inch x---- mm
e) transverse members channel section size, min.	100 x 50 x 4.5mm (or equivalent)	-----inch x---- mm
f) timber runner size	6*2 ½ inch	----- inch
g) Distance between transverse members, max.	700 mm	----- mm
h) U bolts diameter, min.	16 mm	----- mm
i) Body floor fabricated from 3.2 mm thick hi-tensile steel deck plate, reinforced below with angle section bars running longitudinally.	Yes	----- (Y/N)
j) Body to be made from corrugated mild steel plate.	Yes	----- (Y/N)
k) Steel platform floor made from mild steel of 3.2 mm thickness	Yes	----- (Y/N)
l) Corner pillars on all 4 corners of the platform, 7 inch wide side pillars in the middle, all welded to the platform and joined with reinforcement bars.	Yes	----- (Y/N)
m) Corrugated steel plate low sides (600-800 mm high), welded to the platform and to corner pillars and side pillars.	Yes	----- (Y/N)
Permanently installed corrugated steel plate front		

n)	bulkhead, welded to the platform and to the corner pillars, with a glass window.	Yes	----- (Y/N)
o)	each pillar to have well profiled roof bars going to the corresponding pillar on the other side, with adjoining bars, all forming a superstructure for holding the tarpaulin.	Yes	----- (Y/N)
p)	Continuous weld construction is required throughout.	Yes	----- (Y/N)
q)	Drop tailgate at the rear (600 mm high) suitably reinforced and with a locking mechanism.	Yes	----- (Y/N)
r)	Both sides to have foldable bench-type seats for personnel, suitably reinforced and with a locking mechanism when folded. The seats to be in two sections on either side and to have fixed backrest. Both seating area and backrest to have high density foam, covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
s)	Suitable size tool box to be fitted under body on the left side.	Yes	----- (Y/N)
t)	Suitable size rear mudguards fitted.	Yes	----- (Y/N)
u)	Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	----- (Y/N)
v)	One piece tarpaulin supplied covering the whole rear body, with provision to be folded and tied (or removed) so as to have the sides and rear open.	Yes	----- (Yes/No)
w)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light.	Yes	----- (Yes/No)
x)	Full length 20mm (diameter) welded steel rods on both body sides and rear for tying tarpaulin.	Yes	----- (Yes/No)
y)	Stone guards fitted for tail lights.	Yes	----- (Y/N)
z)	To have a light fitted at the bulkhead for use when dark.	Yes	----- (Y/N)
a ₁)	All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be preceded by one coat primer and final top coat. User to choose branding and signage	Yes (Mandatory)	----- (Y/N)
b ₁)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	_____(Y/N)

13	WARRANTY & MANUALS		
a)	Specimen of vehicle & body warranties to be submitted when tendering.	Yes	(Y/N)
b)	Warranty duration, min.	12 Months or 100,000 Km whichever occurs first.	(Y/N)
d)	All literature in English language.	Yes (Mandatory)	----- (Y/N)
e)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Specify which available 1 per vehicle	----- ----- (Y/N)

13. OTHER REQUIREMENT

a)	Truck to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
b)	Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification.	Yes	----- (Yes/No)
c)	Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/N) -----
d)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- ----- ----- -----
e)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities	Specify	----- ----- -----

SPECIFICATION NO. LOT 4b- MTD-2561-014-20
TENDER'S NAME: _____ NO: _____
TENDER NO: _____ ITEM NO: _____ EST. QTY: 15
DESCRIPTION: MEDIUM DUTY, 4 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS.
TENDERER'S Column to be completed by ALL TENDERERS

SPECIFICATION	REQUIREMENT	TENDERER'S
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CAB-CHASSIS.

MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes Mandatory	(Y/N)

1. GENERAL

a) A Standard production, 4 ton payload truck, high sided, with superstructure and canvas, to be used for cargo and personnel transportation during security operations.	Yes	(Y/N)
b) Supplied new.	Yes	(Y/N)
c) Place of intended use is mainly semi-arid areas where roads are rough.	Yes	(Y/N)

2. DIMENSIONS AND WEIGHTS

a) Overall length.	6,500-7,000 mm	mm
b) Overall width.	1,900-2,200 mm	mm
c) Overall height.	2,200-2,400 mm	mm
d) Wheelbase.	3,200-4,000 mm	mm
e) Ground clearance, min.	210 mm	mm
f) Length of chassis aft of cab, min.	4,800 mm	mm
g) Kerb weight (without rear body), max.	2,600 Kg	Kg

h)	Max. G.V.W, min.	7,200 Kg	Kg
i)	Payload, min.	4,000 Kg	Kg

3. ENGINE

a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	(Y/N)
e)	Mode of aspiration (Natural/Turbocharged)	specify	
f)	Piston displacement.	3,900 – 4,400 cc	cc
g)	Maximum power output / rpm, min.	83 KW	KW/rpm
h)	Maximum torque developed /rpm, min.	285 Nm	Nm/rpm
i)	Average fuel consumption (combined urban and highway)	specify	km/l
j)	Fuel tank capacity.	100 Lt	Lt

4. CLUTCH AND TRANSMISSION

a)	Clutch, dry type, single plate	Yes	(Y/N)
b)	Clutch, system actuation.	Hydraulic	
c)	All synchromesh gearbox.	Yes	(Y/N)
d)	Number of speeds, min.	5F, 1R	
e)	Drive configuration.	4x2	

5. BRAKES, TYRES AND SUSPENSION.

a)	Brakes, hydraulic or pneumatic assisted.	Yes Mandatory	(Y/N)
b)	Mechanical parking brake to act on transmission.	Yes	(Y/N)
c)	Rear tyres to be dual.	Yes	(Y/N)
d)	Tires size to be locally available.	Yes	(Y/N)
e)	Optimum tire size	specify	
f)	Suspension, front and rear heavy duty leaf springs	Yes, Yes	(Y/N)

with telescopic shock absorbers.		
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6. STEERING, CONTROL AND CAB.

a) Control Forward cabin type	Yes	(Y/N)
b) Steering to be power assisted.	Yes Mandatory	(Y/N)
c) All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	(Y/N)
d) Adjustable driver's seat.	Yes	(Y/N)
e) Seat belts conforming to KEBS 06-664: 1985 standard.	Yes	(Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) System voltage, negative earth.	24V, Yes	(Y/N)
b) Battery capacity and size, min.	90AH	
c) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	(Y/N)

8. EQUIPMENT ETC.

a) Laminated windshield.	Yes	(Y/N)
b) Sunvisors fitted.	Yes	(Y/N)
c) Full size Spare tyre with rim and carrier mounted under truck.	Yes	(Y/N)
d) Hydraulic jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	(Y/N)
e) Any other equipment (or accessories) supplied.	specify	

10. HIGH SIDED BODY WITH CANVAS.

a) Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
b) Detailed engineering drawings (Showing all	Yes (Mandatory)	(Y/N)

	elevations, dimensions etc) of body to be fabricated.		
c)	Body construction and fitments to comply with CAP 403- Kenya Traffic Act.	Yes (Mandatory)	(Y/N)
d)	Body to be fabricated as an all steel cargo body, suitable for transporting general cargo and personnel over paved and unpaved roads, structurally strong for loading of 4 ton payload.	Yes, Yes, Yes	----- (Y/N)

11. BODY DIMENSIONS.

a)	Overall length, min.	4,500 mm	mm
b)	Overall body height with tarpaulin frame.	1,600 mm	mm
c)	Overall width.	2,200-2,600 mm	mm

12. BODY CONSTRUCTION.

a)	Body cross bearers of pre-stressed channel sections, 50 x 50 x 4.5mm equidistantly spaced at a maximum of 500mm apart.	Yes, Yes, Yes	(Y/N)
b)	Suitable size well seasoned timber runners, with inverted steel section at top, between body frame and chassis.	specify timber size Yes	x mm
c)	Body secured to chassis by U bolts, 16 mm diameter, held in position on chassis by wooden V-blocks.	Yes Specify size	(Y/N) mm
d)	Body floor fabricated from 2.5mm thick mild steel plate (full width) reinforced at equal distances with box/channel sections.	Yes	(Y/N)
e)	Headboard, sides and rear door to be fabricated from 1.5mm mild steel sheet of pressed horizontal corrugated shape and reinforced at equal distances with box/channel sections.	Yes	(Y/N)
f)	Height of rear door.	600 mm	mm
g)	Additional upper rear door of height.	700 mm	mm
h)	Both sides to an easy to clean polyester outdoor material.	Yes	----- (Y/N)
i)	One piece tarpaulin supplied covering the whole rear body, with provision to be folded and tied so as to have the rear open.	Yes	----- (Yes/No)
j)	Body top fitted with cross pipes (reinforced) for	Yes, Yes	(Y/N)

	tarpaulin, 400mm height from top of body sides.		
k)	Full length 20mm (diameter) welded steel rods on both body sides and rear for tying tarpaulin.	Yes, Yes	(Y/N)
l)	Suitable size tool box to be fitted under body on the left side.	Yes	(Y/N)
m)	Suitable size rear mudguards fitted.	Yes	(Y/N)
n)	Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	(Y/N)
o)	Stone guards fitted for tail lights.	Yes	(Y/N)
p)	Both sides to have foldable bench-type seats for personnel, suitably reinforced and with a locking mechanism when folded. The seats to be in two sections on either side and to have fixed backrest. Both seating area and backrest to have high density foam, covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
q)	Suitable size tarpaulin to be supplied with body (user to specify colour).	Yes	(Y/N)
r)	All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be proceeded by one coat primer and final top coat (colour , signage and branding to be specified by user).	Yes, Yes, Yes	(Y/N)
13	WARRANTY & MANUALS		
a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	(Y/N)
b)	Warranty duration, min.	12 Months or 100,000 Km whichever occurs first.	(Y/N)
d)	All literature in English language.	Yes (Mandatory)	----- (Y/N)
e)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Specify which available 1 per vehicle	----- ----- (Y/N)

14. OTHER REQUIREMENT

a) Truck to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
b) Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification.	Yes	----- (Yes/No)
c) Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/N) -----
d) Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- ----- ----- ----- ----- ----- -----
e) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities	Specify	----- ----- ----- ----- ----- -----

SPECIFICATION NO. LOT 4c - MTD-2562-014-20
TENDER'S NAME: _____ NO: _____
TENDER NO: _____ ITEM NO: _____ EST. QTY: 10
DESCRIPTION: LIGHT DUTY 3 TON, 4x2, HIGH SIDED TRUCK WITH CANVAS.
TENDERER'S Column to be completed by ALL TENDERERS

	SPECIFICATION	REQUIREMENT	TENDERER'S
	CAB-CHASSIS.		
	MAKE	-	
	MODEL	-	
	COUNTRY OF ORIGIN	-	
	Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes Mandatory	(Y/N)
1.	GENERAL		
a)	A Standard production, 3 ton payload truck, high sided, with superstructure and canvas, to be used for cargo and personnel transportation during security operations.	Yes	(Y/N)
b)	Supplied new.	Yes	(Y/N)
c)	Designed to light duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes	(Y/N)
2.	DIMENSIONS AND WEIGHTS		
a)	Overall length.	5,800-6,300 mm	mm
b)	Overall width.	1,600-2,000 mm	mm
c)	Overall height.	2,000-2,200 mm	mm
d)	Wheelbase.	3,000-3,500 mm	mm
e)	Ground clearance, min.	200 mm	mm
f)	Length of chassis aft of cab, min.	4,200 mm	mm
g)	Kerb weight (without rear body), max.	2,400 Kg	Kg

h)	Max. G.V.W, min.	5,700 Kg	Kg
i)	Payload, min.	3,000 Kg	Kg
3.	ENGINE		
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Diesel Engine, water cooled, 4 Stroke.	Yes, Yes, Yes	(Y/N)
e)	Mode of aspiration. (Natural/Turbocharged)	specify	
f)	Piston displacement.	3,000 – 4,500 cc	cc
g)	Maximum power output / rpm, min.	75 KW	KW/rpm
h)	Maximum torque developed /rpm, min.	235 Nm	Nm/rpm
i)	Average fuel consumption (combined urban and highway)	specify	km/l
j)	Fuel tank capacity.	100 Lt	Lt
4.	CLUTCH AND TRANSMISSION		
a)	Clutch, dry type, single plate	Yes	(Y/N)
b)	Clutch, system actuation.	Hydraulic	
c)	All synchromesh gearbox.	Yes	(Y/N)
d)	Number of speeds, min.	5F, 1R	
e)	Drive configuration.	4x2	
5.	BRAKES, TYRES AND SUSPENSION.		
a)	Brakes, hydraulic or pneumatic assisted.	Yes Mandatory	(Y/N)
b)	Mechanical parking brake to act on transmission.	Yes	(Y/N)
c)	Rear tyres to be dual.	Yes	(Y/N)
d)	Tires size to be locally available.	Yes	(Y/N)
e)	Optimum tire size	specify	
f)	Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers.	Yes, Yes	(Y/N)

6.	STEERING, CONTROL AND CAB.		
a)	Control Forward cabin type	Yes	(Y/N)
b)	Steering to be power assisted.	Yes Mandatory	(Y/N)
c)	All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	(Y/N)
d)	Adjustable driver's seat.	Yes	(Y/N)
e)	Seat belts conforming to KEBS 06-664: 1985 standard.	Yes	(Y/N)
7.	ELECTRICAL SYSTEM AND INSTRUMENTS		
a)	System voltage, negative earth.	24V, Yes	(Y/N)
b)	Battery capacity and size, min.	90AH	
c)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	(Y/N)
8.	EQUIPMENT ETC.		
a)	Laminated windshield.	Yes	(Y/N)
b)	Sunvisors fitted.	Yes	(Y/N)
c)	Full size Spare tyre with rim and carrier mounted under truck.	Yes	(Y/N)
d)	Hydraulic jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	(Y/N)
e)	Any other equipment (or accessories) supplied.	specify	
10.	HIGH SIDED BODY WITH CANVAS.		
a)	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
b)	Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)

c)	Body construction and fitments to comply with CAP 403- Kenya Traffic Act.	Yes (Mandatory)	(Y/N)
d)	Body to be fabricated as an all steel cargo body, suitable for transporting general cargo and personnel over paved and unpaved roads, structurally strong for loading of 3 ton payload.	Yes	----- (Y/N)
11.	BODY DIMENSIONS.		
a)	Overall length, min.	4,000 mm	mm
b)	Overall body height with tarpaulin frame.	1,600 mm	mm
c)	Overall width.	2,200-2,600 mm	mm
12.	BODY CONSTRUCTION.		
a)	Body cross bearers of pre-stressed channel sections, 50 x 50 x 4.5mm equidistantly spaced at a maximum of 500mm apart.	Yes, Yes, Yes	(Y/N)
b)	Suitable size well seasoned timber runners, with inverted steel section at top, between body frame and chassis.	specify timber size Yes	x mm
c)	Body secured to chassis by U bolts, 16 mm diameter, held in position on chassis by wooden V-blocks.	Yes Specify size	(Y/N) mm
d)	Body floor fabricated from 2.5mm thick mild steel plate (full width) reinforced at equal distances with box/channel sections.	Yes	(Y/N)
e)	Headboard, sides and rear door to be fabricated from 1.5mm mild steel sheet of pressed horizontal corrugated shape and reinforced at equal distances with box/channel sections.	Yes	(Y/N)
f)	Height of rear door.	600 mm	mm
g)	Additional upper rear door of height.	700 mm	mm
h)	Both sides to an easy to clean polyester outdoor material.	Yes	----- (Y/N)
i)	One piece tarpaulin supplied covering the whole rear body, with provision to be folded and tied so as to have the rear open.	Yes	----- (Yes/No)
j)	Body top fitted with cross pipes (reinforced) for tarpaulin, 400mm height from top of body sides.	Yes, Yes	(Y/N)

k)	Full length 20mm (diameter) welded steel rods on both body sides and rear for tying tarpaulin.	Yes, Yes	(Y/N)
l)	Suitable size tool box to be fitted under body on the left side.	Yes	(Y/N)
m)	Suitable size rear mudguards fitted.	Yes	(Y/N)
o)	Chevrons and reflectors fitted on rear to conform to Kenya Traffic Act.	Yes	(Y/N)
p)	Stone guards fitted for tail lights.	Yes	(Y/N)
q)	Suitable size tarpaulin to be supplied with body (user to specify colour).	Yes	(Y/N)
r)	All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be preceded by one coat primer and final top coat (colour to be specified by user).	Yes, Yes, Yes	(Y/N)
13	WARRANTY & MANUALS		
a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	(Y/N)
b)	Warranty duration, min.	12 Months or 100,000 Km whichever occurs first.	(Y/N)
d)	All literature in the English language.	Yes (Mandatory)	----- (Y/N)
e)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Specify which available 1 per vehicle	----- ----- (Y/N)
14.	OTHER REQUIREMENT		
a)	Truck to be registered with the registrar of motor vehicles.	Yes	----- (Y/N)
b)	Truck will be inspected by the Chief Mechanical and Transport Engineer, through the construction stages for compliance with the specification.	Yes	----- (Yes/No)
c)	Franchise holder (representative in Kenya) If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	_____(Y/N) -----

d)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- ----- ----- ----- ----- ----- ----- -----
e)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities	Specify	----- ----- ----- ----- ----- ----- -----

SPECIFICATION: LOT 5 - MTD – 2563– 401 – 20		
TENDERER'S NAME:	NO.	
TENDER NO:	ITEM NO:	EST. QTY : 27
DESCRIPTION: HEAVY DUTY BASIC LIFE SUPPORT(B.L.S) AMBULANCE, 4WD		

TENDERER'S Column to be completed by tenderer TENDERERS			
	SPECIFICATION	REQUIRED	TENDERER'S
	Make	-	_____
	Model	-	_____
	Country of origin	-	_____
	Manufacturer's literature, authorisation and specifications to be attached when tendering..	Yes (Mandatory)	_____(Y/N)
1.	<u>GENERAL</u>		
a)	A standard production, 4x4, hard-top ambulance of latest design, robust construction in current production, suitable for operating both "on and off" road conditions	Yes	_____(Y/N)
b)	To be for Basic Life Support (B.L.S) , equipped for inter-facility transportation and pre-hospital response to ill or injured patients, performing basic and intermediate airway procedures, work on traumas until Emergency Medical Support (EMS) arrives for further assessment of the patient.	Yes	_____(Y/N)
c)	Supplied new.	Yes	_____(Y/N)
2.	<u>DIMENSIONS, WEIGHTS AND PERFORMANCE</u>		
a)	Overall length.	5,000-5,200 mm	_____mm
b)	Overall width.	1,700-2,000 mm	_____mm
c)	Overall height.	1,600-1,900mm	_____mm
d)	Wheelbase.	2,900-3,100mm	_____mm
e)	Max. G.V.W, min.	3,100 Kg	_____Kg
f)	Kerb weight, max.	2,300 Kg	_____Kg
g)	Ground clearance, min.	220 mm	_____mm
3.	<u>ENGINE</u>		
a)	Make	-	_____
b)	Model	-	_____

c)	Country of origin	-	
d)	Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)
e)	Piston displacement.	2,900-4,200cc	_____cc
f)	Maximum power output / rpm, min.	95 KW	_____KW _____rpm
g)	Maximum torque developed /rpm, min.	280 Nm	_____Nm _____rpm
h)	Fuel tank capacity, min.	90 Lt	_____Lt
i)	Extra fuel tank fitted, capacity, min.	40 Lt	_____Lt
J)	Average fuel consumption (combined urban and highway)	Specify	-----km/l
4.	<u>CLUTCH AND TRANSMISSION</u>		
a)	Manual synchromesh gearbox, with selector from 2WD to 4WD.	Yes	_____(Y/N)
b)	Transmission speeds	5F/1R	speed
c)	Drive configuration	4x4	_____(Y/N)
5.	<u>BRAKES AND TYRES</u>		
a)	Hydraulic actuation with anti lock braking system (Abs).	Yes	_____(Y/N)
c)	Locally available, All Terrain tyres which can endure any off-road conditions in the country	Yes (Mandatory)	_____(Y/N)
6.	<u>SUSPENSION AND STEERING</u>		
a)	Front and rear suspension, with telescopic dampers.	Yes	_____(Y/N)
b)	Power assisted steering	Yes	_____
c)	Front dual airbags.	Yes (Mandatory)	_____(Y/N)
d)	Air conditioner	Yes Mandatory	_____(Y/N)
e)	FM Radio with MP3 player fitted	Yes	_____(Y/N)
10.	<u>REAR COMPARTMENT & MEDICAL EQUIPMENT</u>		
a)	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
b)	Body builder profile/prior work to also be provided when tendering.	Yes	_____(Y/N)

		(Mandatory)	
c)	Manufacturer literature for all equipment to be attached.	Yes (Mandatory)	(Y/N)
d)	Rear patient compartment to be separated from driver compartment by a bulk head wall, with a sliding glass window for communication between driver cabin and patient compartment. Window-Tinting, 2 small cross on side doors and one on rear, to have illuminated AMBULANCE , sign on it.	Yes	_____ (Y/N)
e)	Linoleum or plywood anti slip waterproof floor board.	Yes	_____ (Y/N)
f)	Patient compartment to have storage cabinets for storage of equipment and medical items. Material to be easy clean and hygiene friendly.	Yes	_____ (Y/N)
h)	Patient handling equipment: Main Stainless Steel Stretcher with safety belt and the stretcher is mounted on the floor with rail and locking system. Adjusts to six height levels. Adjustable backrest angle from 0 to 75°. <input type="checkbox"/> Dimensions, approx: L= 188cm, W= 52cm, H= 23cm <input type="checkbox"/> Multiple height and inclination adjustments <input type="checkbox"/> Cover made from tough vinyl coated nylon that is tough and easily wiped clean, and fungus and rot resistant. <input type="checkbox"/> Made from Stianless steel frame <input type="checkbox"/> Four swivel wheels	Yes	_____ (Y/N)
i)	Ambulance attendant seat which is foldable to make more storage space below seating area. At least 2 other seats in patient compartment	Yes	_____ (Y/N)
k)	Contour mattress, Blanket and Bedding materials to be supplied with main stretcher.	Yes	_____ (Y/N)
l)	Comprehensive first aid kit 50Pax	Yes	_____ (Y/N)
m)	Ceiling-mounted IV rails	Yes	_____ (Y/N)
n)	4 x 12v sockets, plugs and switches to be fitted complete with wiring into consumer board, 2000W inverter to be provided for 240v onboard equipment	Yes	_____ (Y/N)
o)	LED Interior Lights wired.	Yes	_____ (Y/N)
p)	Patient compartment to have electrical ventilation fan fitted, also be air-conditioned	Yes	_____ (Y/N)

q)	2 piece foldable foam bench with hard wearing water proof upholstery, to be able to seat patients/attendant.	Yes	_____ (Y/N)
r)	carrying sheet/canvas	Yes	_____ (Y/N)
s)	Foldable stretcher	Yes	_____ (Y/N)
t)	immobilization equipment: -traction Splint – Adult & child - Sager splint -immobilization set -cervical immobilization - Head immobilizer	Yes	_____ (Y/N)
u)	Ventilation equipment: 2 no. Oxygen Cylinders 10ltr fastened on the vehicle, With Regulator, flow meter, mucus aspirator, and masks (adult & paediatric) - suction machine 12/240V	Yes	_____ (Y/N)
v)	Diagnostic equipment: -manual BP monitor -oximeter -stethoscope -glucometer -Diagnostic light	Yes	_____ (Y/N)
w)	Equipment for life threatening problems: -External Defibrillator, ECG Monitor and patient monitor.	Yes	_____ (Y/N)
x)	Bandaging and nursing: -Disinfectants -Material for wound treatment -Kidney bowls -Vomiting bags -Non glass urine bottles -Sharps containers -Clean gloves -Waste bags	Yes	_____ (Y/N)
11	OTHER EQUIPMENT		
a)	Rescue and protection materials: -Fire extinguisher	Yes	_____ (Y/N)
b)	Special features for noting” - 2 no’s HI-viz jackets - Spinal board - Scoop stretcher	Yes	_____ (Y/N)
c)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5mm with jacking points and under plate. Bull bar must be high quality powder coated,	Yes	_____ (Y/N)

d)	internationally manufactured, tested complete with airbag certification	Yes	_____ (Y/N)
e)	Electric winch, 5400 Kgs min.30m SR steel cable rope, water proof. LED torch incorporated in wireless handheld remote for safety reasons. Samples to be provided for approval.	Yes	_____ (Y/N)
f)	Fitted with a roof mounted red and amber light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system	Yes	_____ (Y/N)
g)	LED flasher Grille lights & LED side and rear lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes	_____ (Y/N)
h)	All fitments and accessories to have full uniformity in all ambulances without any variation in design, shape, size, type installation or colour.	Yes	----- (Y/N)
i)	Constructed sample with equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided for verification.	Yes (Mandatory)	_____(Y/N)
12	<u>WARRANTY & MANUALS</u>		
a)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	_____ (Y/N)
b)	Warranty duration min., 12 Months or 100,000 Km whichever occurs first.	specify	_____Months _____Km
c)	Spare wheel, drivers handbook and service schedule, Manufacturer's standard tool kit supplied.	Yes	_____ (Y/N)
13	<u>OTHER REQUIREMENTS</u>		
a)	Ambulance to be registered with the registrar of motor vehicles.	Yes	_____ (Y/N)
b)	Pre delivery inspection to be done by the Chief Mechanical and Transport Engineer prior to delivery to the user	Yes Mandatory	----- (Y/N)
c)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities		----- ----- ----- -----

SPECIFICATION NO. LOT 6a- <u>MTD-2565-045-20</u>		
TENDERER'S NAME _____	NO: _____	
TENDER NO: _____	ITEM NO: _____	EST. QTY: <u>140</u>
DESCRIPTION: <u>MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2500cc</u> <u>DIESEL WITH SUPERSTRUCTURE & CANVAS</u>		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes(Mandatory)	_____(Y/N)
Evaluation team will perform due diligence to ascertain the authenticity of information in attached literature. Any amendment on the literature from the standard manufacturer's literature so as to suit tender requirements will lead to disqualification.	Yes	_____(Y/N)

1. GENERAL

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

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a)	Overall length.	5,000-5,300 mm	_____mm
b)	Overall width.	1,800-2,000 mm	_____mm

c)	Overall height.	1,750-2,000 mm	_____mm
d)	Wheelbase.	2,900-3,200 mm	_____mm
e)	Ground clearance, min.	220 mm	_____mm
f)	wading depth, min.	600 mm	_____mm
g)	Max. G.V.W, min.	2,750 Kg	_____Kg
h)	Kerb weight approx.	2,000 Kg	_____Kg
i)	Max. payload, min.	950 Kg	_____Kg

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine to be comonrail diesel technology, with turbocharger	Yes (Mandatory)	_____(Y/N)
e)	Piston displacement.	1900 - 2500cc	_____cc
f)	Number of cylinders.	4	_____No.
g)	Maximum power output / rpm, min.	100 Kw	_____Kw _____rpm
h)	Maximum torque developed /rpm, min.	310 Nm	_____Nm _____rpm
i)	Fuel consumption (average)	specify	.....
j)	Fuel tank capacity, min.	80 Lt	_____Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. TRANSMISSION SYSTEM

a)	Manual transmission, all synchromesh gearbox	Yes (Mandatory)	_____(Y/N)
b)	Clutch, dry single plate, diaphragm type	Yes	_____(Y/N)
c)	Hydraulic, clutch actuation	Yes	_____(Y/N)
d)	Speeds, min	5F/1R	_____(Y/N)

e)	Drive configuration to be 4x4, with a switch for engaging four wheel drive	Yes (Mandatory)	_____(Y/N)
f)	With Limited Slip Differential technology	Yes (Mandatory)	_____(Y/N)

5. BRAKES AND TYRES

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

6. SUSPENSION, STEERING & BODY

a)	Independent front suspension, with telescopic dampers both front and rear	specify front rear	_____ _____
b)	Power assisted steering	Yes	_____(Y/N)
c)	Roomy cab to seat 5 adults comfortably including driver, driver's seat adjustable in the first row.	Yes	_____(Y/N)
d)	To have driver and front passenger airbags.	Yes (Mandatory)	_____(Y/N)
e)	Fitted with air conditioning system	Yes (Mandatory)	_____(Y/N)
f)	To have power window winding mechanism for all doors.	Yes	_____(Y/N)
g)	Door reinforcement beams for side impact protection.	Yes (Mandatory)	_____(Y/N)

7. REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES

	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
--	---	---	----------------------------------

	Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)
a)	Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5”, class B powder coated and a tying system for the canvas (minimum 450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.	Yes	_____(Y/N)
b)	Bed liner – over rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	----- (Yes/No)
c)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes	----- (Yes/No)
d)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
e)	Water proof electric winch, 5400Kg min, with 30m SR steel cable rope, wireless handheld remote (for safety reasons).	Yes	----- (Y/N)
f)	Powder coated Steel Rear bar with jacking point.	Yes	----- (Y/N)
g)	LED flasher Grille lights & LED internal Windscreen strobe lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes	----- (Y/N)
h)	Dual Battery system with additional maintenance free battery. Minimum 275Amp with automated battery charging manager to charge both batteries, override rocker switch, Dual Battery monitor mounted securely in the cabin. All auxiliary equipment to be connected to dual battery.	Yes	----- (Y/N)
i)	On board air compressor minimum 160l/min capacity, min 8m heat resistant air hose to be used to inflate tyres. Cast alloy housing, cabling and inline fuse required. Mounted securely at the back of the seat.	Yes	----- (Y/N)
j)	Foldable Road block spikes with stainless steel spikes. Mechatronic remote control operation device, 12v, LxW 5,000 x 185 mm, spike length 40 mm. To be encased in a briefcase type box.	Yes	----- (Y/N)
k)	Collapsible LED Cones, bright orange colour, visibility upto 800ft, min. 5 led lights, USB charging cable, with rechargeable lithium battery, min. 200mA.	Yes	----- (Y/N)

l)	4MIL medium / clear safety - security film fitted on all windows	Yes	----- (Y/N)
m)	Re-spray and brand to police colours as required (using 2K paint).	Yes	----- (Y/N)
n)	Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes	_____(Y/N)
o)	High raise jack 48” mounted inside driver cabin and jacking points.	Yes	_____(Y/N)
p)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification	Yes	_____(Y/N)
q)	Front and rear light guard	Yes	_____(Y/N)
r)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes	----- (Y/N)
s)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	_____(Y/N)

10. EQUIPMENT

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

11. WARRANTY & MANUALS

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	_____(Y/N)
b)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____(Y/N)
c)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	____Km ____mths
d)	Driver's handbook and service schedule supplied.	Yes	_____(Y/N)

12. OTHER REQUIREMENT

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	_____(Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	_____(Y/N)
c)	Firm' s Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 6b-MTD-2566-045-20		
TENDERER'S NAME _____	NO: _____	
TENDER NO: _____	ITEM NO: _____	EST. QTY: <u>345</u>
DESCRIPTION: <u>MEDIUM DUTY PICK UP, DOUBLE CAB, 4x4, 1900 -2500 cc</u> <u>DIESEL</u>		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes (Mandatory)	_____(Y/N)
Evaluation team will perform due diligence to ascertain the authenticity of information in attached literature. Any amendment on the literature from the standard manufacturer's literature so as to suit tender requirements will lead to disqualification.	Yes	_____(Y/N)

1. GENERAL

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

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a)	Overall length.	5,000-5,300 mm	_____mm
b)	Overall width.	1,800-2,000 mm	_____mm

c)	Overall height.	1,750-2,000 mm	_____mm
d)	Wheelbase.	2,900-3,200 mm	_____mm
e)	Ground clearance, min.	220 mm	_____mm
f)	Wading depth, min.	600 mm	_____mm
g)	Max. G.V.W, min.	2,750 Kg	_____Kg
h)	Kerb weight approx.	2,000 Kg	_____Kg
i)	Max. payload, min.	950 Kg	_____Kg

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine to be comonrail diesel technology, with turbocharger	Yes (Mandatory)	_____(Y/N)
e)	Piston displacement.	1900 - 2500cc	_____cc
f)	Number of cylinders.	4	_____No.
g)	Maximum power output / rpm, min.	100 Kw	_____Kw _____rpm
h)	Maximum torque developed /rpm, min.	310 Nm	_____Nm _____rpm
i)	Fuel consumption (average)	specify	.....
j)	Fuel tank capacity, min.	80 Lt	_____Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. TRANSMISSION SYSTEM

a)	Manual transmission, all synchromesh gearbox	Yes (Mandatory)	_____(Y/N)
b)	Clutch, dry single plate, diaphragm type	Yes	_____(Y/N)
c)	Hydraulic, clutch actuation	Yes	_____(Y/N)
d)	Speeds, min	5F/1R	_____(Y/N)

e)	Drive configuration to be 4x4, with a switch for engaging four wheel drive	Yes (Mandatory)	_____(Y/N)
f)	With Limited Slip Differential technology	Yes (Mandatory)	_____(Y/N)

5. BRAKES AND TYRES

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

6. SUSPENSION, STEERING & BODY

a)	Independent front suspension, with telescopic dampers both front and rear	specify front rear	_____ _____
b)	Power assisted steering	Yes	_____(Y/N)
c)	Roomy cab to seat 5 adults comfortably including driver, driver's seat adjustable in the first row.	Yes	_____(Y/N)
d)	To have driver and front passenger airbags.	Yes (Mandatory)	_____(Y/N)
e)	Fitted with air conditioning system	Yes (Mandatory)	_____(Y/N)
f)	To have power window winding mechanism for all doors.	Yes	_____(Y/N)
g)	Door reinforcement beams for side impact protection.	Yes (Mandatory)	_____(Y/N)
h)	To have side-steps for both front and rear passengers (can be standard or fitted later).	Yes	_____(Y/N)

7. **REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES**

a)	Rear pick up body to have a bed liner (over rail drop) complete with door piece. Minimum 3.5mm thickness.	Yes	------(Yes/No)
----	---	-----	----------------

b)	To have a hard, foldable bed cover of tri-fold design, which is water tight and dust sealing. For security, cover to have a latching system that can only be operated when the tailgate has been opened.	Yes	------(Yes/No)
c)	To install a tailgate key-locking mechanism (if vehicle does not have one as standard)	Yes	------(Yes/No)

8. EQUIPMENT

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

9. WARRANTY & MANUALS

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	_____(Y/N)
b)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____(Y/N)
c)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	____Km ____mths
d)	Driver's handbook and service schedule supplied.	Yes	_____(Y/N)

10. OTHER REQUIREMENT

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes (Mandatory)	_____(Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	_____(Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spares	Indicate motor vehicle dealers who stock spare parts.	

e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
----	--	---------	--

SPECIFICATION NO. LOT 7- MTD-2568-047-20		
TENDER NO:	ITEM NO:	EST. QTY: 80
TENDERER'S NAME:		
DESCRIPTION: HEAVY DUTY, UTILITY VEHICLE, 4x4, 5 SEATER, 2001-2500cc, DIESEL.		

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

SPECIFICATION	REQUIRED	TENDERER'S
Make	-	
Model	-	
Country of origin	-	
Manufacturer's original literature, authorization and specifications supplied.	Yes Mandatory	------(Y/N)

1. GENERAL

a) A standard production, heavy duty utility vehicle, capable of handling off-road conditions, yet offering a comfortable ride with convenience.	Yes	------(Y/N)
b) Suitable for transportation of senior officers during security operations in areas of mixed terrains.		
c) Supplied new.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length.	4,700-5,000 mm	-----mm
b) Overall width.	1,800-2,000 mm	-----mm
c) Overall height.	1,600-1,900 mm	-----mm
d) Wheelbase.	2,600-2,800 mm	-----mm
e) Kerb weight.	1,900-2,300 Kg	-----Kg
f) passenger capacity, min.	5 No.	-----No.

3. ENGINE

a) Make	-	
b) Model	-	

c)	Country of origin	-	
d)	Engine type Diesel, 4 Stroke.	Yes	------(Y/N)
e)	Engine cooling system, water.	Yes	------(Y/N)
f)	Piston displacement range.	2,001-2,500 cc	-----cc
g)	Number of cylinders.	4	-----No.
h)	Maximum power output, (Kw/ rpm), min.	100 Kw	-----KW/rpm
i)	Maximum torque developed, (NM/ rpm), min.	320 Nm	-----Nm/rpm
j)	Fuel tank capacity, min.	65 Lt	-----Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. TRANSMISSION

a)	Automatic transmission	Yes Mandatory	------(Y/N)
b)	4x4 drive configuration.	Yes Mandatory	------(Y/N)
c)	To have cruise control.	Yes	------(Y/N)
d)	To have hill holder safety feature.	Yes	------(Y/N)

5. BRAKES AND TYRES

a)	Assisted hydraulic, dual brake with ABS system and Electronic Brake Distribution.	Yes Mandatory	------(Y/N)
b)	Disc brakes both at front and rear	Yes	------(Y/N)
c)	Fitted with tyres which offer high grip and stability, must be locally available.	Yes	------(Y/N)
d)	Optimum tyre size.	specify	

6. SUSPENSION AND STEERING

a)	Independent Heavy duty front and rear suspension.	Yes	------(Y/N)
b)	Coil springs with telescopic dampers both at front and rear.	Yes	------(Y/N)

c)	Assisted steering.	Yes	------(Y/N)
d)	Adjustable steering column.	Yes	------(Y/N)

7. STATION WAGON

a)	4 doors SUV body, with rear station wagon door	Yes	------(Y/N)
b)	Headroom: Front	1,000 mm	-----mm
c)	Headroom: Rear	970 mm	-----mm
d)	Legroom: Front	1,100 mm	-----mm
e)	Legroom: Rear	950 mm	-----mm
f)	Hip room: Front	1,400 mm	-----mm
g)	Hip room: Rear	1,400 mm	-----mm
h)	Rear Seat Recline	Yes	------(Y/N)
i)	To be fitted with power windows, power adjustable and retract rear view mirrors, fog lights and reverse camera.	Yes	------(Y/N)
j)	Body finish, high gloss colour (to be specified by user)	Yes	------(Y/N)

8 EQUIPMENT

a)	Automatic, dual air conditioning system.	Yes Mandatory	------(Y/N)
b)	Front dual air bags	Yes Mandatory	------(Y/N)
c)	FM radio with CD player and both front and rear speakers.	Yes	------(Y/N)
d)	Spare wheel supplied with jack and wheel brace.	Yes	------(Y/N)
e)	Manufacturer's standard tools supplied.	Yes	------(Y/N)

9 SAFETY FEATURES

a)	Curtain SRS airbags, both front and rear.	Yes Mandatory	------(Y/N)
b)	To have Electronic Stability Control system.	Yes Mandatory	------(Y/N)

c)	To have Traction Control system.	Yes Mandatory	----- (Y/N)
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10 WARRANTY

a)	All literature in English language.	Yes	----- (Y/N)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c)	Warranty duration min., 12 Months or 100,000 Km whichever occurs first.	specify	----- Months ----- Km
a)	Drivers handbook with service schedule supplied	Yes	(Y/N)

11 OTHER REQUIREMENT

a)	Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	----- (Y/N)
b)	Vehicle to be inspected by the Chief Engineer - Mechanical for compliance with the specification prior to delivery to the user.	Yes	----- (Y/N)
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 8a- MTD-2570-045-20

TENDERER'S NAME _____ NO: _____

TENDER NO: _____ ITEM NO: _____ EST. QTY: 100

DESCRIPTION: LIGHT DUTY SINGLE CAB PICK-UP, 4x4, 1,900- 2,500cc, DIESEL, WITH SUPERSTRUCTURE & CANVAS

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes (Mandatory)	_____(Y/N)

1. GENERAL

a)	A Standard production, light duty, 4x4, single cab pick up vehicle designed for operating on both "on and off" road conditions. Suitable for security operations to transport personnel and equipment.	Yes	_____(Y/N)
b)	Location of intended use is posts in urban and semi-urban areas of the country, which have relatively good road network, but still have poorly maintained roads, like in informal settlements.	Yes	_____(Y/N)
c)	Supplied new.	Yes	_____(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a)	Overall length.	4,800-5,200 mm	_____mm
b)	Overall width.	1,600-1,900 mm	_____mm
c)	Overall height.	1,600-2,000 mm	_____mm
d)	Wheelbase.	2,800-3,200 mm	_____mm
e)	Ground Clearance, min.	210 mm	_____mm
f)	Max. G.V.W, min.	2,600 Kg	_____Kg

g)	Kerb weight, max	2100 Kg	_____Kg
h)	Max. payload, min.	850 Kg	_____Kg

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Fuel system to be diesel common rail system, turbocharged,	Yes (Mandatory)	_____(Y/N)
e)	Engine type, Diesel, 4 stroke, Water cooled.	Yes	_____(Y/N)
f)	Piston displacement.	1900 – 2,500 cc	_____cc
g)	Number of cylinders, min.	4 No.	_____No.
h)	Maximum power output, min.	85 Kw	_____Kw _____rpm
i)	Maximum torque developed, min.	230 Nm	_____Nm _____rpm
j)	Fuel tank capacity, min.	70 Lt	_____Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. CLUTCH AND TRANSMISSION

a)	Manual transmission, all synchromesh gearbox	Yes (Mandatory)	_____(Y/N)
b)	Clutch, dry single plate, diaphragm type	Yes	_____(Y/N)
c)	Hydraulic, clutch actuation	Yes	_____(Y/N)
d)	Speeds, min	5F/1R	_____(Y/N)
e)	Drive configuration to be 4x4 with a switch (or knob) for engaging four wheel drive	Yes (Mandatory)	_____(Y/N)

5. BRAKES AND TYRES

a)	Assisted hydraulic brakes with ABS system.	Yes (Mandatory)	_____(Y/N)
----	--	--------------------	------------

b)	Drum or disc brake	specify front specify rear	_____ _____
c)	Locally available, All Terrain tubeless tyres which can endure any off-road conditions in the country	Yes (Mandatory)	_____(Y/N)
d)	Optimum tire size	Specify	

6. SUSPENSION, STEERING & BODY

a)	Independent front suspension, with telescopic dampers both front and rear	specify front rear	_____ _____
b)	Power assisted steering	Yes	_____(Y/N)
c)	Roomy cab to seat 2 adults comfortably including driver.	Yes	_____(Y/N)
d)	To have driver and front passenger airbags.	Yes (Mandatory)	_____(Y/N)

7. **REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES**

a)	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
b)	Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)
c)	Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5”, class B powder coated and a tying system for the canvas (minimum 450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.	Yes	_____(Y/N)
d)	Bed liner – over rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	------(Yes/No)
e)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes	------(Yes/No)

f)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
g)	Water proof electric winch, 5400Kg min, with 30m SR steel cable rope, wireless handheld remote (for safety reasons).	Yes	----- (Y/N)
h)	Powder coated Steel Rear bar with jacking point.	Yes	----- (Y/N)
i)	LED flasher Grille lights & LED internal Windscreen strobe lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes	----- (Y/N)
j)	Dual Battery system with additional maintenance free battery. Minimum 275Amp with automated battery charging manager to charge both batteries, override rocker switch, Dual Battery monitor mounted securely in the cabin. All auxiliary equipment to be connected to dual battery.	Yes	----- (Y/N)
k)	On board air compressor minimum 160l/min capacity, min 8m heat resistant air hose to be used to inflate tyres. Cast alloy housing, cabling and inline fuse required. Mounted securely at the back of the seat.	Yes	----- (Y/N)
l)	Foldable Road block spikes with stainless steel spikes. Mechatronic remote control operation device, 12v, LxW 5,000 x 185 mm, spike length 40 mm. To be encased in a briefcase type box.	Yes	----- (Y/N)
m)	Collapsible LED Cones, bright orange colour, visibility upto 800ft, min. 5 led lights, USB charging cable, with rechargeable lithium battery, min. 200mA.	Yes	----- (Y/N)
n)	4MIL medium / clear safety - security film fitted on all windows	Yes	----- (Y/N)
o)	Re-spray and brand to police colours as required (using 2K paint).	Yes	----- (Y/N)
p)	Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes	_____(Y/N)
q)	High raise jack 48" mounted inside driver cabin and jacking points.	Yes	_____(Y/N)
r)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification	Yes	_____(Y/N)

s)	Front and rear light guard	Yes	_____(Y/N)
t)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes	----- (Y/N)
u)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	_____(Y/N)

10. EQUIPMENT

a)	FM radio with CD player fitted	Yes	(Y/N)
b)	Spare wheel and external carrier fitted.	Yes	_____(Y/N)
c)	Manufacturer's standard tools, supplied.	Yes	_____(Y/N)

11. WARRANTY & MANUALS

a)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____(Y/N)
b)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	specify	____Km ____mths
c)	Driver's handbook and service schedule supplied.	Yes	_____(Y/N)

12. OTHER REQUIREMENT

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes	_____(Y/N)
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	_____(Y/N)
c)	Vehicle offered to be in current local assembly, meaning that it is already being locally assembled. This requirement is mandatory.	Yes	_____(Y/N)
d)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
e)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	

f) Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	
---	---------	--

SPECIFICATION NO. LOT 8b- <u>MTD-2569-045-20</u>		
TENDERER'S NAME _____	NO: _____	
TENDER NO: _____	ITEM NO: _____	EST. QTY: 240
DESCRIPTION: <u>MEDIUM DUTY PICK-UP, SINGLE CAB, 4x4, 2,200- 3,000cc DIESEL, WITH SUPERSTRUCTURE & CANVAS</u>		

TENDERER'S SPECIFICATION Column to be completed by ALL

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	_____
MODEL	-	_____
COUNTRY OF ORIGIN	-	_____
Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes(Mandatory)	_____(Y/N)

1. GENERAL

a)	A Standard production, 4x4, single cab pick up vehicle designed for operating on both 'on' and 'off' road conditions. Suitable for security operations to transport personnel and equipment.	Yes	_____(Y/N)
b)	Location of intended use is out-posts in semi-arid areas of the country where, besides poor roads, conditions can also get muddy with high flooding.	Yes	_____(Y/N)
c)	Supplied new.	Yes	_____(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a)	Overall length.	5,100-5,400 mm	_____mm
b)	Overall width.	1,800-2,200 mm	_____mm
c)	Overall height.	1,800-2,000 mm	_____mm
d)	Wheelbase.	3,000-3,300 mm	_____mm
e)	Ground Clearance, min.	235 mm	_____mm
f)	Approach angle, min.	25 °	_____degrees

g)	Departure angle, min.	25 °	_____degrees
h)	Ramp angle, min.	25 °	_____degrees
i)	wading depth, min.	750 mm	_____mm
j)	Max. G.V.W, min.	3,000 Kg	_____Kg
k)	Kerb weight, max	2,000 Kg	_____Kg
l)	Max. payload, min.	1,000 Kg	_____Kg

3. ENGINE

a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine to be comonrail diesel technology, with turbocharger	Yes (Mandatory)	_____(Y/N)
e)	Piston displacement.	2200 – 3,000 cc	_____cc
f)	Number of cylinders, min.	4 No.	_____No.
g)	Maximum power output, min.	110 Kw	_____Kw _____rpm
h)	Maximum torque developed, min.	230 Nm	_____Nm _____rpm
i)	Engine aspiration to be turbocharged	Yes (Mandatory)	_____(Y/N)
j)	Fuel tank capacity, min.	80 Lt	_____Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. CLUTCH AND TRANSMISSION

a)	Manual transmission, all synchromesh gearbox	Yes (Mandatory)	_____(Y/N)
b)	Clutch, dry single plate, diaphragm type	Yes	_____(Y/N)
c)	Hydraulic, clutch actuation	Yes	_____(Y/N)
d)	Speeds, min	5F/1R	_____(Y/N)
e)	Drive configuration to be 4x4 with a switch (or knob) for engaging four wheel drive	Yes (Mandatory)	_____(Y/N)

f)	With Limited Slip Differential technology	Yes (Mandatory)	_____(Y/N)
----	---	--------------------	------------

5. BRAKES AND TYRES

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

6. SUSPENSION, STEERING & BODY

a)	Independent front suspension, with telescopic dampers both front and rear	specify front rear	_____ _____
b)	Power assisted steering	Yes	_____(Y/N)
c)	Roomy cab to seat 2 adults comfortably including driver.	Yes	_____(Y/N)
d)	To have driver and front passenger airbags.	Yes (Mandatory)	_____(Y/N)
e)	Fitted with air conditioning system	Yes	_____(Y/N)
f)	To have power window winding mechanism for all doors.	Yes	_____(Y/N)

7. REAR PICK - UP CONSTRUCTION & EQUIPMENT/ACCESSORIES

	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- ----- -----
	Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)

a)	Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5”, class B powder coated and a tying system for the canvas (minimum 450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.	Yes	_____(Y/N)
b)	Bed liner – over rail drop in liner complete with door piece. Minimum 3.5mm thickness	Yes	----- (Yes/No)
c)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes	----- (Yes/No)
d)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes	----- (Y/N)
e)	Water proof electric winch, 5400Kg min, with 30m SR steel cable rope, wireless handheld remote (for safety reasons).	Yes	----- (Y/N)
f)	Powder coated Steel Rear bar with jacking point.	Yes	----- (Y/N)
g)	LED flasher Grille lights & LED internal Windscreen strobe lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes	----- (Y/N)
h)	Dual Battery system with additional maintenance free battery. Minimum 275Amp with automated battery charging manager to charge both batteries, override rocker switch, Dual Battery monitor mounted securely in the cabin. All auxiliary equipment to be connected to dual battery.	Yes	----- (Y/N)
i)	On board air compressor minimum 160l/min capacity, min 8m heat resistant air hose to be used to inflate tyres. Cast alloy housing, cabling and inline fuse required. Mounted securely at the back of the seat.	Yes	----- (Y/N)
j)	Foldable Road block spikes with stainless steel spikes. Mechatronic remote control operation device, 12v, LxW 5,000 x 185 mm, spike length 40 mm. To be encased in a briefcase type box.	Yes	----- (Y/N)
k)	Collapsible LED Cones, bright orange colour, visibility upto 800ft, min. 5 led lights, USB charging cable, with rechargeable lithium battery, min. 200mA.	Yes	----- (Y/N)
l)	4MIL medium / clear safety - security film fitted on all windows	Yes	----- (Y/N)

m)	Re-spray and brand to police colours as required (using 2K paint).	Yes	----- (Y/N)
n)	Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes	_____(Y/N)
o)	High raise jack 48”mounted inside driver cabin and jacking points.	Yes	_____(Y/N)
p)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification	Yes	_____(Y/N)
q)	Front and rear light guard	Yes	_____(Y/N)
r)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes	----- (Y/N)
s)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	_____(Y/N)

10. EQUIPMENT

a)	FM radio with CD player fitted	Yes	(Y/N)
b)	Spare wheel and external carrier fitted.	Yes	_____(Y/N)
c)	Manufacturer's standard tools, supplied.	Yes	_____(Y/N)

11. WARRANTY & MANUALS

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	_____(Y/N)
b)	Each vehicle supplied should carry a statement of warranty.	Yes (Mandatory)	_____(Y/N)
c)	Vehicle warranty min., 100,000 Km or 12 Months whichever occurs first.	Specify	____Km ____mths
d)	Driver’s handbook and service schedule supplied.	Yes	_____(Y/N)

12. OTHER REQUIREMENT

a)	Vehicle to be registered with the registrar of motor vehicles.	Yes	
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	
c)	Firm' s Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	

SPECIFICATION NO. LOT 9- MTD-1463-048-20		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	EST. QTY : 92
DESCRIPTION: HEAVY DUTY, UTILITY PASSENGER VEHICLE, 4x4, L.W.B., 2900 - 4200cc, DIESEL.		

TENDERER'S Column to be completed by tenderer

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

1. GENERAL

a) A standard production, 4x4 Diesel Utility vehicle Station wagon of latest design in class, robust construction, in current production.	Yes, Yes, Yes	------(Y/N)
b) Supplied new.	Yes	------(Y/N)
c) Designed to medium duty specifications, capable of operating in tropical conditions in extremes of mud and dust.	Yes, Yes	------(Y/N)
d) Most suitable for operating on both "on and off" road conditions.	Yes	------(Y/N)
e) Most suitable for personnel transportation.	Yes	------(Y/N)

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a) Overall length approx.	5,000 mm	-----mm
b) Overall width approx.	1,900mm	-----mm
c) Overall height, min.	1850 mm	-----mm
d) Wheelbase approx.	2,900 mm	-----mm
e) Ground clearance, min.	200 mm	-----mm
f) Max. G.V.W. min.	3,000 kg	-----Kg
g) Kerb weight min.	2,300kg	-----Kg
h) Payload approx	700 kg	-----Kg

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
i) Max. gradient, min.	0.6	-----
j) Wading depth, min.	400mm	-----mm

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine performance curves supplied.	Yes	------(Y/N)
e) Engine type Diesel, 4 Stroke.	Yes, Yes	------(Y/N)
f) Engine cooling system, water.	Yes	------(Y/N)
g) Piston displacement.	2900-4200cc	-----cc
h) Number of cylinders.	specify	
i) Maximum power output, (Kw/ rpm), min..	80Kw/3800rpm	-----KW/rpm
j) Maximum torque developed, (NM/ rpm), min.	260NM/3400rpm	-----NM/rpm
k) Air filter, disposable/oil bath	specify	
l) Oil and fuel filter type.	disposable	
m) Average fuel consumption (Combined urban and highway)	specify	-----Km/l
n) Fuel tank capacity, min.	90 Lt	-----Lt

4. CLUTCH AND TRANSMISSION

a) Manual transmission.	Yes mandatory	------(Y/N)
b) Hydraulic, clutch actuation.	Yes	------(Y/N)
c) All synchromesh gearbox, with 2 speed reduction transfer gearbox.	Yes, Yes	------(Y/N)
d) Transmission speeds	5 speed	speed
e) Permanent 4WD or with selector from 2WD to 4WD.	specify	-----
f) Differential lock provided.	Yes	------(Y/N)
g) Freewheeling hubs fitted.	Yes	------(Y/N)

5. BRAKES AND TYRES

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
a) Assisted hydraulic, dual brake system.	Yes, Yes	----- (Y/N)
b) Brakes, disc at front or all round	specify front	
	Rear	
c) Mechanical Parking brake, to act on transmission or rear wheels	Yes specify	----- (Y/N)
d) Tyre locally available.	Yes	----- (Y/N)
e) Optimum tyre size.	Specify size	

6. SUSPENSION AND STEERING

a) Independent Heavy duty front and rear suspension.	Yes	----- (Y/N)
b) Heavy duty leaf or coil springs with telescopic dampers.	specify front	
	rear	
c) Assisted steering.	Yes	----- (Y/N)
d) Right hand drive steering.	Yes	----- (Y/N)

7. STATION WAGON

a) 4 No. side doors and rear side-swing door station wagon.	Yes	----- (Y/N)
b) To seat at least 8 adults (including driver) comfortably.	Yes	----- (Y/N)
c) To be fitted with adequate winding/sliding windows for good ventilation and wide view.	Yes	----- (Y/N)
d) Windows to be suitably grilled and tinted as per customer requirement.	Yes mandatory	(Y/N)

8. BODY AND FINISH

a) All exterior body panels made non-corrosive and all external steel fitting to be galvanized or painted.	Yes, Yes	----- (Y/N)
b) Anti-rust compound applied to underbody for sea side operation.	Yes specify compound	----- (Y/N)
c) Body finish, high gloss colour, branding , signage (to be specified by user)	Yes (Mandatory)	----- (Y/N)
d) Fitted with reclining and adjustable driver and passenger	Yes	----- (Y/N)

TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
seats .		
e) Upholstery, reinforced PVC	Yes	----- (Y/N)

9. ELECTRICAL SYSTEM AND INSTRUMENTS

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

10 EQUIPMENT

a) Heavy duty front fender fitted.	Yes	----- (Y/N)
b) Heavy duty hooks at rear and front.	Yes	----- (Y/N)
c) Sunvisors supplied.	Yes	----- (Y/N)
d) Rear view mirrors, external 2 No. and inside 1 No. supplied.	Yes, Yes	----- (Y/N)
e) Spare wheel supplied.	Yes	----- (Y/N)
f) Hydraulic jack and wheel brace supplied.	Yes, Yes	----- (Y/N)
g) Safety belts provided for all seats belts conforming to KEBS 06-664: 1985 standard.	Yes	----- (Y/N)
h) Extra heavy duty suspension - ie 2 double action shock absorbers at rear and front respectively.	front 2 rear 2	
i) 4 speaker FM, AM, SW radio-cassette system with appropriate aerial, 40W output, min.	Specify make and model	----- -----
j) Security alarm and immobilizer fitted.	Yes	----- (Y/N)
k) Manufacturer's standard tool kit supplied.	1 per vehicle	_____ (Y/N)
l) Any other extras supplied/fitted as standard.	Specify	----- ----- -----

TENDERER'S Column to be completed by tenderer

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

11 OTHER ITEMS/EQUIPMENT - QUOTE SEPARATELY IF FITTED AS OPTION

a) Extra fuel tank fitted.	specify Standard/Option	-----
Capacity, min.	specify	-----Lt
b) Roof rack fitted.	specify Standard/Option Specify the rack size	----- -----mm
c) High raise jack and jacking points.	specify Standard/Option	-----
d) Extended front Kangaroo Bar.	Yes Mandatory	-----
e) Front and rear light guard	Yes Mandatory	-----
f) Air conditioner	Yes Mandatory	----- (Y/N)
g) Air bags	Yes Mandatory	----- (Y/N)
h) Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes	_____ (Y/N)

12 WARRANTY

a) Specimen of vehicle warranty to be submitted when tendering.	Yes	----- (Y/N)
b) Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	----- (Y/N)
c) Warranty duration min., 12 Months or 100,000 Km whichever occurs first.	specify	----- Months -----Km

13 MANUALS

a) All literature in English language.	Yes	----- (Y/N)
b) Drivers handbook and service schedule supplied.	1 per vehicle Mandatory	----- (Y/N)

14 OTHER REQUIREMENT

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TENDERER'S Column to be completed by tenderer

SPECIFICATION	REQUIRED	TENDERER'S
a) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes Mandatory	_____(Y/N)
b) Vehicle to be registered with the Registrar of Motor Vehicles.	Yes	------(Yes/No)
c) Vehicle to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specification prior to delivery to the user.	Yes	_____(Y/N)
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.	----- ----- ----- -----
f) Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	----- ----- ----- ----- ----- -----
g) Firm to offer local training services for the drivers on daily maintenance checks and operation of the vehicle.	Yes specify number of days.	_____(Y/N) -----days

SPECIFICATION NO. LOT 10a- MTD-2572-040-20

TENDERER'S NAME _____

NO: _____

TENDER NO: _____ ITEM NO: _____

EST. QTY: 2

DESCRIPTION: 62 SEATER SEMI-LUXURY BUS

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

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

1. GENERAL

a) A Standard production, 62 Seater Bus, of latest design, in current production, Suitable for passenger transportation, able to operate over paved and un-paved roads.	Yes	_____ (Y/N)
b) Supplied new.	Yes	_____ (Y/N)

2. DIMENSIONS AND WEIGHTS (BUILT BUS)

a) Overall length.	11,000-12,500 mm	----- mm
b) Overall width.	2,400-2,600 mm	----- mm
c) Overall height with body.	3,400-3,700 mm	----- mm
d) Minimum passenger room height, min.	1,800mm	-----mm
e) Wheelbase.	5,700-6,200 mm	----- mm
f) Ground clearance, min.	250 mm	----- mm
g) Max. G.V.W., min.	16,000 Kg	----- Kg
h) Kerb weight (without body), max.	6,000 Kg	----- Kg

ENGINE

3.

a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine performance curves supplied.	Yes	_____ (Y/N)
e)	Engine type, Diesel, 4 Stroke, water cooled.	Yes	_____ (Y/N)
f)	Piston displacement.	7,500-10,000 cc	----- cc
g)	Number of cylinders, min	6	----- no.
h)	Maximum power output, min.	160 Kw	------(KW /rpm)
i)	Maximum torque developed, min.	620 Nm	-----Nm rpm
j)	Fuel tank capacity, min.	200 Lt	Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l

4. CLUTCH AND TRANSMISSION

a)	Clutch, coil spring type, dry single plate,	Yes	_____ (Y/N)
b)	All synchromesh gearbox.	Yes	_____ (Y/N)
c)	Gear speeds, min	5F,1R	
d)	Drive configuration.	4x2	

5. BRAKES AND TYRES

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

6. SUSPENSION AND STEERING

a)	Heavy duty leaf springs with hydraulic (telescopic) shock absorbers.	Yes (Mandatory)	_____ (Y/N)
b)	Assisted steering	Yes (Mandatory)	_____ (Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

--	--	--	--

a)	12V System, negative earth, with alternator charging	Yes	_____ (Y/N)
b)	Battery capacity.	Specify	_____ AH
c)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_____ (Y/N)
d)	Vehicle to be fitted with an NTSA approved speed governor	Yes	_____ (Y/N)

8. EQUIPMENT (ACCESSORIES) ETC

a)	FM radio with MP3 player fitted, with enough speakers at passenger area.	Yes	_____ (Y/N)
b)	Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	_____ (Y/N)

9 BODY CONSTRUCTION

GENERAL			
Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----	
a)	Detailed engineering drawings (Showing all elevations, seating arrangement, dimensions etc) of body to be fabricated.	Yes (Mandatory)	_____ (Y/N)
b)	Body construction and fittings to comply with CAP 403- Kenya Traffic Act and KEBS standard KS372 guidelines on construction procedure, anti-roll bars, dimensions, quality, equipment to be fitted.	Yes (Mandatory)	_____ (Y/N)
c)	Body construction to comply with, and be issued with a KABM certificate.	Yes (Mandatory)	_____ (Y/N)
d)	Bus to retain the original cabin face with cabin back panel removed so that there is no barrier between the driver and the passengers other than the metal tube round the driver's area.	Yes	_____ (Y/N)
e)	Body to be fabricated as an all steel body, suitable for transporting passengers over paved and unpaved roads, structurally strong for	Yes	_____ (Y/N)

	loading of 62 passengers and some luggage.		
f)	Body structure to be mounted onto the chassis by equally spaced pre-stressed channel sections (of a size suitable for load to be carried), convenient for door and wheels.	Yes specify size	_____ (Y/N)
g)	Body cross bearers of pre-stressed channel sections equally spaced (of a size suitable for load to be carried), convenient for door and wheel.	Yes	_____ (Y/N)
h)	Wheel arches properly reinforced by well curved angle bars.	Yes	_____ (Y/N)
l)	Body side pillars secured to cross bearers by gussets and welding, reinforced properly by box/angle sections.	Yes	_____ (Y/N)
j)	Roof frame to be of box sections reinforced by angle/top hat iron longitudinal sections	Yes	_____ (Y/N)
k)	External panel to be of smooth mild steel material with interior covered with hard wearing upholstery material.	Yes	_____ (Y/N)
l)	Cabin floor covered with non-slip chequered alloy plate.	Yes	_____ (Y/N)
m)	All inspection covers on floor to be of close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	_____ (Y/N)
n)	Engine hood to be heat insulated	Yes	_____ (Y/N)
11 DOORS, SEATS, WINDOWS, BODY FINISHING ETC.			
a)	Lockable driver door to open outwards with suitable non-slip steps provided for access	Yes	_____ (Y/N)
b)	One lockable, foldable passenger door towards front, opening inwards with suitable non-slip steps provided for access.	Yes	_____ (Y/N)
c)	One emergency door at the rear with a non-opening glass window.	Yes	_____ (Y/N)
d)	Seating capacity, min.	62 passengers	_____ No.
e)	3x2 seating arrangement for passengers, with	Yes	_____ (Y/N)

	seats bolted to the floor.		
f)	All seats cushioned and covered with hard wearing upholstery.	Yes	_____ (Y/N)
g)	Seating cushion and back rest foam thickness, min	100mm, 50mm respectively.	_____ and _____ mm.
h)	All seats to have safety belts that conform to the KEBS standard KS-664, with 3 point hitch in places as directed in KS372.	Yes Mandatory	_____ (Y/N)
I)	All seats fitted with integral head rests and chrome plated grab handles	Yes	_____ (Y/N)
j)	Seat spacing between rows.	660 mm	.....mm
k)	Chrome plated roof hand rail to run the entire length of bus.	Yes	_____ (Y/N)
l)	One piece laminated front and rear wind shields fitted.	Yes	_____ (Y/N)
m)	All other windows to be of clear toughened glass.	Yes	_____ (Y/N)
n)	Body panels to be thoroughly cleaned before painting. Both internal and external finish to be preceded by primer coat and undercoat.	Yes	_____ (Y/N)
o)	High gloss finish colour both for internal and external (colour to be specified by the user).	Yes	_____ (Y/N)
p)	Body under parts and floor to be sprayed with anti-rust material.	Yes	_____ (Y/N)
12. ELECTRICAL SYSTEM, ACCESSORIES ETC.			
a)	Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	_____ (Y/N)
b)	Courtesy bells/buzzers provided above passenger door.	Yes	_____ (Y/N)
c)	Supplied with a spare wheel and manufacturer standard tool kit..	Yes	_____ (Y/N)
d)	2 No. sun visors fitted	Yes	_____ (Y/N)
e)	Chevrons and reflectors fitted at rear. Reflective strip and reflectors at front.	Yes, Yes	_____ (Y/N)

f)	1 No. suitably positioned fire extinguisher supplied.	Yes	_____ (Y/N)
g)	1 No. First aid kit fitted.	Yes	_____ (Y/N)
h)	Windows to have 2 rails suitably spaced as per bus regulations.	Yes mandatory	_____ (Y/N)
13 WARRANTY			
a)	Both vehicle and body to have warranty.	Yes	_____ (Y/N)
b)	Warranty duration, min.	12 Months or 100,000 Km whichever occurs first.	_____ (Y/N)
d)	All literature in English language.	Yes (Mandatory)	_____ (Y/N)
e)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Yes	_____ (Y/N)

14 OTHER REQUIREMENT

a)	Bus to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	_____ (Y/N)
b)	Vehicle/bus will be inspected by the Chief Engineer - Mechanical, during construction and prior to delivery to the user.	Yes (Mandatory)	_____ (Y/N)
c)	Franchise holder (representative in Kenya). If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	_____ (Y/N) -----
d)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	----- -----
e)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- -----

SPECIFICATION NO. LOT 10b- MTD-2202-040-20

TENDERER'S NAME _____ NO: _____

TENDER NO: _____ ITEM NO: _____ EST. QTY: 2

DESCRIPTION: MINIBUS, 30-35 PASSENGERS

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

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

1. GENERAL

a) A Standard production, mini bus, of latest design, in current production.	Yes, Yes, Yes	_____ (Y/N)
b) Supplied new.	Yes	_____ (Y/N)
c) Designed to heavy duty export specifications, suitable of operating in tropical conditions	Yes, Yes	_____ (Y/N)
d) Suitable for passenger transportation over paved and un-paved (rough) roads.	Yes	_____ (Y/N)

2. DIMENSIONS AND WEIGHTS (BUILT BUS)

a) Overall length.	7,200-8,000 mm	----- mm
b) Overall width.	2,100-2,600 mm	----- mm
c) Overall height.	2,500-2,900 mm	----- mm
d) Wheelbase.	3,900-4,200mm	----- mm
e) Ground clearance, min.	210 mm	----- mm
f) Max. G.V.W., min.	8,000 Kg	----- kg
g) Kerb weight (without body), max.	3,000 Kg	-----kg
h) Passenger room height, min.	1,700 mm	-----mm

3. ENGINE

a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Engine performance curves supplied.	Yes	_____ (Y/N)
e) Engine type, Diesel, 4 Stroke, water cooled.	Yes	_____ (Y/N)
f) Piston displacement.	3900-4500cc	----- cc
g) Number of cylinders, min	4	----- no.
h) Maximum power output, min.	80 Kw	------(KW /rpm)
i) Maximum torque developed, min.	300 Nm	-----Nm rpm
j) Average fuel consumption (Combined urban and highway)	specify	-----Km/l
m) Fuel tank capacity, min.	100 Lt	Lt

4. CLUTCH AND TRANSMISSION

a) Clutch, coil spring type, dry single plate,	Yes	_____ (Y/N)
b) All synchromesh gearbox.	Yes	_____ (Y/N)
c) Gear speeds, min	5F,1R	
d) Drive configuration.	4x2	

5. BRAKES AND TYRES

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

6. SUSPENSION AND STEERING

a) Heavy duty leaf springs with hydraulic (telescopic) shock absorbers.	Yes (Mandatory)	_____ (Y/N)
b) Assisted steering	Yes (Mandatory)	_____ (Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

--	--	--

a)	System voltage, negative earth, with alternator charging	12V, Yes, Yes	_____ (Y/N)
b)	Battery capacity.	Specify	_____ AH
c)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_____ (Y/N)
d)	Vehicle to be fitted with an NTSA approved speed governor	Yes	_____ (Y/N)

8. EQUIPMENT (ACCESSORIES) ETC

a)	FM radio with CD player fitted.	Yes	_____ (Y/N)
b)	Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	_____ (Y/N)
c)	Any other equipment supplied.	specify	_____

9 BODY CONSTRUCTION

GENERAL			
	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	----- ----- ----- -----
a)	Detailed engineering drawings (Showing all elevations, seating arrangement, dimensions etc) of body to be fabricated.	Yes (Mandatory)	_____ (Y/N)
b)	Body construction and fittings to comply with CAP 403- Kenya Traffic Act.	Yes (Mandatory)	_____ (Y/N)
c)	Body construction to comply with KEBS standard KS372 guidelines on construction procedure, anti-roll bars, dimensions, quality, equipment to be fitted etc.	Yes (Mandatory)	_____ (Y/N)
d)	Minibus to retain the original cabin face with cabin back panel removed so that there is no barrier between the driver and the passengers other than the metal enclosure around the driver's seat	Yes	_____ (Y/N)
e)	Body to be fabricated as an all steel body, suitable for transporting passengers over paved and unpaved roads, structurally strong for loading of	Yes	_____ (Y/N)

	30-35 passengers with some luggage.		
f)	Body structure to be mounted onto the chassis by equally spaced pre-stressed channel sections (of a size suitable for load to be carried), convenient for door and wheels.	Yes specify size	_____ (Y/N)
g)	Body cross bearers of pre-stressed channel sections equally spaced (of a size suitable for load to be carried), convenient for door and wheel.	Yes	_____ (Y/N)
h)	Wheel arches properly reinforced by well curved angle bars.	Yes	_____ (Y/N)
I)	Body side pillars secured to cross bearers by gussets and welding, reinforced properly by box/angle sections.	Yes	_____ (Y/N)
j)	Roof frame to be of box sections reinforced by angle/top hat iron longitudinal sections	Yes	_____ (Y/N)
k)	External panel to be of smooth mild steel material while the interior is plywood covered by Formica	Yes	_____ (Y/N)
l)	Cabin floor covered with non-slip chequered alloy plate.	Yes	_____ (Y/N)
m)	All inspection covers on floor to be of close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	_____ (Y/N)
n)	Engine hood to be heat insulated	Yes	_____ (Y/N)
11 DOORS, SEATS, WINDOWS, BODY FINISHING ETC.			
a)	Lockable driver door to open outwards with suitable non-slip steps provided for access	Yes	_____ (Y/N)
b)	One lockable, foldable passenger door towards front, opening inwards with suitable non-slip steps provided for access.	Yes	_____ (Y/N)
c)	One emergency door at the rear with a non-opening glass window.	Yes	_____ (Y/N)
d)	Seating capacity.	30-35 passengers	_____ No.
e)	2x2 seating arrangement for passengers with seats bolted to the floor.	Yes	_____ (Y/N)

f)	All seats cushioned and covered with hard wearing upholstery.	Yes	_____ (Y/N)
g)	Seating cushion and back rest foam thickness, min	100mm, 50mm respectively.	_____ and _____ mm.
h)	All seats to have safety belts that conform to the KEBS standard KS-664, with 2 and 3 point hitch as directed in KS372.	Yes Mandatory	_____ (Y/N)
I)	All seats fitted with integral head rests and chrome plated grab handles	Yes	_____ (Y/N)
j)	Seat spacing between rows.	660 mm	.....mm
k)	Chrome plated roof hand rail to run the entire length of bus.	Yes	_____ (Y/N)
l)	One piece laminated front and rear wind shields fitted.	Yes	_____ (Y/N)
m)	All other windows to be of clear toughened glass.	Yes	_____ (Y/N)
n)	Body panels to be thoroughly cleaned before painting. Both internal and external finish to be preceded by primer coat and undercoat.	Yes	_____ (Y/N)
o)	High gloss finish colour both for internal and external (colour to be specified by the user). Branding, signage user to choose	Yes, mandatory	_____ (Y/N)
p)	Body under parts and floor to be sprayed with anti-rust material.	Yes	_____ (Y/N)
12. ELECTRICAL SYSTEM, ACCESSORIES ETC.			
a)	Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	_____ (Y/N)
b)	Courtesy bells/buzzers provided above passenger door.	Yes	_____ (Y/N)
c)	Front windscreen to have wipers.	Yes	_____ (Y/N)
d)	2 No. sun visors fitted	Yes	_____ (Y/N)
e)	Chevrons and reflectors fitted at rear. Reflective strip and reflectors at front.	Yes, Yes	_____ (Y/N)
f)	1 No. suitably positioned fire extinguisher	Yes	_____ (Y/N)

	supplied.		
g)	1 No. First aid kit fitted.	Yes	_____ (Y/N)
h)	Windows to have rails suitably spaced to restrict escape	Yes mandatory	_____ (Y/N)
13 WARRANTY			
a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	_____ (Y/N)
b)	Warranty duration, min.	12 Months or 100,000 Km whichever occurs first.	_____ (Y/N)
d)	All literature in the English language.	Yes (Mandatory)	_____ (Y/N)
e)	Repair manuals, Parts catalogue and drivers handbook with service schedule supplied	Yes	_____ (Y/N)

14 OTHER REQUIREMENT

a)	Bus to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	_____ (Y/N)
b)	Vehicle/bus will be inspected by the Chief Engineer - Mechanical, during construction and prior to delivery to the user.	Yes (Mandatory)	_____ (Y/N)
c)	Franchise holder (representative in Kenya). If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	_____ (Y/N) -----
d)	Availability of spares.	Indicate motor vehicle dealers who stock spare parts.	----- ----- -----
e)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- ----- -----

SECTION VI - STANDARD FORMS

Notes on the sample Forms

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

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission *(Insert equipment 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 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 you may receive.

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	
• Citizenship details			
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*]
(hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE
..... of having our
registered office at (hereinafter called “the Bank”), are bound
unto [*name of Procuring entity*] (hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common
Seal of the said Bank this _____ day of _____ 20 ____
_____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 _____
_____ to supply [description of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

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

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

[Signature for and on behalf of the principal]

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

MASTER OPERATING LEASE AGREEMENT

Ref. No. _____

THIS MASTER OPERATING LEASE AGREEMENT is made on the.....day of between, a limited liability company incorporated under the laws of Kenya of(hereinafter referred to as “the **Lessor**” which expression shall where the context so admits include its successors and assigns) of the one part and **THE NATIONAL TREASURY** of P,O Box 30007-00100, Nairobi (hereinafter referred to as “the **Lessee**” which expression shall where the context so admits include its successors and assigns) of the second part.

WHEREAS:

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

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

- (a) “**Agreement**” means this Master Operating Lease including all its appendixes.
- (b) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
- (c) “**Commencement Date**” means the date indicated in the Rental Contract as the commencement date for term of the leasing of the Vehicles pursuant to such Rental Contract.
- (d) “**Competent Authority**” means the Government of Kenya, municipal or other local authorities and parastatal and other bodies having statutory competence to promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained or relating to this Agreement.

- (e) **“Capital Balance”** has the meaning ascribed to it in Clause 11 (c) (ii).
- (f) **“Default Interest Rate”** means the default interest rate specified in the Rental Contract.
- (g) **“Delivery Note”** has the meaning ascribed to it in Clause 5(a).
- (h) **“Due Date”** means the Payment Date or the date specified in the Rental Contract for payment of any monies payable by the Lessee to the Lessor under the Rental Contract. Where no date for payment of any such monies is specified “Due Date” shall mean the date specified in a demand from the Lessor to the Lessee for such monies. If the Due Date falls on a weekend or a public holiday, then the date of payment shall be the next Business Day.
- (i) **“Early Termination Date”** means the date on which the leasing of the Vehicles is terminated pursuant to the provisions of Clause 19 hereof.
- (j) **"Event of Default"** means any of the events listed in Clause 21 of this Agreement.
- (k) **“Location”** means the physical address specified in the Rental Contract upon which the Vehicles will be kept.
- (l) **“Manufacturer”** means the manufacturer of the Vehicles and the individual manufacturers of the individual components of the vehicles.
- (m) **“Operating Lease”** means a lease where ownership of the Vehicles is not transferred to the Lessee.
- (n) **“Payment Date”** means the date specified in the Rental Contract as the payment date and **“Payment Dates”** shall be construed accordingly.
- (o) **"Purchase Order"** means a Purchase Order issued by the Lessee under Clause 2 (b) of this Agreement.
- (p) **“Rental”** means the amount specified in the Rental Contract as the Rental for the lease of the Vehicles payable as frequently as per the Rental Contract by the Lessee to the Lessor and **“Rentals”** shall be construed accordingly.
- (q) **“Rental Contract”** means the Rental Contract substantially in the form set out in Appendix I (or in such other form as may from time to time be agreed in writing between the Lessor and the Lessee) entered into from time to time by the Lessor and the Lessee for the leasing of Vehicles by the Lessor to the Lessee and which incorporates all the terms and conditions of

this Agreement by reference and sets forth the particulars of each leasing transaction between the Lessor and the Lessee and “**Rental Contracts**” shall be construed accordingly.

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

2. Lease

- (a) Under this Master Operating Lease Agreement (“this Agreement”) the Lessor agrees to let and the Lessee agrees to lease, from time to time upon the terms and conditions set out in this

Agreement and each Rental Contract, certain Vehicles described in each Rental Contract. This Agreement and each Rental Contract shall form a separate and independent agreement for the lease of the Vehicles described in such Rental Contract upon the terms and conditions in this Agreement and such Rental Contract and a breach of such separate and independent agreement shall be a breach of this Agreement. In the absence of a duly executed Rental Contract, this Agreement shall not constitute a lease or a commitment by either party to enter into a lease.

- (b) Whenever the Lessee proposes to lease a Vehicle from the Lessor, it shall transmit to the Lessor a Purchase Order specifying the make and other particulars of the Vehicle which the Lessee desires to lease.
- (c) Whenever the Lessor leases a Vehicle to the Lessee, both the Lessor and the Lessee shall execute a Rental Contract in respect of the Vehicle.
- (d) Whenever a Rental Contract is executed in respect of any Vehicle, the Lessor and the Lessee shall become bound by all the provisions of this Agreement.
- (e) Prior to the execution of any Rental Contract, the Lessee shall be required to deliver to the Lessor any documents, instruments and certifications that the Lessor may require, including without limitation, all constitutional documents of the Lessee, relevant approval given by board and/or directors, resolutions authorizing the Lessee to enter into such transaction, all necessary financial information of the Lessee and any other information or documents required by the Lessor.
- (f) It is hereby agreed that the Lessee shall assume full responsibility with respect to the choice of the Vehicles and the Lessor shall have no liability or responsibility in respect thereof.

3. Term of Lease

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

4. Payment

- (a) In respect of each Rental Contract and in consideration of the Lessor agreeing to let the Vehicles to the Lessee in accordance with the terms of this Agreement, the Lessee shall

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

- (b) Subject as herein provided the Rental payable by the Lessee pursuant to Clause 4(a) above includes the cost of comprehensive insurance, fleet management, and the service option specified in Clause 9 below and in the Rental Contract.
- (c) All payments under this Agreement and the Rental Contract must be paid by the Lessee on or before the Due Date by way of a standing order or by such other means as may be agreed between the parties without deductions of any kind and free of exchange, bank costs and other charges, and net of taxes at the business address of the Lessor or at such other address as the Lessor may indicate in writing.
- (d) Any standing order effected pursuant to clause (c) above shall not be cancelled by the Lessee without the prior written authorization of the Lessor during the term hereof.
- (e) The Lessee shall execute such instruments as may be required by the Lessor to provide for payment of the Rentals under this Agreement and any increase in the Rentals as the Lessor may from time to time request. Such instruments may include banker's orders or similar authorities, bills of exchange or promissory notes and other documents appropriate to the payment or transfer of money.
- (f) All payments under this Agreement and the Rental Contract shall only be made for services rendered hence the Lessor to ensure that they invoice only those vehicles that are in use and not those in the garages, accident vehicles and those not yet replaced.
- (g) Any payments under this Agreement and the Rental Contract shall not be made for vehicles covering over **50 kilometers** from County Headquarters for servicing and repairs. Such mileages shall be borne by the Lessor and shall be deducted from the required 160,000 Kms before any payments are effected.
- (h) That all the invoices submitted for payments shall be confirmed by the respective users before any payments are effected.

5. Delivery and Inspection

- (a) The Lessee shall at its own cost obtain and accept delivery of the Vehicles. Immediately upon accepting delivery of the Vehicles from the Lessor, the Lessee shall sign a delivery note ("the Delivery Note") confirming receipt and acceptance of the Vehicles. Upon signing of the Delivery Note by the Lessee, it shall be conclusively presumed that the Vehicle is in good

order and condition. The Lessee shall immediately provide the Lessor with a copy of such Delivery Note.

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

6. Notification to the Landlord

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

7. Title

The Lessee acknowledges that title to the Vehicles shall remain vested at all times in the Lessor or its successor in title and that the Lessee, or any person on its behalf, will at no stage during or after the Rental Contract or this Agreement acquire title to the Vehicles by reason of mere possession of the Vehicles or in terms of the Rental Contract or this Agreement.

8. Lessee's Obligations

The Lessee shall:

- (a) Observe all instructions and recommendations of the manufacturer of the Vehicles; not allow any unqualified or unlicensed driver/operator to operate or use the Vehicles and not remove the Vehicles from Kenya without the prior notification to and written authorization by the Lessor;
- (b) not without the Lessor's prior written consent (and subject to such conditions as the Lessor may impose) alter, modify or add to the Vehicle any identifying number, registration number or mark, advertising, signs, lettering, insignia or any other device or notice of ownership and in particular will not alter in any way by repainting or otherwise howsoever the external appearance of the Vehicle nor permit the fitting of any extras or accessories to the Vehicle without the prior approval of the Lessor and if the Lessor so approves the Lessee will upon termination of this Agreement remove (at the Lessee's cost) all such advertising, signs, letterings, insignias, devices, extras and accessories and restore the Vehicle to its original condition and paintwork;
- (c) normally keep the Vehicles at the Location and must notify the Lessor by registered post or e-mail of the name and address of the landlord of any new/intended premises before allowing the Vehicles to be moved to such premises;
- (d) use and operate the Vehicles solely in the conduct of the Lessee's business and under and in compliance with all relevant laws and regulations of any Competent Authority having power and authority to regulate or supervise the use of the Vehicles;
- (e) use the Vehicles properly and ensure that they will be safe and without risk to health and not allow the Vehicles to be, in the Lessor's opinion, in jeopardy;

- (f) keep the Vehicles free from claims by third parties and from attachment and may not sell, transfer, lease, encumber or otherwise dispose of them either in part or as a whole, or allow any lien to arise in respect thereof;
- (g) allow the Lessor or the Lessor's agent upon reasonable notice at any time during ordinary business hours on Business Days to inspect the Vehicles for any reason whatsoever, including, without limitation, for purposes of carrying out a valuation of the Vehicles or for examining the odometers of the Vehicles to determine the number of kilometres that the Vehicles have been driven. The Lessor shall not be liable to the Lessee in any manner for any loss of profit, use or otherwise howsoever as a result of such inspections being undertaken by the Lessor;
- (h) as an obligation surviving termination of this Agreement, indemnify the Lessor in respect of any claims made against the Lessor and all damages, costs and expenses suffered or incurred by the Lessor as a result of any third party claim arising out of the state, condition or use of the Vehicles or in any way arising out of the Vehicles being let under this Agreement;
- (i) keep the Vehicles free of all liens and distraints;
- (j) not suffer the levy of any distress or execution, nor present or suffer to be presented any application for an interim order or petition for a winding up order within the meaning of the Companies Act Cap 486, nor enter into or attempt to enter into a composition with its creditors, nor call or suffer to be called a meeting (whether formal or informal) of its creditors or any of them;
- (k) be responsible for all traffic fines including parking fines and towing expenses or any fees levied on users of vehicles;
- (l) ensure that the Vehicles are not used for any purpose for which they were not designed and in particular, that the Vehicles are not used for hire, driving tuition, towing, racing, pace making or for competing in any rally or other form of motor sport;
- (m) bear the cost of removing its logos and any distinctive marks on the Vehicles at the end of the Term or on earlier termination of the Rental Contract;
- (n) not use the Vehicles in any illegal manner or for any illegal purpose or in a manner which may render any claim invalid under an insurance policy in respect thereof;

9. Maintenance

- (a) The Lessee shall in accordance with the provisions of this Clause keep the Vehicle at all times in good repair and condition and in working order in accordance with the service and maintenance agreement.
- (b) This is a service only lease and the Rental herein payable by the Lessee includes only the cost of such service, which service shall be rendered by the Lessor or its service providers in accordance with the service and maintenance agreement.
- (c) The Lessee shall deliver the Vehicles to the Lessor's appointed agents, at service intervals as recommended by the Manufacturer for the purpose of the carrying out of maintenance and servicing of the Vehicles. In the event that the Lessee delays or fails to deliver the Vehicles for maintenance at the times recommended by the Lessor, the Lessee shall pay the Lessor a penalty for such delay or failure calculated on the basis of the Excess Charge Rate per kilometre set out in the Rental Contract.
- (d) The Lessee shall notify the Lessor of any breakdown of the Vehicles and shall not repair or attempt to repair the Vehicles except the repair of punctures and other minor repairs necessary for the purpose of enabling the delivery of the Vehicles to the Lessor's appointed agents for service and repair.
- (e) The Lessee shall not permit any inter-change of parts, tyres or accessories to be made between the Vehicle and any other vehicle or any additions, alterations or adjustments to be made to the Vehicle without the prior written consent of the Lessor and will ensure that any such alterations or adjustments are made by an appointed service agent and will reimburse the Lessor in respect of any damage resulting directly or indirectly from any work, alterations or adjustments done or attempted by an unauthorized person and/or without the consent of the Lessor.
- (f) The Lessee shall be responsible for all costs relating to fuel, oil, tyre pressure adjustments, battery checks and lighting systems inspections.
- (g) The Lessee shall at its own cost obtain and keep in full force and effect throughout the period of the Lease any permissions, licences or authorizations which may at any time be required in connection with the possession or use of the Vehicles and/or any premises in which the same may be located.
- (h) The Lessor shall ensure that the Vehicles are fitted with vehicle monitoring devices and the Lessee shall keep and ensure all devices are kept fully functional.

10. Insurance

- (a) The Lessor shall at the Lessee's cost comprehensively insure and shall keep the Vehicles insured for the duration of this Agreement. Such insurance shall cover motor comprehensive risks and all such policies shall form part hereof.
- (b) The Lessee must notify the Lessor immediately in writing of any loss of or damage to the Vehicles and will have the Vehicles repaired by the Lessor's appointed service agents.
- (c) All insurance excess charges and administrative costs shall be payable by the Lessee to the Lessor on demand and if the Lessee fails to make any payment when called upon to do so then the Lessor will be entitled to debit such costs to the Lessee's statement of account and to recover such costs plus interest at the Default Interest Rate from the Lessee in instalments over the remaining period of the Agreement.
- (d) In relation to all the insurances referred to in sub-clause (a), such insurances shall:
 - (i) Provide that the Lessor's and any other Additional Insured's interests shall not be invalidated by any act or omission or breach of warranty or misrepresentation of the Lessee or its servants or agents; and
 - (ii) Provide a waiver by the insurers of any right of subrogation against the Lessor and of any right of contribution from any other insurance carried by the Lessor.
- (e) The Lessee shall not do anything whereby such insurance may be voided or vitiated and in the event of payment of any excess the Lessor shall recover any such excess paid from the Lessee. In the event that the insurer declines to pay any claim lodged in respect of the Vehicles the Lessee shall on demand pay and or indemnify the Lessor for such claim.
- (f) Notwithstanding the foregoing provisions of this Clause and without prejudice to the generality of Clauses 11 and 12 below, the Lessee shall solely be responsible for and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all loss or damage to the Vehicles howsoever caused occurring at any time before the Vehicles are returned to the Lessor or the Lessor's appointed agent under the terms of Clause 20 below and shall indemnify and keep indemnified the Lessor, on a full and unqualified indemnity basis, against all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal) penalties, fines or other sanctions, judgements, legal costs and other costs and expenses whatsoever suffered or incurred by the Lessor arising directly or indirectly in any manner or in relation to death, injury to persons or loss or damage to

property arising from the possession, use and operation of the Vehicles by the Lessee its officers, servants, employees and/or agents.

11. Total Loss

- (a) If there is a Total Loss of a Vehicle, the leasing of such Vehicle shall be deemed to be terminated on the date of such Total Loss. The Lessee shall nevertheless be liable to pay the Rentals due under the Rental Contract up until the date of determination of the loss by the insurer subject to Clause 11 (b).
- (b) The Lessee shall only be liable to pay the Rental due under Clause 11 (a) up to a maximum of 90(ninety) days after the date of Total Loss or the date on which the Lessor receives payment from the insurer, whichever is earlier.
- (c) On the expiry of thirty (30) days after the determination of the occurrence of Total Loss, the Lessee shall pay to the Lessor:
 - (i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Contract up to the date of the Total Loss;
 - (ii) the difference if any, between the insurance proceeds received in respect of the Total Loss claim and the Capital balance of the subject Vehicle outstanding in the Lessor's books at the date of the Total Loss. A certificate signed by the Finance Manager of the Lessor setting out the Capital balance then outstanding shall be conclusive;
 - (iii) any interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Contract.

12. Indemnity

- (a) The Lessee shall indemnify and keep the Lessor fully and effectually on a full and unqualified indemnity basis at all times against:
 - (i) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), duties, fees, taxes, levies, registration charges, insurance premiums, legal costs and other costs and expenses of any nature and other outgoings suffered or incurred by or imposed on the Lessor in connection with this Agreement, the Rental Contracts, the Vehicles, the ownership of the Vehicles, any product or strict liability

relating to the Vehicles and the transactions contemplated by this Agreement, Rental Contract or any other document entered into in connection with or pursuant to this Agreement or arising out of the leasing and use of the Vehicles by the Lessee;

- (ii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be made or claimed by any third person or persons or the Lessee and without prejudice to that generality by any employee, servant, agent of the Lessee arising directly or indirectly in any manner out of the acquisition, possession, use, misuse, management, insurance and operation of the Vehicles or the transportation or repossession by the Lessor whether or not the Vehicles are in the possession or control of the Lessee; and
- (iii) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), penalties, fines or other sanctions, judgments, legal costs and other costs and expenses whatsoever which may at any time be suffered incurred or sustained by the Lessor arising (whether directly or indirectly) from the use or operation of the Vehicles or from any breach, non-observance or non-performance by the Lessee of the covenants, terms and conditions of this Agreement and the Rental Contracts.

13. Assignment

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

14. Confidential Information

- (a) Each party hereby undertakes to the other that it will not at any time, whether during the currency of this Agreement or at any time after the termination thereof, divulge any information in relation to the affairs or business of the other party or any information obtained about the other as a consequence of this Agreement.

- (b) The provisions of this clause do not prohibit disclosure of information in so far as such disclosure:
 - (i) Is necessary to enforce the provisions and terms of the Agreement by way of legal action; or
 - (ii) Is compelled by law;
 - (iii) Is already in the public domain.

15. Risk and Excess Usage

- (a) During the term of the relevant Rental Contract the Lessee will be responsible for any loss, damage, destruction, theft of or to the Vehicles, whether attributable to irresistible force, inevitable accident or any other causes whatsoever. Save as otherwise provided in this Agreement no such event shall relieve the Lessee of its obligation to pay the Rentals and all other payments due under this Agreement.
- (b) The Lessee and Lessor hereby agree that the Lessor shall demand and recover from the Lessee any costs incurred by the Lessor in connection with the repair or maintenance of the Vehicles, either during the term of the Rental Contract or thereafter to reinstate it to its original condition, fair wear and tear excepted, which costs shall be payable by the Lessee to the Lessor on demand.
- (c) If the Lessee exceeds the maximum kilometres set out in the Rental Contract, the Lessee must reimburse the Lessor for such excess kilometre usage at the excess charge rate per kilometre as stated in the Rental Contract, provided that if at any time the odometer fails to function then the kilometre rating shall be calculated on the basis of the daily average of the kilometres travelled by the Vehicle in respect of the period between the two previous servicings of the Vehicle. The excess kilometre charge shall be payable (at the sole discretion of the Lessor) forthwith upon demand by the Lessor or upon termination of this Agreement. The Lessee will not be entitled to any rebate or reduction on payments or other benefit by reason of its inability or neglect to make use of the Vehicles for whatever reason. The Lessor shall be entitled to demand and recover from the Lessee such charges and costs.

16. Certificate

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

17. Taxation

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

18. Warranties and Exclusions

- (a) All terms, conditions, warranties and representations relating to the Vehicles' description or as to their fitness for any purpose are hereby expressly excluded.
- (b) To the extent that it is contractually entitled and is able lawfully so to do, the Lessor will extend to the Lessee for the duration of this Agreement the benefit of any guarantee, condition or warranty which may have been given by the manufacturer of the Vehicles, or which is implied by law, in relation to the Vehicles and which is vested in the Lessor. Prior to the making of any claim under such guarantee, condition or warranty, the Lessee shall fully indemnify the Lessor against all costs, claims, damages and expenses incurred or which may be incurred in connection with the making of such claim. Nothing contained in this sub-clause (b) shall entitle the Lessee to commence any proceedings in the name of the Lessor without the Lessor's prior written consent.
- (c) The Lessee acknowledges that no person not actually in the employ of the Lessor is or is deemed to be the agent or entitled to act on behalf of or make any representation or warranty binding on the Lessor.
- (d) The Lessee shall not be liable (in contract, tort or otherwise) for any claim, damage, liability, loss (including consequential loss) or expense of any kind arising directly or indirectly in

connection with the Vehicles nor from any delay in delivery of, or failure to deliver, the Vehicles, any defect or deficiency in, or inadequacy or unsuitability of, the Vehicles or their installation, use, performance, servicing or repair or from any action or omission (negligent or otherwise) of the Lessor, its servants or agents.

- (d) Furthermore, the Lessor shall have the obligation to supply to the Lessee any replacement for the Vehicles (or any part thereof) that is, either on delivery or thereafter, defective, lost, damaged unusable or unavailable for any reason.
- (f) Where the Lessee enters into more than one lease in respect of Vehicles then each lease shall be collateral with one another and all leases shall be read and construed together so that a default under one or more of the leases shall be deemed to be a default under the other leases provided that the Lessor may, nevertheless, pursue its remedies and exercise its powers under any one of the leases separately or under one or more of the leases concurrently or any other security documents granted to the Lessor.

19. Early Termination

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

20. Return of Vehicles

- (a) On the Termination Date or earlier termination of the Rental Contract for whatever reason the Lessee shall at its sole cost and expense immediately return the Vehicles in good and proper working order and condition to the Lessor or the Lessor's appointed agent in accordance with the Return Conditions set out in Appendix II together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Vehicles.

- (b) If the Lessee does not deliver the Vehicles to the Lessor or Lessor's appointed agent pursuant to Clause 20(a) within seven (7) working days of the date of termination for any reason whatsoever, the following conditions will apply in addition to all other rights and remedies available to the Lessor:
 - (i) The Lessee shall pay the Lessor on a monthly basis the late delivery charge stated in the Rental Contract;

 - (ii) The Lessee shall pay the Lessor all legal and administrative charges related to the collection of the Vehicles;

 - (iii) The Lessor shall have the right at any time to debit the Lessee's statement of account with the costs referred to in clause 20 (b) (i) and (ii) above and to demand for payment forthwith together with interest thereon at the default interest rate if payment is not made on demand;

 - (iv) Any late delivery charges collected by the Lessor from the Lessee shall not infer any extension of time or rights to the Lessee under this Agreement;

 - (v) The Lessor or its agents may immediately thereupon or at any time thereafter without any previous or further notice or concurrence of the Lessee enter upon any lands or premises whereon the Vehicles for the time being may be and take possession thereof. The Lessor shall not be responsible for any loss or damage caused by such entry and taking of possession or in connection with such entry and taking of possession.

21. Breach

- (a) The Lessee will be in breach of this Agreement and/or the Rental Contract if the Lessee:
 - (i) Fails to make any payment in terms of this Agreement and/or the Rental Contract;

- (ii) Fails to comply with any other provision of this Agreement and/or the Rental Contract;
 - (iii) Fails to satisfy any judgement for the payment of money obtained against it within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period;
 - (iv) Does anything to vitiate or nullify the insurances policies taken out in respect of the Vehicles;
 - (v) If the Lessee does or causes to be done or commits or suffers any act or thing which prejudices or places in jeopardy the Lessor's rights in the Vehicle;
 - (vi) If the Lessor considers, in its absolute discretion, at any time and for whatever reason that the financial position of the Lessee is unsatisfactory and the Lessee's ability to maintain its obligations under this Agreement is jeopardized or threatened or the Lessee is unable to pay or does not pay its debts as they become due and payable;
 - (viii) If before the Termination Date the Lessee purports to terminate this Agreement or returns to the Lessor or abandons the Vehicle;
 - (ix) Where the Lessee is a private company, if there is a sale, transfer or other disposition of any of the shares in the capital of the Lessee which has the effect of altering the effective control of the Lessee without the Lessor's prior written consent;
 - (x) Provides false information; or,
 - (xi) Any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets.
- (b) In the event of any breach of this Agreement and/or the Rental Contract including breach under sub-clause (a), the Lessor may, in addition to any other remedies that it may have in terms of this Agreement or at law:
- (i) Terminate this Agreement and the Rental Contract; and

- (ii) Claim, at the Lessee's cost, return and possession of the Vehicles, together with all licensing documents, registration certificates, log books and any other relevant documents in respect of the Vehicles, at the Lessor's address or at such other address as the Lessor may have notified the Lessee of in writing; and
- (iii) Claim from the Lessee the immediate payment of:
 - (1) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Contract up to the date of such termination;
 - (2) all Rentals that would have been payable from the date of such termination to the Termination Date had the Rental Contract not been terminated early;
 - (3) interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Contract.
- (c) The Lessor will be in breach of this Agreement and/or the Rental Contract if any action is taken for or with a view to winding it up or it becomes insolvent or is unable to pay its debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or it stops or threatens to stop payments generally or an encumbrancer takes possession or a receiver is appointed of the whole or any material part of its assets, in which event the Lessee shall be entitled to forthwith terminate this Agreement.

22. Repossession

- (a) Upon the occurrence of a breach by the Lessee and without prejudice to the Lessor's other rights and remedies hereunder, the Lessor may in its sole and absolute discretion do all or any of the following:
 - (i) at any time, after a notice of seven (7) days (whether or not the Lessor may subsequently accept payments by the Lessee) demand or retake possession of the Vehicle until such time as the Lessee remedies the breach or satisfies the Lessor that the breach in respect of which the powers contained herein were exercised does not or will not prejudicially affect the Vehicle or the rights of the Lessor to the Vehicle or under any agreement following which the Motor Vehicle shall be redelivered to the Lessee upon payment of the reasonable costs of the Lessor in the exercise of the Lessor's rights hereunder. For this purpose the Lessor may by its officers or agents enter, where necessary by force, onto any property occupied by the Lessee and (as the agent of the Lessee) on any other property which the Lessee might enter upon where the Vehicle may be or be supposed to be; and/or

- (ii) by seven (7) days notice in writing to the Lessee terminate this Agreement or any Lease as at the date of the notice or any later date specified in the notice, without prejudice to all other rights and remedies whatsoever the Lessor may have or exercise hereunder or under any Agreement or otherwise howsoever.
- (b) If the Lessor exercises any of its rights under Clause 22 (a), the balance of the moneys payable by the Lessee under this Agreement (including without limitation all Rental Payments outstanding and unpaid calculated down to the Termination Date and all other charges under this Agreement) shall immediately become due and payable to the Lessor, subject to such rebate as the Lessor may allow in its sole and absolute discretion.

23. Notices

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

The Lessor: -----

Attention: -----

The Lessee : **THE NATIONAL TREASURY**
PO Box 30007-00100
Nairobi

Attention: **PRINCIPAL SECRETARY**

24. Independent Contractor

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

25. Modifications

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

26. Applicable Law

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

27. Severability

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

28. Failure to Enforce

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

29. Miscellaneous

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

30. Acknowledgment by the Lessee

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

31. Entire Agreement

This Agreement constitutes the entire agreement between the Lessee and the Lessor and shall be read together with the following documents:

- a. Service Level Agreement;
- b. Tender Form;
- c. Technical Specifications;
- d. General Conditions of Contract;
- e. Special Conditions of Contract;
- f. Notification of Award;
- g. Acceptance Letter;
- h. Negotiation Report; and
- i. Performance Bond.

32. Dispute Resolution and Arbitration

- (a) The Lessor and Lessee shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relating to this Agreement. If any such dispute cannot be settled amicably through negotiations by the appropriate representatives of the Lessor and Lessee, namely the General Manager for the Lessor and the Finance/Procurement Manager for the Lessee, within fourteen days (14) the matter shall at the election of either party be referred for arbitration in accordance to Clause (b) below.

(b) Any dispute difference or question which may arise at any time between the Lessor and the Lessee upon the construction of this Agreement or on the rights and liabilities of the Lessor or the Lessee with respect thereto which has not been resolved by negotiation under Clause (a) above shall be referred to the **Nairobi Centre for International Arbitration.**

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

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

Name: _____ Signature: _____

Name: _____ Signature: _____

WITNESSED by:

Name: _____ Signature: _____

Name: _____ Signature: _____

SEALED with the Common Seal of)

.....)

)

in the presence of:)

)

)

Director:.....)

)

)

Signature:.....)

)

)

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

OR

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

Name: _____ Signature: _____

Name: _____ Signature: _____

WITNESSED by:

Name: _____ Signature: _____

Name: _____ Signature: _____

APPENDIX FOR MASTER OPERATING RENTAL AGREEMENT NO. _____

RETURN CONDITIONS

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

1. Inspection

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

2. Return Conditions

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

2.1 Tyres

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

2.2 Engine

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

2.3 Gearbox and Axles

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

2.4 Clutch

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

2.5 Brakes

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

2.6 Suspension

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

2.7 Steering

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

2.8 Bodywork

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

2.9 Interior

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

2.10 Electrical

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

2.11 Consumables

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

3. Usage

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

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

If the odometer cannot be accurately read for any reason, (i.e. failure of the odometer) the Lessor will be entitled to estimate actual usage and charge accordingly. The Lessee will advise the Lessor promptly if any odometer fails.

The Lessee will also advise the Lessor promptly where the usage allowance is, or is likely to be, exceeded by 10% or more of the figure shown above.

4. Defects in Condition

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

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

5. Accidental Damage

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

6. Modification

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

7. Documentation

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

<p>Signature for Lessee You, the Lessee, acknowledge that these are the Return Conditions supplemental to the Master Operating Lease between the Lessee and M/S _____</p> <p>For and on behalf of THE NATIONAL TREASURY P.O. Box 30007 - 00100 Nairobi</p> <p>Signed _____ Name and title of signatory duly authorized _____</p> <p>PIN No. _____</p>

LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

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

[date]

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

Re: Letter of Acceptance/Notification of Award

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

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

Yours

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

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____

Form RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary

PRE BID CONFERENCE ATTENDANCE FORM

This is to certify that M/s (Name of the Tenderer) have participated in the virtual Pre – bid conference meeting held on for the

.....
(Tender Number and Tender Name)

I..... **Head, Supply Chain Management Services** and Client Representative of The National Treasury and Planning do hereby certify that

.....
.
(Name of tender/tenderers representative)

of.....
(Name of bidding firm and address)

Have actually attended the Pre Bid Conference Meeting for the provision of

.....
.....
(Name of the services for which bids are invited)

This.....day of.....month.....20.....

.....
Signature **Official Stamp**

Declaration (by Tenderer)

I.....
... (Name of tenderer)

Do hereby declare that we have participated in the pre bid conference virtual meeting held on for the above services.

.....
Signature **Date** **Official Stamp**