COUNTY GOVERNMENT OF MERU

DEPARTMENT OF FINANCE, ECONOMIC PLANNING AND ICT

OPEN TENDER FOR

LEASE OF NEW MOTOR VEHICLES FOR A PERIOD OF FOUR YEARS

NEGOTIATION NUMBER: 750586-2019/2020

(October, 2019)

The Employer
THE GOVERNOR,
COUNTY GOVERNMENT OF MERU
P.O. BOX 120 - 60200,
MERU.

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SECTION I: INVITATION FOR TENDERS

LEASE OF NEW MOTOR VEHICLES FOR A PERIOD OF FOUR YEARS (NEGOTIATION NO: 750586-2019/2020)

The County Government of Meru (CGM), under Department of Finance Economic Planning and ICT (hereafter called "The Client") now invites sealed bids from eligible lessors, for the above mentioned tender. Interested candidates may obtain further information from and inspect the tender document from CGM website: www.meru.go.ke or supplier.treasury.go.ke.

1.1 Interested lessors shall download the tender document from the website freely, and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke.

1.2 Completed tender documents shall be submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke as per the requirements contained in the tender document so as to be received on or before the date and time indicated in IFMIS-(23rd October, 2019 at 10.00AM)

1.3 Tenderers shall furnish, as part of their application a tender security as per the tender instructions appendix.

1.4 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at County secretary, County Government of Meru P.O BOX 120-60200 MERU

NOTE: The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders

CHIEF OFFICER,
DEPARTMENT OF FINANCE, ECONOMIC PLANNING AND ICT
COUNTY GOVERNMENT OF MERU,
P. O. BOX 120-MERU.

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 changed for the tender document shall be at no cost

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

(i) Instructions to tenderers
(ii) General Conditions of Contract
(iii) Special Conditions of Contract

(iv) Schedule of particulars of tender (v) Form of Tender
(vi) Price Schedules
(vii) Contract Form
(viii) Confidential Business Questionnaire Form (ix) Tender security Form
(x) Performance security Form (xi) Authorization Form
(xii) Declaration form
(xiii) Request for Review Form

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

2.4 Clarification of tender Documents

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

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

2.5 Amendment of tender Documents

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

2.5.2 All prospective tenderers who have 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 as indicated in the appendix.

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

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

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **an original and one 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

County Secretary,
County Government of Meru
P.O. Box 120 MERU

(a) bear tender number and name in the Invitation to Tender and the words, **"DO NOT OPEN BEFORE** date and time in the invitation to tender.

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

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 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 scheduled 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

ITT Clause Numbe	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible
2.4	Tenderers can make inquiries through email: procurement.finance@meru.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. **Brochures and catalogues.**
2.12.2	Bidders shall provide a bid security of Ksh. 400,000 which shall be valid for 120 days from the date of tender opening. Tender security shall be from a reputable bank or an insurance company approved by PPRA.
2.13.1	The Tender validity period shall be **120 days**.
2.14.1	ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only on or before the closing date and time indicated in the invitation to tender. No manual submissions shall be allowed.
2.15	ORIGINAL Tender documents shall be scanned and sent through IFMIS portal only
2.16.1	The deadline for bid submission is as indicated in the invitation to tender
2.18	Opening & Evaluation of tenders will be conducted online through IFMIS by unsealing and scoring. Therefore, No tenders shall be announced and notifications will be sent through IFMIS Portal.
2.20.2	No correction of errors pursuant to Section 82 of the PPADA 2015
2.25	To be qualified for award of Contract, the tenderer must meet all the conditions in the appendix.
3.9.2/3/4	Contract price variations shall be within the PPADA 2015
2.30	Performance security shall be 5% of the bid amount.

	THE PRELIMINARY EVALUATION SHALL BE MANDATORY: The evaluation shall adopt **YES/ No Approach**. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further. Bidders must submit the following documents together : **i.** Certificate of incorporation/ Registration **ii.** Valid Tax Compliance Certificate - acknowledgements receipt will NOT be considered **iii.** Valid Business Permit **iv.** Copy of recent CR12 issued within the last 12 months from the date of Tender Opening & copies of National IDs/ Passports for the Directors **v.** Dully Filled and Stamped Confidential Business Questionnaire **vi.** Valid CR 12 and copies of IDs of Directors for limited company/ copies of IDs of Directors sole proprietorships and partnerships. **vii.** Duly filled, signed and stamped Form SD1 & Form SD2 as per the Standard format provided in this tender. **viii.** Attach original brochures and catalogues, for evaluation of technical specifications. **ix.** Manufacturer authorization letter. **x.** Tender Security in the form of a Bank Guarantee, as per the Invitation letter, Appendix to instructions & standard forms. **xi.** Proof that the vehicles must have proven usage in hardship / rough terrains in Kenya for the last 4 years. **xii.** The bidder must have at least 1 owned garage in at least 7 counties. (Attach Memorandum of understanding and/or contracts) or any other partnership with other garages. **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.**

Item	Description	Scoring breakdown	Max-points
	Technical Evaluation Criteria		
1	- Compliance to technical specifications as per Detailed manufacturer's Brochures - Not compliant		60
2	Experience of the lessor in services of a similar nature and size completed within the last five years **Similar services completed within the last five (5) years each with a value of at least Kshs. Five (5) Million, that have been successfully and substantially completed** (Present in a table format and attach copies of completion certificates, handing over certificates & LSO/ Contracts) 5 services and above successfully completed 4 services and above successfully completed 3 services and above successfully completed 2 services and above successfully completed 1 services successfully completed None or no relevant services	(Aggregate score) 10 8 6 4 2 0	10
3.	Names and addresses of clients who may be contacted for further information on the completed projects. (in a table format with the following details; Name of the contact person, Firm, Project/Assignment and Contact - Postal *Address, E-mail Address, Tel: No. etc*). Also attach reference letters from the clients. 5 Clients and above 4 Clients 3 Clients 2 Clients 1 Client No Client	(Aggregate score) 5 4 3 2 1 0	5
4.	**Qualifications and experience** of technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract i.e. Qualifications and experience of key personnel (Attach current signed original CVs and copy of relevant certificates). Automotive inspectors to have at least a diploma in mechanical engineering or its equivalent with at least Six (6) years relevant experience. *Academic Qualification* ***(2 points)*** *& Experience for the Period Indicated* ***(5 Points).*** *Submission of detailed C.V* ***(1 point)***	(Add individual item score) 8	20

	Company Manager to have at least a relevant professional qualification with Five (5) years' experience in the proposed position or works of a similar nature. Academic **Qualification (2points)** & Experience for the Period Indicated **(3 Points).** Submission of detailed C.V **(1 Points)** Supervisor to have at least a relevant professional qualification with Three (3) years' experience in the proposed position or works of a similar nature. *Academic Qualification **(1 points)** & Experience for the Period Indicated **(2 Points).** Submission of detailed C.V **(1 Points)*** Any other qualified and relevant personnel proposed with adequate experience and with necessary documentation submitted as above will be awarded 1 marks each up to a maximum of 2 marks	6 4 2	
5	**Financial Situation:** The current soundness of the applicant's financial position and its respective long-term profitability. Submit Audited financial statements reported within the last three (3) years (2018, 2017, and 2016). Turnover equal to 3 times the cost of the Contract Turnover greater or equal to the cost of the Contract Turnover below the cost of the Contract	(Aggregate score) 3 2 0	3
6	Litigation and arbitration history. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount (Provide current affidavit) Provided and satisfactory Not explained	(Aggregate score) 3 0	2
	Total		**100**

**-0-0-0

	Financial Evaluation Criteria
3.	Award will be made to the lowest evaluated contractor subject to the following:- i. Due diligence Record to confirm unsatisfactory or default in performance obligations in any contract. This shall include unresolved case(s) in performance obligations for more than two (2) months in any contract. The bidder shall be disqualified and the next lowest tenderer considered. ii. Any necessary negotiation and agreement as pertains the allocated budget vis a vis the lowest quoted price

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

3.6.1Within 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

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

3.82. 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

3.11.1The 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

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.

General conditions of contract reference	Special conditions of contract
2.30	Performance security shall be 5% of the Tender Price in banker guarantee only.
3.7/3.8	All invoice payments shall be made to the bidder who submitted its bid and not any sub agent and/or financers. The winning tenderer shall also sign a Service Level Agreement. Performance evaluation meetings shall be held every three months after the award to monitor/appraise the awardee.
3.10	The delivery period for the Services shall be as per the contact signed by with the employer
3.12.1	Payments will be made as specified in the contract that will be signed by both parties
3.16.1	Disputes to be referred to adjudication or arbitration in accordance with the laws of Kenya
3.18	Indicate addresses of both parties

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

LEASING OF MOTOR VEHICLES FOR COUNTY GOVERNEMNT OF MERU

PURPOSE

The primary objective for leasing will be to provide the County Government of Meru with ability to improve and expand service delivery to its customers, ensure it achieves significant cost reductions and improves the efficiency and effectiveness in management of its transport operations

County Government of Meru invites original vehicle and equipment manufacturers, motor vehicle dealers, leasing companies, financial institutions and interested firms to submit their bids for the provisions of Motor Vehicles services through Leasing.

The leasing arrangement envisaged shall also include:-

i. Insurance
ii. Registration
iii. Basic service- This includes minor, medium, major service- the changing of oil and filters at manufacturers recommended intervals and adjustments
iv. Scheduled and unscheduled maintenance- replacement of certain common parts as per the manufacturers recommended intervals and adjustment and quotation on prorate basis shall be forwarded to the client for approval and once approved, the work is carried out and invoiced to the client for payments
v. Out of Scope maintenance/services- Any work not included in the schedule of maintenance. The Quotations on prorate basis shall be forwarded to the client for approval. Once approved, the work is then carried out and invoiced to the client for the necessary payments

vi. Replacement of non-functional vehicles- replacement will be given on the 3rd day from the date of the accident and all the Insurance formalities have been completed. The insurance formalities to be completed are the provision of the insurance claim form, a copy of the driver's license of the driver and a statement from the driver concerned.

vii. Globally benchmarked fleet (GPS)

SPECIFICATIONS FOR MOTOR VEHICLE LEASING

The fleet to be leased will comprise of fourteen 14) Motor Vehicles .

1. To curb the misuse of the Motor Vehicle, County Government of Meru will require that the leasing company arrange with NTSA to register the Motor Vehicles with a "GREEN OBLONG" COUNTY number plate for purposes of control.
2. Specimen of the vehicle warranty to be submitted when tendering
3. Manuals to be supplied in standard English language
4. Parts catalogue and repair manuals to be supplied (both in English language)
5. Mandatory Driver's handbook and service schedule supplied
6. Body construction to conform to CAP 403 Kenya traffic act
7. Company profile giving at least two client companies, ownership, years of operation in the field, physical address, contact details and three (3) references.
8. Attach manufacture's authorization letter (indicating you are an approved vendor)
9. Motor vehicle to be inspected by the chief mechanical and transport engineer for compliance with the specification prior to delivery to the user
10. Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities
11. Vehicle to be registered with the registrar of Motor Vehicles
12. Body construction and all the fitments to conform to CAP 403 Kenya Traffic Act

SECTION V - SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

S/No	Qty	Vehicles Specs Equivalent to these:-
1.	12	• **TRANSMISSION:** 6 Speed Automatic Gearbox 4WD • **ENGINE:** Turbo Charged 2.75L Diesel Engine with 174BHP@3400rpm • **DIMENSIONS**: Length 4795mm, Height 1835mm, Wheel Base 2745mm, Ground Clearance 220mm & Width 1855mm • **KEY FEATURES:** Air Conditioner, Central Locking, Power Steering, Steering Adjustment (Rake/Reach), Steering

		Mounted Controls, Remote Controlled Boot, Leather seats, Cruise Control, Climate Control, CD player, Power Windows, Electrically Adjustable Driver Seat, Rear AC Vent, Rear Wiper, Electrically Adjustable Mirrors • **SAFETY FEATURES**: Anti-Lock Braking System(ABS), Parking Sensors, Airbag, Traction Control & Dash Board Camera • **CAPACITY:** Fuel Capacity 80ltrs, Seating Capacity 7 • **WHEELS:** 265/60/R18 (Both Front & Rear) • Or it equivalent
2.	1	• **TRANSMISSION:** 6 Speed Auto, Sequential Shift, 4WD • **ENGINE:** 4.5 Litre Diesel, Twin Turbo 8 Cylinder, V-Line with 261BHP/3,200rpm • **DIMENSIONS**: Length 5115mm, height 1920mm, Wheel Base 2850mm, Ground Clearance 225mm & Width 1980mm • **KEY FEATURES:** Air Conditioner, Central Locking, Power Steering, Memory Seat & Steering Adjustment (Rake/Reach), Steering Mounted Controls, Remote Controlled Boot, Leather Seats, Cruise Control, Active Height Control, Climate Control, CD Player, Power Windows, Electrically Adjustable Driver Seat, Rear AC vent, Rear Wiper, Electrically Adjustable Mirrors • **SAFETY FEATURES**: Anti-Lock Braking System(ABS), Parking Sensors, Airbag, Active Traction Control, Crawl Control & Dash Board Camera • **CAPACITY:** Fuel Capacity 93ltrs, Seating Capacity 7 • **WHEELS:** 285/50R20 Alloy Wheels (Both Front & Rear) • Or it equivalent

S/No	Qty	Vehicles specs
3	1	LandRover Recovery Vehicle • **TRANSMISSION:** 5 Speed Automatic Gearbox 4WD • **ENGINE:** Turbo Charged 2.5L TD5 Diesel Engine with 122 HP @ 4200 Rpm • **DIMENSIONS**: Length 5063mm, Height 2035mm, Wheel Base 3226mm, Ground Clearance 314mm & Width 1790mm • **KEY FEATURES:** Air Conditioning, Central Locking, Cloth Seat

		Trim, Cubby Box, Manual Windows, Radio Cassette Player, Radio/Single CD Player, Rubber Floor Mats • **SAFETY FEATURES**: Anti-Lock Brakes, Diff Lock, Power Steering, Traction Control • **TOWING FEATURES**: Light Bars & Emergency Lighting, Complete Towing Winch Assembly & Winch Cable, Self-Lifting Mechanism, Complete Tool Box with Jumper Cables, • **CAPACITY:** Fuel Capacity 75ltrs, Seating Capacity 2 • **WHEELS:** 7.50/R16 (Both Front & Rear) • **Or Equivalent**

SCHEDULES

Schedule A: Lease Pricing Schedule

Vehicle/					
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 Including: (i) Tyres and Tubes (ii) Batteries (iii)Unscheduled maintenance (iv)Repairs Minor to Major					
TOTAL LEASE COSTING					
Periodic Lease Installments: Monthly:					
Quarterly:					
EXCESS MILEAGE Charge per km					
GRAND TOTAL LEASE COSTING					

Schedule B: Vehicle Lease Schedule

Vehicle Leasing Schedule ADDENDUM TO MASTER OPERATING LEASE

AGREEMENT Ref:

Leasing Agreement between

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

And

Procuring Entity/ Ministry		
Service / Maintenance Agreement		
Registration Number		
VAT Number		PIN:
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

COUNTY GOVERNMENT OF MERU SIGNATURES

SIGNED FOR AND ON BEHALF OF THE COUNTY GOVERNMENT OF MERU BY

……..……

COUNTY SECRETARY/ AUTHORIZED OFFICIAL Date
COUNTY GOVERNMENT OF MERU

……..……

AUTHORIZED OFFICIAL Date

……..……

AUTHORIZED OFFICIAL Date

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				

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 not later than 3 months from the date of signing of the Master lease 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.

BIDDER/ LESSOR SIGNATURES

……..……
…… Authorized Official Date

……..……
…… Authorized Official Date

PROCURING ENTITY/USER ENTITY

SIGNED FOR AND ON BEHALF OF THE COUNTY GOVERNMENT OF MERU BY

……..……
…… AUTHORIZED OFFICIAL Date

……..……
…… AUTHORIZED OFFICIAL Date

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 ……

Part 2 (b)

Partnership Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			

……

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			

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 **COUNTY SECRETARY, COUNTY GOVERNMENT OF MERU P.O BOX 120-60200 MERU** of P,O Box 120-00100, MERU (hereinafter referred to as "the **Lessee**"which expression shall where the context so admits include its successors and assigns) of the second part.

W H E R E A S:

A. The Lessor wishes to lease out and the Lessee wishes to lease motor vehicles from the Lessor. The Lessor and Lessee have agreed that they shall execute a Rental Addendum, as defined below, in respect of such leased motor vehicles.

B. The execution of the Rental Addendum 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 Addendum.

NOW IT IS AGREED AS FOLLOWS:

1. Definitions

(a) "**Agreement**" means this Master Operating Lease including all its appendixes.

(b) "**Business Day**" means a day other than a Saturday, Sunday or official public holiday in Kenya.

(c) "**Commencement Date**" means the date indicated in the Rental Addendum as the commencement date for term of the leasing of the Vehicles pursuant to such Rental Addendum.

(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 Addendum.

(g) "**Delivery Note**" has the meaning ascribed to it in Clause 5(a).

(h) "**Due Date**" means the Payment Date or the date specified in the Rental Addendum for payment of any monies payable by the Lessee to the Lessor under the Rental Addendum. Where no date for payment of any such monies is specified "Due Date" shall mean the date specified in a demand from the Lessor to the Lessee for such monies. If the Due Date falls on a weekend or a public holiday, then the date of payment shall be the next Business Day.

(i) "**Early Termination Date**" means the date on which the leasing of the Vehicles is terminated pursuant to the provisions of Clause 19 hereof.

(j) **"Event of Default"** means any of the events listed in Clause 21 of this Agreement.

(k) "**Location**" means the physical address specified in the Rental Addendum upon which the 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 Addendum as the payment date and "**Payment Dates**" shall be construed accordingly.

(o) **"Purchase Order"** means a Purchase Order issued by the Lessee under Clause 2 (b) of this Agreement.

(p) "**Rental**" means the amount specified in the Rental Addendum as the Rental for the lease of the Vehicles payable as frequently as per the Rental Addendum by the Lessee to the Lessor and "**Rentals**" shall be construed accordingly.

(q) "**Rental Addendum**" means the Rental Addendum substantially in the form set out in Appendix I (or in such other form as may from time to time be agreed in writing between the Lessor and the Lessee) entered into from time to time by the Lessor and the Lessee for the leasing of Vehicles by the Lessor to the Lessee and which incorporates all the terms and conditions of this Agreement by reference and sets forth the particulars of each leasing transaction between the Lessor and the Lessee and "**Rental Addendums**" shall be construed accordingly.

(r) "**Return Conditions**" means the conditions specified in Appendix II being the minimum conditions to which the 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 Addendum or upon the earlier termination of this Agreement and/or the Rental Addendum.

(s) **"Service only Lease"** means the terms of this Agreement whereby a Vehicle is leased by the Lessor to the Lessee on a service only basis as more particularly set out in Clause 9 (b) hereof and the Rental Addendum.

(t) "**Tax**" means any tax, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying the same) and the term "**Taxes**" shall be construed accordingly.

(u) "**Term**" means, in respect of any Rental Addendum, the period commencing on the Commencement Date and ending on the Termination Date.

(v) "**Termination Date**" means the date indicated on the Rental Addendum as the termination date on which the leasing of the 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 Addendum 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 Addendum, certain Vehicles described in each Rental Addendum. This Agreement and each Rental Addendum shall form a separate and independent agreement for the lease of the Vehicles described in such Rental Addendum upon the terms and conditions in this Agreement and such Rental Addendum and a breach of such separate and independent agreement shall be a breach of this Agreement. In the absence of a duly executed Rental Addendum, this Agreement shall not constitute a lease or a commitment by either party to enter into a lease.

(b) Whenever the Lessee proposes to lease 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 Addendum in respect of the Vehicle.

(d) Whenever a Rental Addendum 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 Addendum, the Lessee shall be required to deliver to the Lessor any documents, instruments and certifications that the Lessor may require, including without limitation, all constitutional documents of the Lessee, relevant approval given by board and/or directors, resolutions authorizing the Lessee to enter into such transaction, all necessary financial information of the Lessee and any other information or documents required by the Lessor.

(f) It is hereby agreed that the Lessee shall assume full responsibility with respect to the choice of the Vehicles and the Lessor shall have no liability or responsibility in respect thereof.

3. Term of Lease

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

4. Payment

(a) In respect of each Rental Addendum and in consideration of the Lessor agreeing to let the Vehicles to the Lessee in accordance with the terms of this Agreement, the Lessee shall throughout the Term pay to the Lessor as frequently as indicated in the Rental Addendum, the Rental (together with all applicable taxes) on each Payment Date. The Lessor shall issue an invoice to the Lessee on each Payment due date.

(b) Subject as herein provided the Rental payable by the Lessee pursuant to Clause 4(a) above includes the cost of comprehensive insurance, fleet management, and the service option specified in Clause 9 below and in the Rental Addendum.

(c) All payments under this Agreement and the Rental Addendum must be paid by the Lessee on or before the Due Date by way of a standing order or by such other means as may be agreed between the parties without deductions of any kind and free of exchange, bank costs and other charges, and net of taxes at the business address of the Lessor or at such other address as the Lessor may indicate in writing.

(d) Any standing order effected pursuant to clause (c) above shall not be cancelled by the Lessee without the prior written authorization of the Lessor during the term hereof.

(e) The Lessee shall execute such instruments as may be required by the Lessor to provide for payment of the Rentals under this Agreement and any increase in the Rentals as the Lessor may from time to time request. Such

instruments may include banker's orders or similar authorities, bills of exchange or promissory notes and other documents appropriate to the payment or transfer of money.

(f) All payments under this Agreement and the Rental Addendum shall only be made for services rendered hence the Lessor to ensure that they invoice only those 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 Addendum 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 Addendum or this Agreement acquire title to the Vehicles by reason of mere possession of the Vehicles or in terms of the Rental Addendum or this Agreement.

8. Lessee's Obligations

The Lessee shall:

(a) Observe all instructions and recommendations of the manufacturer of the 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 Addendum;

(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 Addendum.

(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 Addendum up until the date of determination of the loss by the insurer subject to Clause 11 (b).

(b) The Lessee shall only be liable to pay the Rental due under Clause 11 (a) up to a maximum of 90(ninety) days after the date of Total Loss or the date on which the Lessor receives payment from the insurer, whichever is earlier.

(c) On the expiry of thirty (30) days after the determination of the occurrence of Total Loss, the Lessee shall pay to the Lessor:

(i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the date of the Total Loss;

(ii) the difference if any, between the insurance proceeds received in respect of the Total Loss claim and the Capital balance of the subject 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 Addendum.

12. Indemnity

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

(i) all demands, losses, liabilities, damages, actions, claims, proceedings (whether civil or criminal), duties, fees, taxes, levies, registration charges, insurance premiums, legal costs and other costs and expenses of any nature and other outgoings suffered or incurred

by or imposed on the Lessor in connection with this Agreement, the Rental Addendums, the Vehicles, the ownership of the Vehicles, any product or strict liability relating to the Vehicles and the transactions contemplated by this Agreement, Rental Addendum or any other document entered into in connection with or pursuant to this Agreement or arising out of the leasing and use of the 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 Addendums.

13. Assignment

(a) The Lessor has the right, subject to prior notification to the Lessee, to assign or transfer to any person all or any of its rights under this Agreement and any document entered into with or pursuant to this Agreement and in such event the Lessee agrees, after receiving the notice thereof, to lease the Vehicles from the assignee/transferee from date of assignment/transfer and to make all payments due in terms of this Agreement to the assignee/transferee.

(b) The Lessee does not have the right to assign or delegate the Lessee's rights or obligations under this Agreement or any document entered into with or pursuant to this Agreement without the Lessor's prior written consent.

14. Confidential Information

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

(b) The provisions of this clause do not prohibit disclosure of information in so far as such disclosure:

(i) Is necessary to enforce the provisions and terms of the Agreement by way of legal action; or

(ii) Is compelled by law;

(iii) Is already in the public domain.

15. Risk and Excess Usage

(a) During the term of the relevant Rental Addendum the Lessee will be responsible for any loss, damage, destruction, theft of or to the 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 Addendum or thereafter to reinstate it to its original condition, fair wear and tear excepted, which costs shall be payable by the Lessee to the Lessor on demand.

(c) If the Lessee exceeds the maximum kilometres set out in the Rental Addendum, the Lessee must reimburse the Lessor for such excess kilometre usage at the excess charge rate per kilometre as stated in the Rental Addendum, 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 Lessor shall not be liable (in contract, tort or otherwise) for any claim, damage, liability, loss (including consequential loss) or expense of any kind arising directly or indirectly in connection with the 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.

(e) Furthermore, the Lessor shall have no 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 and the Lessee shall not be entitled to any remission of, or be released from any obligation to pay, the Rentals or any other payments hereunder by reason thereof.

(f) Where the Lessee enters into more than one lease in respect of Vehicles then each lease shall be collateral with one another and all leases shall be read and

construed together so that a default under one or more of the leases shall be deemed to be a default under the other leases provided that the Lessor may, nevertheless, pursue its remedies and exercise its powers under any one of the leases separately or under one or more of the leases concurrently or any other security documents granted to the Lessor.

19. Early Termination

(a) The Lessee shall in respect of any Rental Addendum be entitled to terminate such Rental Addendum upon the giving of **Ninety (90) days** prior written notice to the Lessor.

(b) The minimum period after the Commencement Date before any notice referred to in sub-clause (a) may be given by the Lessee is **Twenty-four (24) months.**

(c) Immediately upon termination of the Rental Addendum pursuant to Clause 19(a) the Lessee shall pay to the Lessor upon demand:

(i) all arrears of Rentals together with all other amounts which are due (but unpaid) under the Rental Addendum up to the Early Termination Date, including the notice period;

(ii) Excess mileage charges at the rate specified in the Rental addendum;

(iii) All Rentals that would have been payable from the Early Termination Date to the Termination Date had the Rental Addendum not been terminated early.

20. Return of Vehicles

(a) On the Termination Date or earlier termination of the Rental Addendum for whatever reason the Lessee shall at its sole cost and expense immediately return the 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 Addendum;

(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 Addendum if the Lessee:

(i) Fails to make any payment in terms of this Agreement and/or the Rental Addendum;

(ii) Fails to comply with any other provision of this Agreement and/or the Rental Addendum;

(iii) Fails to satisfy any judgement for the payment of money obtained against it within 7 (seven) days of such judgement or fails to lodge an appeal within the prescribed period;

(iv) Does anything to vitiate or nullify the insurances policies taken out in respect of the 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 Addendum including breach under sub-clause (a), the Lessor may, in addition to any other remedies that it may have in terms of this Agreement or at law:

(i) Terminate this Agreement and the Rental Addendum; and

(ii) Claim, at the Lessee's cost, return and possession of the 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 Addendum up to the date of such termination;

(2) all Rentals that would have been payable from the date of such termination to the Termination Date had the Rental Addendum not been terminated early;

(3) interest and all other payments due by the Lessee to the Lessor pursuant to this Agreement and the Rental Addendum.

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

22. Repossession

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

(i) at any time, after a notice of seven (7) days (whether or not the Lessor may subsequently accept payments by the Lessee) demand or retake possession of the Vehicle until such time as the Lessee remedies the breach or satisfies the Lessor that the breach in respect of which the powers contained herein were exercised does not or will not prejudicially affect the 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 : COUNTY SECRETARY, COUNTY GOVERNMENT OF MERU P.O BOX 120-60200
MERU

24. Independent Contractor

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

25. Modifications

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

26. Applicable Law

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

27. Severability

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

28. Failure to Enforce

(a) Failure of either party to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of the right subsequently to enforce such provisions or to enforce other provisions of this Agreement.

(b) Any relaxation, indulgence or condonation extended by the Lessor to the Lessee may not be regarded a waiver of any of the Lessor's rights in terms of

this Agreement. Acceptance by the Lessor of any payment made by the Lessee after termination of this Agreement will not be a waiver of the Lessor's rights in terms of this Agreement nor a novation thereof, and the Lessor's prior termination of this Agreement will remain in full force notwithstanding such acceptance.

29. Miscellaneous

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

30. Acknowledgment by the Lessee

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

31. Entire Agreement

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

32. Dispute Resolution and Arbitration

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

(b) Any dispute difference or question which may arise at any time between the Lessor and the Lessee upon the construction of this Agreement or on the rights and liabilities of the Lessor or the Lessee with respect thereto which has not been resolved by negotiation under Clause (a) above shall be referred to the decision of a single arbitrator to be agreed upon between the Lessor and the Lessee or in default of agreement within fourteen (14) days to

be appointed at the request of either of them by the Chairperson for the time being of the Chartered Institute of Arbitrators (Kenya Branch) in accordance with and subject to the provisions of the Arbitration Act or any statutory modification or re-enactment thereof for the time being in force.

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

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

Name:_____ Signature:_____

Name: _____ Signature:_____

WITNESSED by:

Name:_____

Name: _____

SEALED with the Common Seal of
……
Signature:_____

Signature:_____
)
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 LEASE 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 Addendum to the Master Operating Lease ("the Addendum"), the Lessee will (in addition to any other amounts that are, or become, payable) pay a usage surcharge at the rate shown in the Addendum for such excess mileage.

If the Lessor accepts the early return of any 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 Lessee'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.

Signature for Lessee

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

For and on behalf of
COUNTY SECRETARY,
COUNTY GOVERNMENT OF
MERU P.O BOX 120-60200
MERU
Signed_____
Name and title of signatory duly authorized

_____

PIN No._____

LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

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

[*date*]

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

Re: Letter of Acceptance/Notification of Award

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

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

Yours

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

Please return a copy of this letter duly signed

Authorized Signature and Seal:_____

Name and Title of Signatory:_____

Name of Tenderers:_____

Form RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……20……..

BETWEEN …….APPLICANT

AND

…….RESPONDENT *(Procuring Entity*)

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

REQUEST FOR REVIEW

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

1.
2.
etc
.

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

1.
2.
etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……of P. O. Box ……. being a resident of

…….. in the Republic of ------ do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……..

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……(insert tender title/description) for ……..(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

……. ……. ……

(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……of P. O. Box ……. being a resident of

…….. in the Republic of ------ do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..

…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……(insert tender title/description) for ……(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…… …… ……

(Title) (Signature) (Date)

Bidder's Official Stamp